

IMPORTANT NOTE

TENDER NO. : LCP 6908L18 dated 11.01.2018 for Annual Maintenance Contract for various Window and Split Air Conditioners installed at various premises of Oil India Limited at Noida/New Delhi for a period of 2(Two) years with a provision of another 1(one) year at the same rates,terms and conditions.

BID CLOSING DATE & TIME : 09.02.2018 at 14:30 Hrs.(IST)

BID OPENING DATE & TIME : 09.02.2018 at 14:45 Hrs.(IST)

Limited Tender No. LCP 6908 L18 has been issued to the following 8(eight) parties :

- 1. M/s. G-Tech Solution**
- 2. M/s. Kaushal Electrical & Engineering**
- 3. M/s. Suraj Associates**
- 4. M/s. Bharat Elevator**
- 5. M/s. Cool rays**
- 6. M/s. Mann Aircon Pvt. Ltd.**
- 7. M/s. Neha Refrigeration Co.**
- 8. M/s. Sai Electronics.**

In addition to the above 8 (eight) parties, other interested parties, who can meet the Bid Rejection Criteria of the tender, may participate in this tender . They will have to provide proper documentary evidences in proof of meeting the Bid Rejection Criteria (BRC) mentioned in the tender along with their offer. Offers received without proper documentary proof of meeting BRC will be rejected.

Interested parties may download the tender & after filling up their prices in Annexure-V & enclosing all the documents required as per BRC, may submit their offer in the following address:

**Chief General Manager(Contract & Purchase)
Oil India Limited , Plot No.19, Sector-16A,
Noida-201301.**



Oil India Limited
(A Govt. of India Enterprise)

Plot No. 19, Sector 16A, Noida – 201301, U.P.
Phone: 0120 - 2419000
Fax: 0120 - 2488310
E-mail: oilindia@oilindia.in
Web Site: www.oil-india.com

(FORWARDING LETTER)

Tender No.	LCP6908L18
Date	11.01.2018
Bid Closing Date	09.02.2018
Bid Closing Time	14 : 30 Hrs.(IST)
Bid Opening Date	09.02.2018
Bid Opening Time	14 : 45 Hrs. (IST)
Performance Security	7.5% of contract value.

Sirs,

Oil India Limited (OIL), a Govt. of India Enterprise under Ministry of Petroleum & Natural Gas, invites you to submit your firm quotation for Annual Maintenance Contract for various window and split Air Conditioners installed at various premises of Oil India Limited, complete in all respect without keeping any ambiguity and conforming to the %General Terms and Conditions+ enclosed as Annexure-I. Detailed Scope of Work & Special Terms and Conditions of the tender are enclosed as Annexure-II. A list of all ACs presently available is enclosed as Annexure-III. You are requested to quote your rates strictly as per the Bidding Format(Schedule of Rates) enclosed as Annexure-V. It is also essential that your quotation must reach us on or before the Bid Closing date and time as indicated above, otherwise the same will be rejected. Your special attention is drawn to the following :

1.0 The quotation should be sent to the following details :

OIL# Tender No. : _____
Bid Closing date : _____
Brief description : _____
Bidder# Name : _____

2.0 The sealed quotation should be delivered at the tender box kept at the office of Chief General Manager (C&P) at the following address latest by 2.30 PM (IST) on the Bid Closing Date :

Chief General Manager (C&P)
Oil India Limited
Plot No. 19, Sector-16A,
NOIDA-201 301

3.0 Your offer must include :

- i) Tender No. & Date
- ii) Documentary evidence established in accordance with BRC/BEC part.
- iii) Your rates as per the format enclosed as Annexure-III.
- iv) Duly filled check-list (Appendix-I). Any deviation to be high lighted in the bid.

- v) Validity of minimum 90 days from the bid closing date.
- vi) Terms and conditions other than those covered by this tender.
- vii) Any tax & duty etc. if applicable. If taxes are not shown separately, the offer will be considered as inclusive of all taxes, duties etc.

4.0 Incomplete quotation will be summarily rejected.

5.0 Bidders, in their own interest, are advised to drop their bids personally in the Tender Box placed at the above address. Alternatively, they may send the same through Courier or by Post. OIL will not be responsible for any delay, wrong delivery or non-delivery of bids.

6.0 In case of unscheduled holiday on the Bid Closing Date, the Bid Closing Date / Time will get extended up to the next working day.

7.0 Offers or modifications to offers received after the Bid Closing date and time will not be considered. No unsolicited correspondence after submission of the offer will be taken into cognizance of or responded to.

8.0 Bid Rejection Criteria (BRC)/Bid Evaluation Criteria(BEC): BRC and BEC enclosed vide Annexure-IV shall be applicable to this tender. Documentary evidence of meeting the Bid Rejection Criteria should be enclosed along with the bid.

9.0 Indirect Tax (GST) : GST(Goods & Service Tax) shall be applicable. Clauses related to GST are enclosed vide Annexure-VI.

10.0 Commencement Date :

The successful bidder must commence to provide maintenance service as per tender within 7 days of award of contract or as specified in the contract.

11.0 Duration of Contract :

The initial duration of the contract will be for a period of 2(Two) years extendable by another 1(one) year at the same rates, terms and conditions. The quoted rates shall remain firm throughout the duration of the contract.

12.0 Payment Terms:

Payment shall be released on quarterly basis subject to receipt of respective service reports. No advance payment will be made by OIL. Payment of spare parts will be made on submission of a copy of purchase invoice bill duly certified by representative of Administration deptt.

13.0 Penalty :

The problem/fault will be communicated over telephone. The contractor shall depute his persons immediately after receiving the complaint to attend the problem. If faulty AC unit can not be repaired within 48 Hours of occurring the fault, penalty [charges@200.00](#) per day shall be imposed subject to a maximum of Rs.1400.00 per machine in each case.

In case AC is required to be repaired in workshop, the contractor has to provide services for repair and installation of the same within 3 to 4 days, otherwise penalty charges @ 200.00 per day shall be imposed subject to maximum of Rs. 1400.00. However, due to some unavoidable reasons/criticality, contractor may be allowed to take more than 3 to 4 days in the workshop subject to the approval of EIC.

14.0 Contact Personnel : For any clarification, you may contact :

Shri D.C.Nath
Chief Engineer(Civil)
OIL INDIA LIMITED,
Plot No.19, Sector 16A,Noida- 201301
Contact no. 08826086789

15.0 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSEs) :

Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. Details are provided vide APPENDIX-II enclosed with this tender document.

16.0 This tender shall be guided by Purchase Preference Policy-Linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG as well as Public Procurement Policy for MSEs-Order 2012. For details of the PP-LC policy, please visit OIL website at www.oil-india.com. Purchase Preference will be given as per prevailing Government Guidelines as applicable on the Bid Closing date. Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified and shall have to submit all undertakings / documents applicable for this policy. In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy.

We now look forward to your most competitive offer against the tender. In the event of your inability to quote, please send your \pm Regret Letter for our record.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(Ms. A. Doley)
Dy. General Manager(C&P)
For Chief General Manager (C & P)
For Chairman & Managing Director

Oil India Limited
(A Government of India Enterprise)
Plot No. 19, Sector 16A, Noida - 201301
Phone: 0120 - 241900
Fax: 0120 - 2488310
E-mail: oilindia@oilindia.in
Web Site: www.oil-india.com

GENERAL TERMS AND CONDITIONS

1.0 TRANSFERABILITY OF BID DOCUMENTS :

- 1.1 The Bid documents are non-transferable. The bid can only be submitted in the name of the bidder in whose name the bid document has been issued.
- 1.2 Unsolicited offers will not be considered and will be straightway rejected.
- 1.3 Employees of Oil India Limited are prohibited from quoting and also from getting others to quote on their behalf.

2.0 COST OF BIDDING :

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and OIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.0 AMENDMENT TO BIDDING DOCUMENTS :

At any time prior to the bid closing date, OIL may for any reason, whether at its own initiative or in response to clarifications requested by the prospective bidder(s), modify the bidding document by amendment(s). All prospective bidders who have received the bidding documents will be notified of the amendments in writing.

4.0 CONTENTS OF OFFERS :

- 4.1 Offer should be in English . The Price Schedule shall be furnished by the bidder as per proforma vide Annexure - II. The prescribed proforma duly filled in and signed should be returned intact whether quoting for any service or not. When any service is not being quoted by the Bidder, the corresponding space should be filled up by the words "Not Quoting". The Price Schedule shall be complete and free from ambiguity, change or interlineations.
- 4.2 Offered rates should be kept firm through completion of the Contract duration.
- 4.3 TAXES : Taxes if any, should be shown separately. IF TAXES ETC. ARE NOT SHOWN SEPARATELY THE OFFER WILL BE CONSIDERED TO BE INCLUSIVE OF ALL TAXES, DUTIES ETC. AND WILL BE BINDING ON THE BIDDER.

4.4 STATUTORY VARIATION:

Any statutory variation (increase/decrease) in the rate of any statutory levy after the closing date of tenders/revised priced bid, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence.

- 4.5 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 4.6 **Bidders should offer firm prices.**
Offered prices shall be both in figures and words and in case of any discrepancy between these two, the prices indicated in words will only be considered.

4.7 VALIDITY :

Offers must be valid for acceptance for the minimum period of 90 days, unless otherwise specified, counted from the Bid Closing Date as indicated in the covering page. Offers without the minimum validity period will be liable for rejection. In the absence of any categorical mention regarding validity of the offer, it will be construed that the offer is valid as called for in the tender and it will be incumbent on the bidders to accept order, if any, when placed within such validity.

4.8 VAGUE AND INDEFINITE EXPRESSIONS:

Any vague and indefinite expressions will not be considered.

5.0 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS :

Prospective bidders are advised to ensure that their bids are complete in all respects and conform to OIL's terms, & conditions and bid evaluation criteria of the tender. If required, clarifications may be asked by OIL .

6.0 DOCUMENTS COMPRISING THE BID :

6.1 The bid prepared by the bidder shall comprise the following components, duly completed:

- a) Prices in the Bidding Formate for Rates ,duly filled.
- b) Bid must accompany necessary documents required as per tender.
- c) Exceptions/Deviations Statement, if any .
- d) Authorisation letter for attending Tender Opening.

7.0 SUBMISSION OF OFFER :

7.1 *In the event of non - receipt of offer against the tender within the B.C. date OIL reserves the right to extend the B.C. date as deemed fit by the company.*

7.2 Bidders, in their own interest, are advised to drop their offers personally in ÷ TENDER BOXö at C & P department at NOIDA. Alternatively they may send the same through Registered Post/courier. Oil India Limited will not be responsible for any delay, wrong delivery or non-delivery of the offers. No offer will be accepted after the bid closing date and time.

7.3 Bids must be submitted in original. No offer should be sent by Telex / Cable / Fax / E-mail/telephone unless specifically asked for in writing. Bids not complying with above will be rejected.

8.0 DEADLINE FOR SUBMISSION OF BIDS :

8.1 Offers must be received at the office of the Chief General Manager (C & P), Oil India Limited, Plot No.19,Sector-16A, NOIDA-201301(U.P) by the Bid Closing Date & Time mentioned in the tender document.

8.2 Timely delivery of the offer at the above address is the responsibility of the bidder.

9.0 MODIFICATIONS AND CLARIFICATIONS OF BIDS :

9.1 Offers or modifications to offers received after the Bid Closing Date and time will not be considered. No unsolicited correspondence after submission of the offer will be taken cognizance of or responded to.

9.2 After the opening of the bid, OIL may at its discretion ask the bidder for clarification of its bids. The request for clarification and response shall be in writing and no change in the price or substance of the Bid shall be accepted. The reply of the bidder should be restricted to the clarifications sought & within the timeline given in the letter.

10.0 EXTENSION OF BID SUBMISSION DATE :

Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the bid closing date and/or time.

11.0 RETURN OF LATE BIDS :

11.1 Bids received after Bid Closing Date & Time will be treated as ÷Late Bidsö. In case of tenders where Bid Security has been called for, the late bids shall be returned to the bidders immediately. In all other cases, the late bids will be destroyed by OIL.

12.0 OPENING OF TENDERS :

12.1 Bidder or their authorised representative will be allowed to be present at the time of opening of the Bids. However, a letter must be produced to the Tender Opening Officer at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the tender opening.

12.2 In case of any unscheduled holiday/Bandh on the bid opening date, the Bids will be opened on the next working day. Accordingly, Bid Closing Date / time will get extended up to the next working day.

13.0 COMPLIANCE WITH TENDER :

13.1 Bidder's offer must conform in all respects with the applicable specifications, terms and conditions of the tender. Any deviation from the tender specifications or terms and conditions must be clearly and explicitly stated. If the bidder does not superficially mention about any deviations from the tender terms and conditions, it will be construed that they have agreed to comply with all the terms and conditions of the tender.

13.2 OIL reserves the right to accept / reject any deviation in bidder's offer pertaining to the terms and conditions stipulated in this tender without assigning any reason.

14.0 OIL'S RIGHT TO ACCEPT AND TO REJECT ANY OR ALL BIDS :

14.1 OIL reserves the right to accept / reject or prefer any offer either in full or in part or annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder (s) or any obligation to inform the affected bidder (s) of the ground for OIL's action. OIL also reserves the right to split the order between two or more parties.

15.0 BANKING CHARGES :

All banking charges will be to the bidder's account.

16.0 ASSIGNMENT :

The Bidder/ Contractor shall not transfer, assign or sublet the consequent Contract or any part thereof without the prior consent in writing from OIL. Any permitted transfer/assignment or subletting shall not relieve the Bidder/ Contractor of any of his obligations which might have arisen before such permission was given.

17.0 BID SECURITY : NOT APPLICABLE.

18.0 PERFORMANCE SECURITY :

18.1 The successful bidder shall furnish Performance Security of 7.5% of the contract value. Initial Performance Security of 2.5% should be submitted in the form of Bank Guarantee as per format enclosed herewith within 15 days of the receipt of the notification of Award of Contract, failing which OIL reserves the right to cancel the award of Contract. Balance 5% shall be deducted from their running account bills. Bidders should undertake in their bid to submit Performance Security as stated above. The Bank Guarantee should be issued by any Scheduled Bank & should be kept valid for 90 days more than the validity of the Contract and extensions thereto. Alternatively the successful bidder can submit the Performance Security in the form of Bank Draft for the amount mentioned above. Performance security in any form will be returned to the Contractor only after 90 days after the validity of the Contract and extensions if any.

18.2 The performance security specified above must be valid for 90 days beyond the expiry date of the contract to cover any obligation and to lodge claim, if any. The same will be discharged by Company after the validity period of the performance security. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover the contract value for the extended period and also to extend the validity of the performance security accordingly.

18.3 Failure of the successful bidder to comply with the requirements of para 18.1 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event, the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

18.4 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.

18.5 The Performance Security will not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Performance Security.

18.6 The Bank Guarantee issued by a bank amongst other shall contain the complete address of the bank including phone no., fax number, e-mail address and branch code.

18.7 If it is found that a Bidder has furnished fraudulent document/ information, the Performance Security shall be forfeited and the party will be debarred for a period of 3 (Three) years from the date of detection of such fraudulent act. In case of major & serious fraud, period of debarment may be enhanced.

- 18.8 The Bank Guarantee will have to be given from the Scheduled Bank on non judicial stamp papers of requisite value, as per the Indian Stamp Act, and stamp papers should be in the name of the issuing bank.
- 18.9 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the LOA/Contract issued/placed on the Contractor shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such Contractor shall be invoked without any further reference.
- 18.10 The Bank Guarantee shall be enforceable at NOIDA/DELHI or as specified in the Tender/Contract.

19.0 LIABILITY :

19.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors/subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or his Contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, contractors and subcontractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting therefrom.

19.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and / or of its Contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

19.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

19.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its under writers to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the contractor and of its contractors, subcontractors and / or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

19.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or his contractors or subcontractors, irrespective of how such loss or damage is caused and if caused by the negligence of Contractor and / or its servants, agents, nominees, assignees, contractors and subcontractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss of damage and any suit, claim or expense resulting therefrom.

19.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of contractor and/or its servants, agents, nominees, assignees, contractors and subcontractors Company shall protect, defend indemnify and hold harmless contractor from and against such liabilities and any suit, claim or expense resulting therefrom.

19.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of Company and/or its contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

19.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servant, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the Company & of its contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with performance of contract.

20.0 LIQUIDATED DAMAGES :

The Contractor shall mobilize their personnel and equipment within the specified time for commencement / completion of services as mentioned in the notice of award of contract. In the event of the Contractor's default in timely commencement/ completion of services within the stipulated time, the Contractor shall be liable to pay Liquidated Damages at the rate of 0.5% (half percent) of the total evaluated value of the Contract per week or part thereof of delay subject to maximum of 7.5%. Liquidated damages will be reckoned from the stipulated date of commencement / completion as defined in the notice of award of the contract. Company may without prejudice to any other right or remedy available to it to recover damages for breach of contract, recover the liquidated damages as above from the Contractor. This is an agreed genuine pre-estimate of damages duly agreed by the parties. The Company also reserves the right to cancel the contract without any compensation whatsoever in case of failure to commence services within the stipulated date.

21.0 FORCE MAJEURE :

21.1 In the event of either of the parties being rendered unable, wholly or in part by force majeure to carry out its obligations under the agreement when entered into, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by telegram / telex / fax to other party as soon as possible (within maximum one week), after the occurrence of the cause relied on then the obligations of the party giving such notice with proper documentary evidence so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause as far as possible be remedied with all reasonable effort.

21.2 The term "Force Majeure" as used herein shall mean "Acts of God" including Landslides, Lightning, Earthquake, Fires, Storms, Floods, declared Wars, Blockades, insurrection, riots, Government regulations etc., which are not within the control of the party claiming suspension of its obligations within the meaning of the above Clause 21.1 and which renders performance of the contract by the said party completely impossible.

22.0 ARBITRATION :

All disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Tender and consequent Contract or the breach thereof shall be mutually settled. However, in case no such mutual settlement is arrived at, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force. The venue of arbitration shall be at NOIDA/DELHI unless otherwise agreed by OIL .

23.0 TERMINATION OF CONTRACT:

The Company (OIL) reserves the right to terminate the contract, any time with 30 days written notice without assigning any reasons whatsoever. The contractor will however be paid for the period of services rendered before termination.

24.0 NOTIFICATION OF AWARD :

Prior to expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder in writing that his bid has been accepted. The notification of award will constitute the formation of the Contract.

25.0 SET OFF:

Any sum of money due and payable to the Contractor (including security Deposit refundable to them) under this or any other contract may be appropriated by the Company and set off against any claim of the Company (or such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor/ with the Company (Or such other person or persons contracting through the Company).

26.0 The contract arising out of this tender shall be interpreted in accordance with and governed by the laws of India. The personnel employed by the contractor shall be the sole responsibility and liability of the contractor and also expenses in connection with their employment shall be borne by the contractor. Oil India Ltd shall not bear any responsibility or have liability whatsoever arising out of this contract, including the liability under the Workmen's Compensation Act or any other Act (s) applicable. The Contractor shall comply with provisions of various labour laws enacted by the Central / State Government, as amended from time to time. All statutory requirements / obligations there under, as may be applicable to the contract labour, will have to be adhered to by the contractor and any failure on his part on this account shall be responsibility of the contractor. The contractor will abide by rules, regulations, by-laws and statutes, imposed by

the Government and other local authorities etc. The Contractor has to ensure that the payment of wages / salaries / allowances / overtime etc shall be subject to the minimum wage rates notified by the State Govt. from time to time. The payment of wages shall be made directly by the contractor to his staff and not through thekedars or any other party or person. No amount shall be deducted from the wages of the workmen by way of commission of any nature whatsoever, except for statutory deductions. Any financial liability on account of non-observance/no-compliance of any statutory requirement shall be responsibility of contractor. The contractor shall keep Oil India Ltd indemnified for any claims/ damages / disputes that may arise under any provision of law at any point of time during the currency of the contract or thereafter for the relevant period.

27.0 WAIVERS AND AMENDMENTS :

It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

8.0 TAXES AND DUTIES:

- 8.1 All taxes whether Corporate or Personnel or any other tax including Service Tax will have to be borne by the Contractor. The Contractor will assume all responsibilities in this regard. However, the Company will deduct income tax at source as per Indian Income Tax Act and other taxes as applicable under law.
- 8.2 The Company will not bear any responsibility nor reimburse any amount in case of duties/taxes actually levied exceeds those taken in to account by the Contractor for preparation of priced bid. Nothing in this contract shall relieve the Contractor from its responsibility to pay any tax/duty that may be levied on profits made by him in respect of the contract. The Contractor shall comply with Indian Income Tax Acts, Rules and Labour Laws framed by Central or State Government from time to time with respect to supply of manpower/sub-contractor or other contracts awarded to other parties.
- 8.3 Duties and taxes on purchases made by contractor shall entirely be borne by the Contractor. The Company will not bear any responsibility on such purchases.
- 8.4 Tax levied as per the provisions of tax rules on income derived under this contract will be to Contractor's account.
- 8.5 Taxes will be deducted at source from all payments released to the Contractor, at specified rates of income tax as per provisions of Indian Tax Act.
- 8.6 Contractor shall be responsible for and pay the personnel taxes, if any, for all the personnel deployed.
- 8.7 The Contractor shall furnish the Company, if and when called upon to do, the relevant statements of accounts or any other information pertaining to work done under this contract for submitting the same to Tax Authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated period as per the provisions of the Indian Income tax Act. Company will not assume any responsibility whatsoever towards consequences of non-compliance to above.
- 8.8 The Contractor will arrange tax audit by competent audit firm as per the provision of Indian Tax Laws and submit a copy of the tax audit report to the Company, if and when asked.
- 8.9 Prior to start of operation under this contract, the Contractor shall furnish the Company all necessary documents, as asked for.
- 8.10 Corporate and personnel taxes on Contractor and their sub-contractor shall be the liabilities of the Contractor and Company shall not be responsible on this account.
- 8.11 All local taxes, levies and duties, octroi, excise duty etc. on purchases/sales by the Contractor, its sub-contractor and agents shall be borne by the Contractor.

Authorisation Letter for Attending Tender opening.
(Tender No. LCP6908L18)

To
Chief General Manager(C & P)
OIL INDIA LIMITED
Plot No. 19, Sector 16A
Noida - 201301

Dear Sir,

Sub : Tender No.....

For

Mr. /Mrs. has been authorised to be present at the time of opening of the above Enquiry due on at NOIDA on my/our behalf.

Yours faithfully,

Name :
Designation:

SAMPLE FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To : (Name of Company _____)
(Address of Company _____)

WHEREAS (Name and address of Contractor) _____
(hereinafter called as "Contractor") had undertaken, in pursuance of Contract No. _____ dated
_____ to execute (Name of Contract and Brief description of the work)
_____ (hereinafter called "the Contract"),

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee, NOW HEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee) * _____ (in words) _____
such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of the Guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modifications of the terms of the contract or of the work to be performed there-under or of any of the contract documents which may be made between you and Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date ----- (90 days after Contract completion).

SIGNATURE & SEAL OF THE GUARANTOR

Name of Bank

Address

Date

* An amount is to be inserted by the Guarantor, representing the percentage of the Contract price specified in the forwarding letter, and denominated either in the currency of the Contract or in a freely convertible currency acceptable to the Company.

NOTE : Bidders are NOT required to complete this form while submitting the Bid.

(End of Annexure-I)

Annexure-II

SCOPE OF WORK & SPECIAL TERMS AND CONDITIONS

A. SCOPE OF WORK :

i) The Scope of work covers maintenance of various types of air-conditioners installed at various locations of OIL in NCR/New Delhi. List of Air Conditioners with details viz. location, Quantity and Capacity of AC presently available are enclosed vide Annexure-I.

ii) Maintenance Contract covers supply and refilling of refrigerant, transportation of defective air conditioners from site to contractors workshop, shifting and re-installation of air conditioners if required.

iii) The Contractor shall provide two routine services under preventive maintenance at the month of March/November for each machine in the year. The service will cover the following :

(a) Cleaning of blower and condenser fan.

(b) Oiling of the motor bushings.

(c) Checking the cooling efficiency.

(d) Cleaning / replacement of air filter etc.

(e) Cleaning of grills.

iv) Repair/replacement of all defective spare parts including cooling coil, condenser, compressor, stabilizer, starting relay, wiring etc. on chargeable basis.

v) Any replacement of parts will be as per the instructions of OIL's authorised personnel only.

vi) The spare parts used for replacement shall be procured from the authorised dealer/service centre of same make/quality as installed in new air conditioner with warranty or guarantee as per manufacturer.

vii) All dismantled/replaced spare parts to be deposited to the authorised representative of OIL and details be entered in the register (demolition. dismantled register) & shall be signed by both the parties (contractor & OIL's representative)

viii) ADDITION / DELETION OF AIR CONDITIONERS FROM THE SCOPE OF WORK:

The quantities of Air Conditioners (both window and split) presently available are shown in Annexure-II of the tender document. This may be increased/decreased. The company reserves the right to exclude/include any number of Air Conditioners of similar specification/type within the scope of the work. It will be obligatory on the part of the Contractor to accept the same and carry out the assigned job at the same rates, terms and conditions.

B. SPECIAL TERMS AND CONDITIONS

a) The contractor shall carry out the job through trained / experienced/ competent technicians.

b) The Contractor shall not sublet the job to another party.

- c) Before the starting of the contract, the contractor is required to submit the joint inspection report with regard to the deficiencies / discrepancies (if any) in the machines.
- d) The Contractor shall attach job card on each and every AC and shall provide weekly work report through e-mail or hard copy.
- e) The contractor shall deploy a competent supervisor who shall supervise /co-ordinate the jobs envisaged here, receive instructions, corresponding letters etc. from Engineer-In-Charge(EIC) and will ensure satisfactory performance of services. No extra payment shall be made on this account as the quoted rates deemed to include the same.
- f) The contractor/authorised supervisor shall report at the office of EIC daily by 10:00 Hrs. or as per instruction of EIC.
- g) The contractor shall hand-over a list of persons engaged for repair & maintenance of air-conditioner. OIL shall not allow or permit any person other than the Contractor's authorized technician to carry out any work.
- h) Any complaint lodged / informed before 2 PM shall be attended to on the same day. However , in case of urgent complaint the contractor has to provide service technician round the clock to rectify the problem.
- i) Repairing work shall have to be carried out at site to the extent possible except repairing of compressors which might require workshop facility.
- j) The contractor shall make its own necessary arrangements for transportation and accommodation for persons deployed for the services of the contract so that they can attend the complaint at any time.
- k) In case , the company considers presence of any persons, engaged by the contractor for execution of the service contract undesirable for security and other reasons (mis-behaviour or cause of any nuisance), the Contractor shall be required to take immediate appropriate necessary action for removal of such persons from site.
- l) The Contractor shall be responsible for the safety of its persons / employees being the employer under the Works men Compensation Act 1923 or any other Law applicable there and OIL will not be held responsible in case of any accident to the employee(s) of Contractor, during any repair / maintenance job etc. what so ever.
- m) The Contractor shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking shall be permitted outside the living quarters, and welding jobs will be carried out with full safety precautions.
- n) The Contractor shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- o) Transportation of defective Air-conditioners to contractor's workshop (as and when required) and repaired air-conditioners from contractor's workshop to site shall be the responsibility of the contractor and at his cost.

p) The Contractor shall have to provide service units as replacement during the period of repairing of the Air-conditioners.

q) The contractor must keep the telephones and mobile phones in working condition and all technicians also must have mobile facility for fast & prompt communication.

r) The quantities of Air Conditioners (both window and split) shown in Annexure-I of the tender document may be increased/ decreased . The company reserves the right to exclude/include any number of Air Conditioners of similar specification/type within the scope of the work.It will be obligatory on the part of the Contractor to accept the same and carry out the assigned job at the same rates,terms and conditions.

s) **PENALTY** : The problem/fault will be communicated over telephone. The contractor shall depute his persons immediately after receiving the complaint to attend the problem. If faulty AC unit can not be repaired within 48 Hours of occurring the fault, penalty [charges@200.00](#) per day shall be imposed subject to a maximum of Rs.1400.00 per machine in each case.

In case AC is taken to workshop, the contractor has to provide services for repair and installation of the same within 3 to 4 days, otherwise penalty charges @ 200.00 per day shall be imposed subject to maximum of Rs. 1400.00. However, due to some unavoidable reasons/criticality,the contractor may be allowed to take more than 3 to 4 days in the workshop subject to the approval of EIC.

t) **PAYMENT** : The payment to the Contractor shall be made on quarterly basis subject to receipt of respective service reports. No advance payment will be made by OIL. Payment for spares parts will be made on submission of a copy of purchase invoice.

(End of Annexure-II)

ANNEXURE-III

LIST OF AIR CONDITIONERS

Sl. No.	LOCATION	Quantity	Capacity
	SPLIT UNITS		
1	Kothi No. 187, Sector-15A, Noida.	9	1.5 /2.0 Ton
2	M-125, FF, Greater Kailash-II, New Delhi	5	1.5 / 1.8 Ton
3	B-12, AGV, New Delhi	6	1.5 / 1.8 Ton
4	Kothi No. 14, Sector-15A, Noida.	6	1.5 / 2 Ton
5	Kothi No. 10, Sector-15A, Noida.	5	1.5 / 2 Ton
6	D-1/48, Satya Marg, Chanakyapuri, New Delhi	3	1.5 Ton
7	M-125, GF, Greater Kailash-II, New Delhi	5	1.5 Ton
8	S-48.GK-II, FF, New Delhi.	4	1.5/2 Ton
9	S-1/523, AGV, New Delhi.	5	1.5 /1.8 Ton
10	S-1/517-522, AGV, New Delhi.	10	1.5/1.8 Ton
11	S-1/393, GK-II, FF, New Delhi.	5	1.5 Ton
12	Flat No.73, Sector-15A, Noida	1	1.5 Ton
13	Flat No.74, Sector-15A, Noida Holiday Home	2	1.5 Ton
14	Flat No.75, Sector-15A, Noida	1	1.5 Ton
15	Flat No.76, Sector-15A, Noida	1	
16	Flat No.84, Sector-15A, Noida	1	1.5 Ton
17	Flat No.89, 90, Sector-15A, Noida	7	1.5 / 2 Ton
18	Flat No. 84, Sector-15A, Noida	1	1.5 Ton
19	Flat No.97, Sector-15A, Noida	1	1.5 Ton
20	Flat No.105, Sector-15A, Noida	1	1.5 Ton
21	Flat No.108, Sector-15A, Noida	1	1.5 Ton
22	Flat No.111, Sector-15A, Noida	3	1.5 Ton
23	Auditorium, Sector-15A, Noida	11	1.5 Ton
24	OIL House, Sector-16A, NOIDA	35	1.5 Ton
25	NBCC Centre, Okhla, New Delhi.	4	1.5 Ton
	Total	133	
	WINDOW UNITS		
1	Flat No.74, Sector-15A ,	3	1.5 Ton
2	S-48.Greater Kailash-II, New Delhi.	2	1.5 Ton
3	B1/12, Hauz Khas, Holiday Home	3	1.5 Ton
	Total	8	

Annexure--IV

BID REJECTION CRITERIA / BID EVALUATION CRITERIA (BRC/BEC)

(A) BID REJECTION CRITERIA (BRC):

The bid shall conform generally to the specifications and terms and conditions given in the Tender Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the bidders without which the bid will be considered as non-responsive and rejected. All documents related to BRC must be submitted along with the Bid.

- 1.1 **Technical Criteria** : The bidder should have experience of successfully executing at least 1(one) similar nature of work of value not less than Rs.1.88 lakhs in previous 7(seven) years to be reckoned from the original bid closing date. Similar works means repair & maintenance of split & window type air conditioners.

Notes:

- a) **SIMILAR WORKS** : Similar work means repair & maintenance of split & window type air conditioners.
- b) **Proof of experience** : Bidders must submit the following documents along with their bid, in support of meeting technical criteria, otherwise their bid will be rejected :
- i) Photocopy of Contract document or Letter of Award showing details of work , value of the contract & date of completion.
 - ii) Completion certificate showing Contract no., description of work/service, Gross value, duration of the contract and date of completion of the contract.

1.2 **Financial Criteria** :

Annual Turnover shall be Rs.1.88 lakhs in any of preceding 3 financial years.

Proof of Annual Turnover :

- (i) All documents in support of meeting financial turnover must be duly certified by a practicing Chartered/Cost Accountants firm. Otherwise the offer of the bidder will be rejected.

1.3 **Net Worth** : Net Worth should be positive for preceeding financial/accounting year.

- 1.4 Bidders must quote their offer in accordance with the Bidding Format for Rates provided in Appendix-I in the Bid documents. Rates received in any other format will be rejected.
- 1.5 Bid must be valid for 90 days from the scheduled Bid Closing date. Bids with inadequate validity will be rejected.
- 1.6 Any Bid containing false statement shall be rejected.
- 1.7 Any Bid received by Company after the deadline for submission of Bids prescribed herein will be rejected.

1.8 The rate quoted by Bidders must be held firm during the term of the contract and not be subjected to any variation except as per the provisions of the contract. Bids with adjustable price terms will be rejected.

1.9 Unsolicited bids will be rejected straightway.

1.10 There must be no exception to the following Clauses including sub-clauses, as applicable, otherwise the Bid will be rejected.

- | | |
|-------------------------------|----------------------------|
| - Performance Security Clause | - Termination Clause |
| - Tax & Duties Clause | - Arbitration Clause |
| - Force Majeure Clause | - Liquidated Damage Clause |
| - Penalty Clause | - Liability Clause. |

1.11 No deviation or exception will be accepted in the clauses covered under BRC/BEC.

NOTE: If any clauses in the BRC contradict clauses elsewhere in the Bid Document, then the clauses in the BRC shall prevail.

2.0 BID EVALUATION CRITERIA (BEC):

2.1 Bids will be technically evaluated as per the requirements of the Bid Document. The bid should meet the specifications and other requirements given in the Bid Document.

2.2 Bids conforming to the technical specifications and terms and conditions stipulated in the tender document and conforming to the Bid Rejection Criteria of the tender will be considered for further evaluation and to determine the lowest bidder.

2.3 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Comparison of offers will be done on the evaluated cost on the basis of rates quoted in the Bidding Format (Annexure-V).

2.4 In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.

2.5 Similarly, in the event of discrepancy between words and quoted figure, words will prevail.

(End of Annexure - IV)

Annexure-V

BIDDING FORMAT (SCHEDULE OF RATES)
(Tender No. LCP 6908L18)

A. Preventive Maintenance Charge for 2(Two) years :

Sl. No	Item Description	Unit	Quantity (a)	Rate A/C per year. (In Rs.) (b)	Total for 2 year (In Rs.) c= (axbx2)
1.	Window mounted AC capacity :1 to 2 Tons	Nos.	8		
2.	Split AC capacity :1.5 to 3.0 Tons	Nos.	133		
3.	GST in %				
Total including GST (A) (Rs.)					

B. Charges for Shifting and re-installation of Air Conditioners for 2 years:

Sl. No.	Item	Unit	Quantity	Rate per A/C. (In Rs.)	Total charges (In Rs.)
1.	Charges for Shifting & re-installation of Air Conditioners from one room/place to another room/place in the same premises/location .				
	a) Window A/C	Nos.	16 (Approx.) for 2 years		
	b) Split A/C.	Nos.	46 (Approx.) for 2 years.		
2.	Charges for shifting & re-installation of Air Conditioners from one premises/office/location to another premises/office/location.				
	a) Window A/C	Nos.	16 (Approx.) for 2 years.		
	b) Split A/C.	Nos.	46 (Approx.) for 2 years.		
GST in %					
Total including GST (B) (Rs.)					

BIDDING FORMAT (SCHEDULE OF RATES)
(Tender No. LCP 6908L18)

C. SUPPLY & REFILLING OF REFRIGERANT FOR 2 YEARS:

Sl. No.	Item	Unit	Quantity	Rate per A/C. (In Rs.)	Total charges (In Rs.)
1.	Window mounted AC capacity :1 to 2 Tons (Average monthly 5 nos.)	50 (Approx.) for 2 years.			
2.	Split AC capacity :1.5 to 3.0 Tons(Average monthly 5 nos.)	180 (Approx.) for 2 years.			
GST in %					
Total including GST (C) (Rs.)					

Grand Total value including GST (A+B+C) :

D. Spare parts :

(a) The Contractor will have to provide documentary evidence of any replacement of parts etc. to the satisfaction of OIL. Any replacement of parts will be as per the instruction of OIL's authorized personnel only.

(b) Proof of purchase of replacement parts/spares is to be provided to OIL and the same will be reimbursed, if found undisputed.

NOTES:

1. Evaluation will be on the basis of Grand Total value including GST. Grand total value including taxes must be inclusive of all taxes, statutory levies, duties, out of pocket expenses, transportation cost etc. No extra payment except for replacement parts/ spare parts will be made.

(End of Annexure - V)

Annexure-VI

(TAXES AND DUTIES CLAUSE - FOR VENDOR/SUPPLIER/CONTRACTOR)

INDIRECT TAXES(GST) :

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:

(a) GST - means any tax imposed on the supply of goods and/or services under GST Law.

(b) Cess ó means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017. (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.

2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies.

However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract/agreement then the bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.

4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.

5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.

6. When Input tax credit is available for Set Off as per the end use certification given by User Department at the time of raising Purchase Requisition (P.R.) Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders .

When Input tax credit is NOT available for Set Off

Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders.

7. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.

8. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.

9. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

(End of Annexure - VI)

Appendix- I

COMMERCIAL CHECK LIST :

<p>THE CHECK LIST MUST BE COMPLETED AND RETURNED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE SELECT "Yes" OR "No" (WHEREVER APPLICABLE) TO THE FOLLOWING QUESTIONS, IN THE RIGHT HAND COLUMN.</p>		
Sl. No.	REQUIREMENT	COMPLIANCE
1.0	Whether bid submitted under Single Stage Composite Bid System?	Yes/ No
2.0	Whether quoted offer validity of 90 (Ninety) days from the Bid Closing date of tender?	Yes/ No
3.0	Whether all BRC/BEC clauses accepted?	Yes/ No
4.0	Whether prices submitted as per Bidding Format?	Yes/ No
5.0	Whether confirmed acceptance of tender Payment Terms?	Yes/ No
6.0	Whether confirmed to submit PBG as asked for in NIT?	Yes/ No
7.0	Whether agreed to submit Performance Security / Security Deposit within 15 days of the issue of Letter of Award/contract?	Yes/ No
8.0	Whether quoted as per NIT (without any deviations)?	Yes/ No
9.0	Whether quoted any deviation?	Yes/ No
10.0	Whether deviation separately highlighted?	Yes/ No

APPENDIX - II

Guidelines for Public Procurement Policy for Micro and Small Enterprises (MSEs):

Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises.

The Public Procurement Policy shall apply to Micro and Small Enterprises registered with:

- (i) District Industries Centers or
- (ii) Khadi and Village Industries Commission or
- (iii) Khadi and Village Industries Board or
- (iv) Coir Board or
- (v) National Small Industries Corporation or
- (vi) Directorate of Handicrafts and Handloom or
- (vii) Any other body specified by Ministry of Micro, Small and Medium Enterprises

2.0 Classification of Micro, Small and Medium Enterprises (MSME) for supply of Goods :

In the case of the enterprises engaged in the manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act, 1951, as:

(a) A Micro enterprise, where the investment in plant and machinery does not exceed twenty five lakh rupees.

(b) A Small enterprise, where the investment in plant and machinery is more than twenty five lakh rupees but does not exceed five crore rupees.

(c) A Medium enterprise, where the investment in plant and machinery is more than five crore rupees but does not exceed ten crore rupees.

2.1 The MSEs owned by SC/ST entrepreneurs shall mean:

- a) In case of Proprietary MSE, proprietor(s) shall be SC/ST.
- b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
- c) In case of Private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

3.0 Benefits to Micro and Small Enterprises :

- i) **Exemption from payment of Tender Fee :**

Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from payment of tender fee irrespective of monetary limit mentioned in their registration certificate provided they furnish documentary evidence that they are registered for the items they intend to quote against OIL tenders.

ii) Exemption from submission of Earnest Money/Bid Security :

MSEs (and not their dealers/distributors) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from submission of Bid Security/Earnest Money provided they are registered for the items they intend to quote.

4.0 Documents Required to be submitted by MSEs :

Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME shall submit copy of valid Registration Certificate for the items they intend to quote along with the bid. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

5.0 Performance Security : Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME however, should note that Performance Security shall be required to be submitted by them for orders/contracts placed by OIL on them.

6.0 Purchase Preference to Micro and Small Enterprises:

Purchase preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME :

In case participating MSEs quote price within price band of L1+15%, such MSE shall be allowed to supply bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply 100% of tendered value at the L1 price.

A target of 4% out of 100% has been earmarked for procurement from MSEs owned by the SC or ST entrepreneurs. Provided that, in event of failure of such MSEs to participate in tender process or meet tender requirement and L-1 price, 4% earmarked for MSEs owned by SC or ST entrepreneurs shall be met from other MSEs.

In case of more than one such MSE qualifying for 15% purchase preference, the 100% supply shall be shared equally amongst such MSEs. However, in the opinion of OIL if tendered items are non-splitable or non-dividable, OIL reserves the right to place order for supply of 100% quantity to lowest eligible MSE amongst the MSEs qualifying for 15% Purchase preference.

7.0 In case a supplier (other than Micro/Small Enterprise) against an order placed by OIL procures materials from their sub-vendor who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, with prior consent in writing from OIL, the complete details (i.e. name of the subcontractor, value of subcontracted work, copy of valid MSE registration certificate etc.) of the sub-contractor(s) shall be furnished by the supplier to OIL.

.....