

IMPORTANT NOTE

TENDER NO. : LCP 1617L17 DATED 30.06.2016

BID CLOSING DATE : 02.08.2016 at 14:30 Hrs.(IST)

BID OPENING DATE : 02.08.2016 at 14:45 Hrs.(IST)

Limited Tender No. LCP 1617 L1 7 has been issued to the following 11(Eleven) parties :

1. M/s. Alert Pest Control.
2. M/s. Uttranchal Pest Control.
3. M/s. Pest Control & Fumigation Service(Regd.).
4. M/s. Hi Care Pest Control.
5. M/s. Fast Care Pest Management Services.
6. M/s. Modern Pest Control.
7. M/s. Capital Pest Control (India).
8. M/s. Premier Horticultural Enterprises.
9. M/s. Pest Control Incorporated.
10. M/s. Allied Pest Control.
11. M/s. Orient Pest Control.
12. M/s. Neha Gupta and Associates.

Apart from above 11 (Eleven) parties, any other party who is interested to participate in this tender can download the tender document and submit their bid within the scheduled Bid Closing date & time , provided they can meet the following Prequalifying Criteria of the tender (Refer para 8.0 of tender):

Prequalifying Criteria :

i) Annual Turnover :

Average Annual Financial Turnover as per the audited Annual Report should be at least Rs. 2.4 lakhs.

ii) Work Experience :

Bidder should have experience of having successfully completed similar works during the last 7 years ending 30.05.2016 of value either of the following:

a) 3(Three) similar completed works each costing not less than the amount equal to Rs.3.20 lakhs.

OR

b) Two similar completed works each costing not less than the amount equal to Rs. 4.00 lakhs.

OR

c) Three similar completed works each costing not less than the amount equal to Rs. 6.40 lakhs.

Similar Works: Similar works means Pest Control and Fogging services.

Note :

All the bidder must submit documentary evidences alongwith their offer in proof of meeting the above qualifying criteria. Otherwise their offer will be rejected.



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

(F O R W A R D I N G L E T T E R)

Tender No.	LCP 1617L17
Date	30.06.2016
Bid Closing Date	02.08.2016
Bid Closing Time	14 : 30 Hrs.(IST)
Bid Opening Date	02.08.2016
Bid Opening Time	14 : 45 Hrs. (IST)
Performance Security	7.5%. (2.5% to be deposited along with acceptance of contract and the remaining 5% will be recovered from running account bill).

Sirs,

1.0 Oil India Limited (OIL), a Govt. of India Enterprise, invites sealed quotations for Carrying out Comprehensive Pest Control and Fogging services at different locations (offices as well as residential area of Oil India Limited) viz. OIL House, Director's office at 6th floor of SB Tower, Sector-16A, Noida, CEMG Office (5th floor of IT Infrastructure Building, FC-24, Sector 16A, Noida, all flats of OIL Residential Complex, Sector-15A, Noida, Director's Residents and other houses owned by OIL at Noida and New Delhi. Details of locations have been provided in the Bidding Format for Rates enclosed as PART-I to this tender. Duration of the contract will be for a period of 2(two) years with a provision of extension for another 1(one) year at the same rates, terms and conditions with mutual consent subject to satisfactory performance of the agency.

2.0 General Terms and Conditions of the tender are enclosed vide Annexure-I.

3.0 Special terms and conditions are as under :

i) The Pest Control & Fogging agency shall use only those pesticides which are recommended/ approved by Govt. of India and World Health Organisation (WHO). Documentary evidences must be enclosed along with the offer, failing which the offer shall be rejected.

ii) The Pest Control & Fogging agency shall furnish all relevant papers i.e commercial pesticide licenses and list of every employee who will be working in OIL's premises. Identity card will be issued by the agency.

iii) The Pest Control agency shall ensure that the pest control & Fogging once done shall remain effective upto next pest control, failing which it shall have to be done again without any additional cost.

iv) Agencies have to quote their lump sum rates of OIL's Properties of each location as mentioned in column PR Service Line Item.

- v) Before submission of their offer, the authorized person of the agencies will be allowed to visit each site/location, to have an idea of actual job requirement.

4.0 Scope of Work :

- a) Carrying out comprehensive pest control & Fogging jobs in different locations as per details given in the Bidding Format for Rates enclosed vide PART-I.
- b) Agency shall provide the service of pest control on monthly basis & 6 (six) Fogging services (June to October) or as and when required in each calendar year & proper record of the job done should be maintained at each of the above mentioned locations and log sheet will be maintained in each location which will be countersigned by supervisor of the authorised person of agency.
- c) The agency will submit a copy of the signed log sheet along with their bill, for releasing payment.

5.0 You are requested to submit your most competitive offer in a sealed envelope superscribing the following details on the right hand top corner :

OIL's Tender No. _____
Bid Closing date _____
Brief description of service _____
Bidder's Name _____

6.0 Offers must be addressed to:

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

6.1 The sealed envelope containing the offer must be dropped at the Tender Box available at the Office of General Manager(C&P) at above address latest by 2.30 PM (IST) on the Bid Closing Date.

6.2 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 the bids.

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

6.5 Your offer must include :

- i) Tender No. & Date
- ii) Full description of the work offered.
- iii) Rates as per the Bidding Format enclosed as PART-I.
- iv) Documentary proof of meeting prequalifying criteria.

6.6 All entries in the offer must be made in English. The offered rate must be firm and shall be both in figures and words. Deviations/conditions, discounts if any, should be high-lighted. Offer should show the details of Taxes, Duties and other charges, if any. In absence of these details the quoted rates shall be considered as net price inclusive of all charges / expenses for completing the job in all respect at the required place / location.

7.0 Validity of Bid :

Offers must be valid for acceptance for a period of 75 (seventy five) days from the Bid Closing date. Bidder must indicate validity of their offer in the quotation. In the absence of any categorical mention regarding validity of the offer, it will be construed that the offer is valid as asked for in the tender document. Bid with lesser validity shall be rejected straightway.

8.0 Pregualifying Criteria :

i) Annual Turnover :

Average Annual Financial Turnover as per the audited Annual Report should be at least Rs. 2.4 lakhs.

ii) Work Experience :

Bidder should have experience of having successfully completed similar works during the last 7 years ending 30.05.2016 of value either of the following:

a) 3(Three) similar completed works each costing not less than the amount equal to Rs.3.20 lakhs.

OR

b) Two similar completed works each costing not less than the amount equal to Rs. 4.00 lakhs.

OR

c) Three similar completed works each costing not less than the amount equal to Rs. 6.40 lakhs.

Similar Works: Similar works means Pest Control and Fogging services.

Note :

All the bidder must submit documentary evidences alongwith their offer in proof of meeting the above qualifying criteria. Otherwise their offer will be rejected.

9.0 Contact Personnel : For any clarification bidder may contact the following person :

Ms. Rupanjali Saikia
Senior Manager (Admin),EO to CMD.
Contact No. 8800777266

10.0 Bid Rejection Criteria :

10.1 Bids with inadequate validity(less than 75 days) will be rejected.

10.2 Bids received after Bid Closing date and time will be rejected.

10.3 Bids received from unsolicited bidder will be rejected.

10.4 Bids containing incorrect statement and / or incomplete information will be rejected.

10.5 Bidders must quote for all the items failing which the offer will be considered as unresponsive and will be rejected.

11.0 Bid Evaluation Criteria :

11.1 Evaluation will be on overall total lowest value, based on the quantities shown in the Bidding Format for Rates enclosed as PART-I.

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

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

12.0 Mobilisation Time & Commencement of Contract :

Successful bidder must mobilize their services within 3 days after issue of contract and the service must be commence from 01.09.2016.

13.0 Payment Terms:

After successful completion of the required jobs in each month, payment will be released within 30 days of submission of undisputed bills. A copy of the log sheet, duly signed by authorized person must be enclosed along with the bill.

14.0 Contact Personnel ; For any clarification bidder may contact the following person :

Ms. Rupanjali Saikia
Senior Manager (Admin),EO to CMD.
Contact No. 8800777266

15.0 Termination :

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

16.0 Offers must conform in all respects to the terms & conditions of the tender. Deviations, if any, must be clearly and specifically stated. OIL reserves the right to reject any or all tenders or to accept any tender either in full or in part without assigning any reason whatsoever.

17.0 By submitting a bid, a bidder will be deemed to have understood and satisfied himself the nature of service to be rendered and they have taken into account all conditions and difficulties that may be encountered during supply of the items.

18.0 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 & development of Micro and small Enterprises. Details are provided in Annexure-II enclosed to this tender. For details information, bidders are requested to go through the enclosed Annexure- II.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

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

PART- I

BIDDING FORMAT FOR RATES

DETAILS OF DIFFERENT LOCATIONS WHERE SERVICE IS REQUIRED & DURATION ARE AS UNDER:

SL. No.	Description of location	Duration of service	Unit	Unit Rate (Rs.)	Total (Rs.)
1	OIL House, Plot No.19, Sector-16A, Noida.	24	Month		
2	CEMG office , Sector- 16A, Noida.	24	Month		
3	Office (S.B.TOWER), Sector-16A, Noida.	24	Month		
4	OIL Residential Complex, Sector -15A, Noida.	24	Month		
5	OIL Auditorium at Sector-15A , Noida.	24	Month		
6	House No.-S-393, GK-II, New Delhi.	24	Month		
7	House No.S-48, GK-II, New Delhi.	24	Month		
8	House No. B- 1/12, Hauz Khas, New Delhi.	24	Month		
9	Residence of CMD, C-10, Tower-9, New Delhi.	24	Month		
10	Residence of D(F), M-125, First Floor, GK-II, New Delhi.	24	Month		
11	Residence .of D(E&D), House No.5(Ground Floor), Sec.-15A,Noida.	24	Month		
12	Residence of D(O), House No.14(First Floor), Sector-15A,Noida.	24	Month		
13	Residence of D(HR&BD), B-12, Asian Games Village, New Delhi.	24	Month		

14	Residence of CVO, B-112, Sector-40, Noida.	24	Month		
15	M-125, Ground Floor, GK-II, New Delhi.	24	Month		
16	Flat No. 403, Tower-14, Common Wealth Games, New Delhi.	24	Month		
17	House No. S-1/522 & 523, Asian Games Village, New Delhi.	24	Month		
18	House No. S-517, Asian Games Village, New Delhi.	24	Month		
Total cost of service (Rs.)					
Taxes, if any.					
Grand Total value (A) (Rs.)					

Note: Grand total value (A) should be inclusive of all taxes. No payment other than the above mentioned value will be paid.

(End of PART-I)

Annexure- I

OIL INDIA LIMITED

(A Government of India Enterprise)
Plot No. 19, Sector 16A, Noida - 201301
Phone: 0120 - 2419000
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, duty etc, 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. However, any increase in statutory levy after the expiry of the scheduled date of delivery shall be to the contractor's account.

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 75 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 covering page 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. Bids not complying with OIL's requirement may be rejected without seeking any clarification.

6.0 DOCUMENTS COMPRISING THE BID :

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

- a) Schedule of Rates (Refer PART-I enclosed)
- b) Bid must accompany all documents in proof of meeting prequalifying criteria of the tender.
- c) Exceptions/Deviations Statement, if any
- d) Authorisation letter for attending Tender Opening (Refer Annexure - IV)

7.0 SUBMISSION OF OFFER :

7.1 *In the event of receipt of only a single 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. During the extended period, the bidders who have already submitted the bids on or before the original B.C. date , shall not be permitted to revise their quotation.*

7.2 Bidders, in their own interest, are advised to drop their offers personally in "LOCAL TENDER BOX" 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 General Manager (C & P), Oil India Limited, Plot No.19, Sector-16A, NOIDA by the Bid Closing Date & time mentioned in the forwarding letter.

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 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.

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 LATE BIDS :

- 11.1 Timely submission of tenders is the responsibility of the bidder. Bidders are advised in their own interest to ensure that bids are submitted before the Bid closing date and time of the tender. Bids received after Bid Closing Date & time will be treated as "Late Bids". 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 (only one person per bidder) will be allowed to be present at the time of opening of the Bids. However, a letter (in the form as per Proforma-I enclosed) 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 ANY BID 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 FURNISHING FRAUDULENT INFORMATION/DOCUMENT :

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, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.

18.0 PERFORMANCE SECURITY :

- 18.1 The successful bidder shall furnish the Performance Security in the form enclosed (Proforma -II) 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 and forfeit the Bid Security. Bidders should undertake in their bid to submit Performance Security as stated above. Performance Security should be for an amount as mentioned in the Forwarding Letter. The Bank Guarantee issued by any Scheduled Bank should be kept valid for six more month 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 six months after the validity of the Contract and extensions if any.
- 18.2 In the event of Bidder's failure to discharge their obligations under the Contract, the Performance Security shall be forfeited in part or full without any further reference to the Bidder.
- 18.3 The Performance Security shall be denominated in the currency of the contract and shall be in the form of a Bank Guarantee or Bank Draft.

- 18.4 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.
- 18.5 The Bank Guarantee issued by the Bank amongst others must contain the following particulars of the Bank
- (a) Full Address
 - (b) Branch Code
 - (c) Code Nos. of the authorized signatory with full name and designation
 - (d) Phone Nos./Fax Nos./E-mail address
- 18.6 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.
- 18.7 The Bank Guarantee shall be enforceable at NOIDA/DELHI or as specified in the Tender/Contract.
- 18.8 Performance Security amount will not accrue any interest.

19.0 RETENTION MONEY :

A Retention Money equivalent to 5 % of the bill amount will be deducted. This amount will be released to the Contractor along with the Performance Security i.e. after 6(six) months from Completion of the Contract period. Retention Money will not accrue any interest.

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 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 statues, 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.

23.0 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

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

Govt. of India under Micro,small and Madium 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 in Annexure-II enclosed to this tender.

Bidders are requested to go through the enclosed Annexure- II for detailed informations.

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

Proforma-I

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:

PERFORMANCE BANK GUARANTEE

Oil India Limited,
Plot No. 19, Sector 16A
NOIDA-201301
Attn: Senior Adviser (Contracts & Purchase)

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ 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 as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words)(_____), such amount 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 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 modification of the terms of the Contract or the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the date _____ (calculated at 6 months after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Date: _____

Place: _____

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 :

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 payment of tender fee irrespective of the 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 subcontacted work, copy of valid MSE registration certificate etc.) of the sub-contractor(s) shall be furnished by the supplier to OIL.

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