

## **TENDER No.LCP1105L17 Dated 16.05.2016**

This tender for procurement of “**Caretaking Service at House No. S – 393, GK – II, New Delhi**” has been floated addressing to the following 5(five) parties. However, any other party who are interested to participate in the tender can download the tender document and submit the bid within the scheduled Bid Closing date & time.

- i) M/s. Gourmet's Food, New Delhi
- ii) M/s. Samaira Creations, New Delhi
- iii) M/s. New Delux Caterers & Event Managers, New Delhi
- iv) M/s. Talented India, Kolkata
- v) M/s Ivy Square Catering & Decorators Pvt. Ltd., Delhi

Note: All addenda, Corrigenda, time extension etc. to the Tender will be hosted on the OIL's website [www.oil-india.com](http://www.oil-india.com). Any other bidders who wish to participate should regularly visit above website to keep themselves updated.



**Oil India Limited**  
(A Govt. of India Enterprise)

Plot No. 19, Sector 16A, Noida – 201301, U.P.  
Phone: 0120 –2419000  
Fax: 0120-2419120  
E-mail: [oilindia@oilindia.in](mailto:oilindia@oilindia.in)  
Web Site: [www.oil-india.com](http://www.oil-india.com)

### **Forwarding Letter**

<b>Enquiry No.</b>	LCP1623L17
<b>Date</b>	01.07.2016
<b>Bid Closing Date</b>	26.07.2016 at 14 :30 Hrs (IST)
<b>Bid Opening Date</b>	26.07.2016 at 15 :00 Hrs (IST)
<b>Bid Security</b>	Not applicable
<b>Performance Security</b>	<b>7.5 % of the total Contract Value</b> (initial security deposit along with acceptance of contract is to be deposited for 2.5% and remaining 5% is to be recovered from running account bill)

Sirs,

**1.0** We, Oil India Limited (OIL) is a premier Public Sector oil company under the administrative control of Ministry of Petroleum and Natural Gas, Govt. of India, invite you to submit your firm quotation for **“Caretaking Service at House No. S – 393, GK - II”** comprising 3 (three) rooms and 1 (One) drawing cum dinning area as specified in the enclosed Annexure – II complete in all respect without keeping any ambiguity and conforming to the "General Terms & Conditions" (enclosed Annexure I) and Annexure – III , Annexure - IV. Please quote your most competitive rates on monthly basis as per Annexure - V for providing the said services as per the scope of work enclosed herewith as Annexure-II (includes charges of menu meal wise as Annexure-III and rates for Laundry Service as Annexure - IV). The quoted rate should be inclusive of all taxes, duties and charges etc. Your special attention is drawn to the following:

**2.0** You may submit your most competitive offer in a sealed envelope super scribing the following details on the right hand top corner:

OIL's Enquiry No. \_\_\_\_\_  
Bid closing date \_\_\_\_\_  
Brief description of the job \_\_\_\_\_  
Bidder's Name \_\_\_\_\_

**3.0** Offers must be addressed to:

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

- 4.0** The sealed envelope containing the offer must be delivered at the Office of General Manager (C&P) at above address positively within 14 : 30 Hrs (IST) on the Bid Closing Date.
- 5.0** Bidders, in their own interest, are advised to drop their bids personally in the Tender Box placed at the Office of Senior Advisor (C&P) 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.
- 6.0** In case of unscheduled holiday on the Bid Closing Date, the Bid Closing Date and 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** All entries in the offer must be made in English. The offered rate(s) must be firm and shall be both in figures and words. Deviations/conditions, discounts if any, should be highlighted. 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.

**9.0 Validity of offers:**

Offers must be valid for acceptance for a minimum period of 90 (ninety) days from the Bid Closing date.

- 10.0** 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.
- 11.0** By submitting a bid, a bidder will be deemed to have understood and satisfied himself about the nature of service to be rendered and they have taken into account all conditions and difficulties that may be encountered during execution of the contract.

**12.0 Duration of the 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 rate, terms and conditions at OIL's option. The quoted rate shall remain firm throughout the duration of the contract.

**13.0 Commencement Date :**

The successful bidder must commence to provide caretaking services as per the tender within 7 days or as specified in the Contract.

**14.0 Penalty:**

In the event the contractor fails to perform the duties in the manner as desired and or does not comply with the contract provisions and terms and conditions, OIL shall have the right to deduct such amount as deemed appropriate as penalty. The amount of such deduction

will be on pro-rata basis of the value of the contract. The decision of OIL in this regard will be final and binding on the contractor.

**15.0 Payment Term:**

Payment will be made on monthly basis for each completed calendar month after deducting penalty/liquidated damages, if any, within 30 days from submission of undisputed bills.

**16.0 Bid Rejection Criteria:**

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 Scope of Work. 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 same will be considered as non-responsive and rejected. All documents related to BRC must be submitted along with the Bid.

16.1 The bidder should have experience of executing similar works in PSUs / Central Govt./ State Govt. Organizations or Enterprises or reputed Private Organizations or Enterprises during the last 7 (seven) years ending April, 2016, of value either of the following.

- I. Three completed works each costing not less than Rs. 2.35 lakh.  
or
- II. Two completed works each costing not less than Rs. 2.94 lakh .  
or
- III. One completed work costing not less than Rs. 4.7 lakh .

“Similar Work” means caretaking service in guest houses, transit accommodations, Holiday home etc.

16.2 Average Annual financial turnover as per Audited Annual Reports for the last three accounting years, should be at least Rs. 1.76 Lakh.

Bids should be accompanied by adequate documentary proof in support of experience and turnover as mentioned above.

16.3 Conditional offers will be rejected.

16.4 Bids with inadequate validity will be rejected.

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

16.6 Bids received from unsolicited Parties will be rejected.

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

16.8 Bidders are requested to quote as per the Price Schedule (Annexure - V) failing which the offer will be considered as unresponsive and will be rejected.

16.9 To determine the substantial compliance of a Bid, Company reserves the right to ask the Bidder for clarification of clauses covered by the BRC/BEC. Such clarifications to ensure compliance with the BRC/BEC clauses must be received on or before the deadline given by Company or the Bid will be rejected.

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

**17.0 Bid Evaluation Criteria :**

17.1 Evaluation will be on overall total lowest value, based on the quantities shown.

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

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

**18.0 Contact Personnel:**

Interested bidders may contact the following person to visit the site at their own expenses to have a realistic assessment of the job:

Mrs. N Ratna, Chief Manager( Admin)  
Mob: 9810539139

Thanking you,

Yours faithfully,  
OIL INDIA LIMITED

(Mrs. Anurag Gohain)  
Manager Materials (C & P)  
For General Manager (C & P)  
For Chairman & Managing Director

**OIL INDIA LIMITED**

(A Government of India Enterprise)  
Plot No. 19, Sector 16A, Noida - 201301  
E-mail: [oilindia@oilindia.in](mailto:oilindia@oilindia.in)  
Web Site: [www.oil-india.com](http://www.oil-india.com)

**GENERAL TERMS AND CONDITIONS**

**(PLEASE REFER TO APPENDIX-A FOR SUBSEQUENT AMENDMENT OF GENERAL TERMS & CONDITIONS FOR TENDER)**

**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 - V. 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.

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 rejected. 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 Annexure - V)

b) Bid must accompany necessary literature/catalogue of the product, wherever required.

c) Exceptions/Deviations Statement, if any

d) Authorisation letter for attending Tender Opening (Refer Annexure - VI)

#### **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 at NOIDA by the Bid Closing Date & time mentioned in the Notice Inviting Tender (NIT).
- 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.

#### **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 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



Annexure - VI 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 BID SECURITY:**

- ~~17.1 All the Bids, wherever applicable, must be accompanied by Bid Security for the amount as mentioned in the NIT and shall be in the prescribed format (Annexure – VII) in one of the following forms:~~

- ~~i) A Bank Guarantee from any scheduled Indian Bank. The Bank Guarantee shall be valid for 3(three) months from the bid closing date and shall be enforceable at NOIDA/Delhi.~~
- ~~ii) Bank draft in favour of OIL INDIA LIMITED and payable at NOIDA.~~

~~17.2.1 The bidders will have to submit the Bank Guarantee from any of the scheduled Indian banks and on non-judicial stamp paper of requisite value, as per the Indian Stamp Act, purchased in the name of the issuing banker.~~

~~17.2.2 The Bank Guarantee issued by a Bank amongst others must contain the following particulars of such 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~~

~~17.2.3 In case, any such Bid 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 bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders.~~

~~17.3 Any bid not accompanied by a proper Bid Security (in Original) in conformity with Clauses 17.1 and 17.2.1 will be rejected outright without any further reference.~~

~~17.4 The Bid Security of the unsuccessful bidders will be returned after finalization of tender whereas the Bid Security of the successful bidder will be discharged on such bidder's furnishing the Performance Security to OIL in the prescribed format (Annexure VIII) against the Purchase Order secured by the bidder within the stipulated time frame. The successful bidder will however, ensure that the validity of the Bid Security till such time the Performance Security in conformity with Clauses 18.0 below as the case may be, is furnished.~~

~~17.5 The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.~~

~~17.6 Bid Security will not accrue any interest during its period of validity or extended validity.~~

~~17.7 The Bid Security will be forfeited:~~

~~a) If a bidder withdraws his bid during the period of validity of bid or any extension thereof duly agreed by the bidder;~~

~~OR~~

~~b) If the successful Bidder do not accept the order or fails to furnish the Performance Security within 15 days of placement of order or before the expiry of Bid Security (unless extended), whichever is earlier~~

## **18.0 PERFORMANCE SECURITY :**

18.1 The successful bidder shall furnish the Performance Security for an amount as mentioned in the Forwarding Letter in the form enclosed (Annexure - VIII) 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. The Bank Guarantee 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 Demand Draft or Bankers Cheque for the amount mentioned above. Performance security in any form will be returned to the Contractor only after 90 days beyond 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, wherever applicable, 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 An amount equivalent to 5 % of total contract value will be deducted from each running account bill till final completion of the Contract.
- 18.9 Security deposit for performance will be released to the Contractor after 90 days beyond completion of the Contract period.
- 18.10 Performance Security amount will not accrue any interest.

**19.0 RETENTION MONEY:**

~~A Retention Money equivalent to 7.5 % of each running account bill will be deducted till final completion of the Contract. This amount will be released to the Contractor along with the Performance Security i.e. after 6(six) months but within 7(seven) 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 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security / Performance Security shall be forfeited and the bidder / the party/the contractor shall be debarred for a period as per Company's policy from the date of detection of such fraudulent act, besides legal action.

**24.0 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).

**25. 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.

**26.0 TERMINATION:**

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

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**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 sub-contacted 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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### **SCOPE OF WORK**

The contractor shall provide complete care taking services to Oil India Limited (OIL) for its premises at House No. S – 393, GK – II, New Delhi. The contractor shall be required to provide such services for 03 rooms and drawing cum dining area which comprises the following:-

- Three rooms in First Floor
- Drawing-cum-dining area

### **CARETAKING/ HOUSE KEEPING:**

1. The contractor shall render comprehensive care taking services to take care of complete day-to-day functioning of the transit accommodation including housekeeping and catering services.
2. The contractor shall provide entire housekeeping services like dry sweeping and wet mopping of all the rooms/ common areas using specialized cleaner and chemical, dusting of all fixture and furniture, cleaning of all glass surfaces with wiper, spotting and cleaning carpets, scrubbing of toilets thoroughly once a day and also agree to undertake spring cleaning scrubbing of all floors with specialized chemical and necessary accessories, removal of cobwebs, cleaning of all light fixtures, polishing of brass surface with brasso.
3. The contractor shall upkeep furniture, furnishings, fittings & equipments kept in the rooms at all times. The contractor shall also ensure to keep all such items in excellent condition. Such items shall not be removed without the consent in writing by OIL.
4. The contractor shall provide good quality toilets soaps, toilet papers, pouch shampoo, tooth brush, tooth paste, razor that are normally provided in guest houses. The make and brand of such materials will be approved by OIL.
5. The contractor will provide good quality mosquito repellent in each room.
6. The contractor shall arrange to change bed-sheets and pillow covers immediately after the change of guests; otherwise on alternate days or as required by OIL.
7. The contractor shall also provide laundry services including guest house linens and for the linens of the guests.
8. The contractor shall provide newspapers to the guest rooms and magazines India Today, Film Fare, Sports world, Week, Businessworld or any other magazine of same range and approved by OIL's authorized personnel in the reception lobby.
9. The contractor shall engage at his cost separate service hands for supervision, cooking, helping and sanitation service etc. to ensure smooth and efficient running of the care taking services. The contractor will not change the service hands without informing the



OIL's authorized representative. All the service hand engaged by the contractor should have police verification.

10. The contractor shall engage efficient, smart, honest and well behaved attendants. The contractor's personnel must have the ability to communicate in English and Hindi.
11. The contractor shall ensure that the attendants are provided with proper uniforms. Such uniforms should be different from the housekeeping staff, waiters, kitchen staff etc. The schedule of uniform will be as under:

Bearers/waiters/helpers in the dining hall and kitchen : Two sets of white shirt and black trousers, two pairs of shoes, white aprons, cap and hand glove in a year.

Cook: Two pairs of maroon colour shirts and black trousers, white head gear ,two pairs of canvas shoes and apron in a year.

Sweeper : Two pairs of blue colour shirts and navy blue trousers, two pairs of canvas shoes.

The contractor shall issue name badges to each of his/ her staff and ensure that they wear the same while on duty.

In addition to the above, they should be provided with winter clothing like sweater and muffler.

Note: Contractor should provide uniforms to all at regular intervals.

12. Apart from the uniform, the contractor should ensure that the cook and helpers working in the kitchen should wear the cap, apron while cooking the food. Others should wear apron, cap and hand glove while serving the food. The contractor should ensure that his personnel observe healthy and hygienic conditions in the guest house.
13. The contractor shall display a Visitors' Book at the Reception point for recording the remarks by the guests and shall submit the same to OIL's authorized representative, every week or early, as may be required by him.
14. The contractor shall ensure proper maintenance of guest register showing guest details. The contractor shall also ensure proper distribution of the feedback form to the guests and collection thereof.
15. The contractor shall provide and maintain the first-aid box with all emergency medicines. The contractor shall arrange for display of message boards like "please do not disturb", "clean my room", etc.
16. The contractor will report to OIL's authorised representative on a daily basis and collect the occupancy details of guests and to receive instruction, if any, with regard to the caretaking services of the guest house.
17. The contractor will be responsible for garbage disposal as per the norms prescribed by the Civic Agencies.

## **CATERING:**

1. The contractor shall provide meals to the Guest at the rates as fixed by OIL from time to time. The weekly Menu of food items along with their rates and timings, shall be displayed at a prominently in the transit accommodation.
2. The contractor shall arrange for serving fresh and wholesome meals (tea, breakfast, lunch, snacks, and dinner) to the guests or any person authorized by OIL. Such meals will be served in the guest rooms, dining hall or any place authorized by OIL. The number of meals will depend upon occupancy and there is no guarantee of minimum no. of meals.
3. The meal / snacks and other items are to be supplied by the contractor on fixed price against direct payment by the guests. The type, quality and quantities of such meal will be as agreed by OIL.
4. The contractor shall also make arrangements to provide packed food to the guest if required. The contractor will keep provision for packing boxes/ aluminum foil etc. for this purpose.
5. The contractor shall keep an arrangement for serving at-least light food in emergency or during odd hours, for a Guest landing late in the night or during other odd hours.
6. The contractor shall not prepare or serve any other item without prior approval of OIL. A schedule of daily menu alterations or additions in the service items shall be approved by OIL.
7. The contractor shall use only double refined ground nut oil or sunflower oil or equivalent of the brands Crystal, Diamond, Sundrop, Ruby, Vital, Saffola, Sweekar, Dhara, Health, Fortune for preparing all food items for the Guests. The officer(s), as nominated by OIL, shall be allowed to check the quality and quantity of ingredients used for cooking food etc.
8. The quantity of raw meat / raw keema in preparation of Mutton curry /keema curry should be minimum 85 gms in each plate, raw fish in preparation of fish curry should be minimum 100 gms in each plate .Mutton or fish curry should be served minimum two pieces of required quantity and quantity of raw chicken in preparation of chicken should be minimum 150 gms in each plate.
9. The contractor shall use seasonal vegetables of good quality and shall not serve one type of vegetable more than two days in a week.
10. The contractor will also ensure proper upkeep of crockery/ cutlery in the most hygienic condition.
11. The contractor shall be required to remove the used crockery/ plate promptly from the service venue.
12. The contractor shall be responsible to carry out day-to-day housekeeping of the kitchen and pantries and maintain them in clean, neat and hygienic condition at all the times.

**GENERAL:**

1. The contractor shall have dedicated rights for ingress and egress to the guest rooms but shall have no right, or title of any nature whatsoever, over the rooms, belongings and/ or of the company.
2. The contractor shall ensure observance of rules & regulations of the transit accommodation.
3. The rooms shall always be under the possession of the contractor. The keys of the rooms shall remain with the contractor who will be responsible for opening and closing of the rooms. However, allotment of room/ allocation of guests will be done by OIL.
4. In the event, any guest is found to be involved in any activity in contravention of law in the guest rooms/ guest house block, the contractor will immediately bring the same to the notice of OIL.
5. The contractor will not allow or permit to be allowed any unauthorized occupation of the rooms and will not carry on or permit to be carried on any undesirable, unlawful activities in the guest room.
6. The contractor shall be solely responsible for the due compliance of all the provisions of the law, rules, regulations including labour/ industrial and taxation laws with regard to providing care taking services.
7. The contractor shall use the premises only for the purpose of providing care taking services and shall not use it for any other purpose.
8. The contractor shall work under the supervision of the authorised representatives of OIL as may be nominated from time to time.
9. The contractor shall not carry out any structural additions or alterations in the premises without the prior approval of OIL in writing.

**OIL's Assistance:**

OIL shall provide the following items:

- Wooden beds, mattress, pillows, curtains, refrigerator, gas connections along with gas stove, telephones, air conditioners, geysers, TV, Utensils etc. The periodical replacements of gas refills will also be the responsibility of OIL.
- Bed sheets, bed covers, pillow covers, bath towels and hand towels shall be provided by OIL. The above items shall be replaced by OIL, as and when required after physical verification by the Officer in charge. Washing of bed sheets, pillow covers, towels, etc. shall be done by the contractor at his own cost as his contract rates are inclusive of such washing charges.

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**MENU**

<b>SL. NO.</b>	<b><u>ITEMS</u></b>	<b>RATE</b>
<b>1.</b>	<b>TEA</b> <b>1(A) BED TEA WITH BISCUITS OF BRITANIA OR EQUIVALENT MAKE</b>	<b>RS. 15/ - PER HEAD</b>
	<b>1(B) EVENING TEA WITH LIGHT SNACKS</b>	<b>RS. 30/ - PER HEAD</b>
<b>2.</b>	<b><u>BREAKFAST</u></b>  I) OMLET WITH SAUCE (2 EGGS) OR VEG CUTLETS, SLICES OF BREAD – PLAIN OR TOASTED WITH BUTTER/JAM, CORNFLAKES WITH MILK AND BANANA WITH TEA / COFFEE.  <b>OR</b>  II) MEDIUM SIZED PURI (4 PCS.) WITH BHAJI OR PARATHA WITH SEMI – DRY CURD, CHUTNEY/ ACHAR, OMLET WITH SAUCE (2 EGGS) OR 2 VEG CUTLETS, CORNFLAKES WITH MILK & BANANA WITH TEA COFFEE.  <b>OR</b>  III) DOSA/IDLI OR VADA WITH SAMBHAR, CHUTNEY, OMLET WITH SAUCE (2 EGGS) OR 2 VEG CUTLETS, CORNFLAKES WITH MILK & BANANA WITH TEA COFFEE	<b>RS. 50/ - PER HEAD</b>
<b>3.</b>	<b><u>LUNCH / DINNER</u></b>  SOUP (ONE BOWL) BASMATI RICE/ PULAO ROTI / CHAPATI DAL + ONE VEGETARIAN CURRY + ONE FRY SALAD, PICKLES, PLAIN CURD/RAITA, SWEET DISH (ICE CREAM/ GULAB JAMUN/ KHEER) IN ADDITION TO THE ABOVE SERVICE PROVIDER HAS TO PROVIDE ONE OF THE FOLLOWING ITEM :  <b>(A) <u>FOR NON – VEG (ANY ONE ITEM)</u></b>  CHICKEN/FISH/ MUTTON CURRY OR <b>(B) <u>FOR VEGETARIAN</u></b>  PANEER ITEM	<b>(A)FOR NON – VEG : RS. 120 / - PER HEAD</b>  <b>(B)FOR VEG : RS. 90 / - PER HEAD</b>

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**GUEST HOUSE LAUNDRY RATES**  
**(INCLUDING IRONING)**

Sl. No.	Item	Rates
1	Shirt (Terry Cot)	8.00
2	Pant (Terry Cot)	10.00
3	Vest	6.00
4	Underwear	6.00
5	Socks	6.00
6	Safari Suit	40.00
7	Pant Woolen dry clean	65.00
8	Shirt (Cotton with starch)	20.00
9	Pant (Cotton)	15.00
10	Gents suit dry clean	115.00
11	Ladies suit	25.00
12	Saree dry clean	70.00
13	Sweater dry clean	50.00
14	Handkerchief	3.00

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**PRICE SCHEDULE**

Sl. No.	Name of Service	Monthly Rate (Rs.) (Inclusive of all)	Total for 2 Years (Rs.)(Inclusive of all)
1	<b>Caretaking Service at House No. S – 393, GK - II</b>		

**Notes :**

1. Rate must be inclusive of all taxes, statutory levies, duties, out of pocket expenses etc. No Payment other than the above quoted monthly charge will be paid to the Contractor.
2. Bidder to take note of the rates and items covered by the menu detailed in Annexure – III and rates for the Laundry Service detailed in Annexure - IV. Guests will pay for food and laundry service at the above rates.

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**ANNEXURE-VI**

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

Dear Sir,

Sub : Your Enquiry No.....

For .....

Mr. /Ms.. ..... 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  
Stamp / Seal

**ANNEXURE\_VII**

**FORM OF BID SECURITY (BANK GUARANTEE)**

To : Chief Advisor(C & P) \_\_\_\_\_  
OIL INDIA LIMITED \_\_\_\_\_  
Plot No. 19 \_\_\_\_\_  
Sector 16 A, \_\_\_\_\_  
NOIDA-201 301 \_\_\_\_\_  
Fax No. 91-120-2488327 \_\_\_\_\_

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Noida, India (hereinafter called the Company)'s tender No. : \_\_\_\_\_. KNOW ALL MEN BY these presents that we (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "Bank") are bound unto the Company in the sum of ( \* ) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

THE CONDITIONS of this obligations are :

- (1) If the Bidder withdraws/modifies their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
- (a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
- (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter / fax/e Mail), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date ( \*\* ) and any demand in respect thereof should reach the Bank not later than



~~\_\_\_\_\_the above date.~~

~~\_\_\_\_\_SIGNATURE AND SEAL OF THE GUARANTORS :\_\_\_\_\_~~  
~~\_\_\_\_\_Name of Bank & Address :\_\_\_\_\_~~

~~\_\_\_\_\_Witness: \_\_\_\_\_~~  
~~\_\_\_\_\_Address :\_\_\_\_\_~~  
~~\_\_\_\_\_~~

~~\_\_\_\_\_ (Signature, Name and Address)~~

~~\_\_\_\_\_Date :\_\_\_\_\_ Place : \_\_\_\_\_~~

~~\_\_\_\_\_ \* The Bidder should insert the amount of the guarantee in words and figures.~~

~~\_\_\_\_\_ \*\* Date of expiry of Bank Guarantee should be minimum 90 days from the date of Bid Closing.~~

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**PERFORMANCE BANK GUARANTEE**

Oil India Limited,  
Plot No. 19, Sector 16A  
NOIDA-201301  
Attn: General Manager (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 90 days beyond Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_  
Designation \_\_\_\_\_  
Name of Bank \_\_\_\_\_  
Address \_\_\_\_\_

Date: .....

Place: \_\_\_\_\_

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