# OIL INDIA LIMITED (A Government of India Enterprise) CONTRACTS DEPARTMENT P.O. DULIAJAN – 786602, ASSAM

#### **E-TENDER NOTICE**

OIL INDIA LIMITED (OIL) invites Bids from experience Service Providers through its E-Procurement portal "https://etender.srm.oilindia.in/irj/portal" for the following services under single stage – 2 bid system

IFB No.	CDI 5398P15
Service Requirement	Annual Maintenance Contract for PCs, Printers and Accessories for a period of 03 years
Cost of Bid Document & Bid Security	₹ 5000.00 and ₹ 2,34,500.00
Period of Sale of Bid	19.11.2014 TO 23.12.2014(15:30Hrs)
Document/Issue of User ID &	
Password	
Bid Closing / Opening Date & Time	30.12.2014 (11:00 hrs / 14:00 hrs)

Cost of Bid Document (Non-Transferable and Non-refundable) by way of Demand Draft / Banker's Cheque from any schedule Bank in favour of OIL INDIA LIMITED and **payable at Duliajan**, along with the application(s) on applicants letter pad with a request for USER ID & PASSWORD is to be submitted to Head-Contracts, Contracts Department, Oil India Limited, P.O. Duliajan, Assam-786602. Alternatively, applicants already having User ID & Password for OIL's e-portal can pay the requisite Bid Document cost & Bid security against the IFB through the online payment gateway.

On receipt of request from applicants who do not have USER\_ID and initial PASSWORD, it will be communicated to the bidder (through e-mail) and will be allowed to participate in the bidding through OIL's E-Procurement portal on payment of requisite Bid document cost. No physical tender documents will be provided.

PSU's and SSI units registered with NSIC claiming exemption from payment of tender fee should submit their request with all credentials at least 7 days in advance to get access for participation in the tender.

The details of IFB can be viewed using "Guest Login" provided in the E-Procurement portal and also in OIL's web site <a href="www.oil-india.com">www.oil-india.com</a>. The link to OIL's E-Procurement portal has also been provided through OIL's web site <a href="www.oil-india.com">www.oil-india.com</a>

## OIL INDIA LIMITED (A GOVT. OF INDIA ENTERPRISE) CONTRACTS DEPARTMENT, DULIAJAN

OIL INDIA LIMITED invites ON-LINE BIDS from eligible Bidders/Firms for the following mentioned works/services under SINGLE STAGE - 2 BID System through its e-Procurement site:

#### **DESCRIPTION OF WORK/ SERVICE:**

Annual Maintenance Contract for PCs, Printers and Accessories.

**IFB NO:** CDI 5398P15

**Type of IFB:** Single Stage- 2 Bid System

LOCATION: Duliajan, Digboi, Moran, Manabhum and other oilfield

installations in and around Duliajan.

**CONTRACT PERIOD:** 03(Three) Years

**BID CLOSING/ OPENING DATE & TIME**: 30.12.2014 (11:00HRS/14:00

HRS)

**Bid Submission Mode**: Bid should be submitted

online in OIL's E-Procurement

portal

**Bid Opening Place:** Office of the Head-Contracts

Oil India Limited

Duliajan – 786602, Assam

**Bid Validity:** 180 days from Bid opening

Date

BID SECURITY AMOUNT: ₹2,34,500.00(Two Lakhs Thirty Four

Thousand Five Hundred Only)

**AMOUNT OF PERFORMANCE SECURITY:** 7.5% of 01(One) year

Contract Value

a) Bid Security deposited vide D.Draft/B.Cheque /Bank Guarantee

No.	dated	of

Original hard copy of (a) should reach the office of HEAD-CONTRACTS on or before Bid opening date and time(12:45Hrs) it can be paid through the online payment Gateway against this Tender, otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced bid documents.

- b) Bidders to confirm that in the event of award of Contract, bidder will submit Performance Security Deposit @ 7.5% of one year contract price and this will not earn any interest.
- 2.0 SEALED ENVELOPES containing the Bid Security, Printed catalogue and Literature, if called for in the tender shall be marked with the above IFB Number and description of work and submitted in the office of:

HEAD-CONTRACTS
CONTRACTS DEPARTMENT
OIL INDIA LIMITED
Duliajan – 786602
Assam.

All bidders shall deposit the requisite BID SECURITY in the form of Demand Draft/Banker's Cheque/Bank Guarantee in favour of M/s Oil India Limited and **payable at DULIAJAN** or *it can be paid through the online payment Gateway against this Tender*. This BID SECURITY shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6(a),13,14,& 15 below. Bids without BID SECURITY in the manner specified above will be summarily rejected.

- 3.0 Bid should be submitted online up to 11:00 AM (IST) (OIL's eprocurement Portal Server Time) on the date as mentioned and will be opened on the same day at 02:00 PM (IST) at Office of the Head-Contracts in presence of authorized representative of the bidder.
- 4.0 The rates shall be quoted as specified in the "PRICE BID FORMAT" and to be uploaded in attachment under Notes & Attachments tab.

The bid and all uploaded documents must be Digitally signed using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities

operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

- 5.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- 6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their BID SECURITY in full and debarred from participation in future tenders, at the sole discretion of the company.
- (b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.
- 7.0 Conditional bids are liable to be rejected at the discretion of the Company.
- 8.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced bid documents.
- a. In case of Sole Proprietorship Firm, Copies of Telephone(Landline Bill)/Electricity/ PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.

- b. In case of HUF, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.
- c. In case of Partnership Firm, Copies of Telephone(Landline Bill)/Electricity/ PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.
- d. In case of Co-Operative Societies, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.
- e. In case of Societies registered under the Societies Registration Act, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.
- f. In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.
- g. In case of Trusts registered under the Indian Trust Act, Copies of Telephone(Landline Bill)/Electricity/ PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies Service Tax and Central Excise Registration Certificate.
- 9.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L's Standard Form of Contract.

- 10.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.
- 11.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.
- 12.0 The successful bidder shall furnish a Performance Security Deposit in the form of Demand Draft / Banker's Cheque / Bank Guarantee as specified above before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Performance Security Money shall not earn any interest.
- 13.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security shall be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.
- 14.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or Performance Security is not submitted as per terms of the Contract within the stipulated time, Bid Security shall be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.
- 15.0 **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 of three (03) years from the date of detection of such fraudulent act, besides legal action.

#### 16.0 The tender will be governed by:

Covering Letter.

Instruction to Bidders

**BRC-BEC**-Bid Rejection Criteria & Bid Evaluation Criteria.

**Part - I** - General Conditions of Contract. (GCC)

Part - II - Schedule of Work, Unit and Quantity (SOQ)

Part - III - Special Conditions of Contract (SCC)

Part-IV-Schedule of company's Plants, Materials and Equipments-

**Part-V**-Safety Measures (SM)

**Integrity Pact** 

#### **Proforma and Annexures**

#### 17.0 The Integrity Pact is applicable against this tender:

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "Part-VI Integrity Pact" of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory (Digitally Signed). The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the

Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

Note: Following persons have been appointed as Independent External Monitors:

Shri N. Gopalaswami, IAS (Retd.).

Phone: +91-44-2834-2444 (Res), 96001 44444 (Mobile).

E-mail: gopalaswamin@gmail.com Shri Ramesh Chandra Agarwal, IPS.

Phone: +91-9810787089, 91-1122752749.

E-mail: rcagarwal@rediffmail.com

#### SPECIAL NOTE:

#### **GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (http://www.cca.gov.in). Bidders must have a valid User Id to access OIL e-Procurement site. Bidders can click on Guest login button to view the available open tenders in the E-portal. Bidders shall request OIL through E-mail or fax or letter along with the cost of bid documents as indicated in the NIT for issue of the USER ID for accessing and submitting against the E-procurement tender. The User ID shall be issued to the eligible bidders on receipt of the requisite cost of the bid document through email. In case any bidder is exempted from paying the tender fee, they should request OIL with supporting documents for issue of the User Id on free of charge basis The detailed

CDI 5398P15

guidelines are available in OIL's e-procurement site. For any clarification in this regard, bidders may contact OIL.

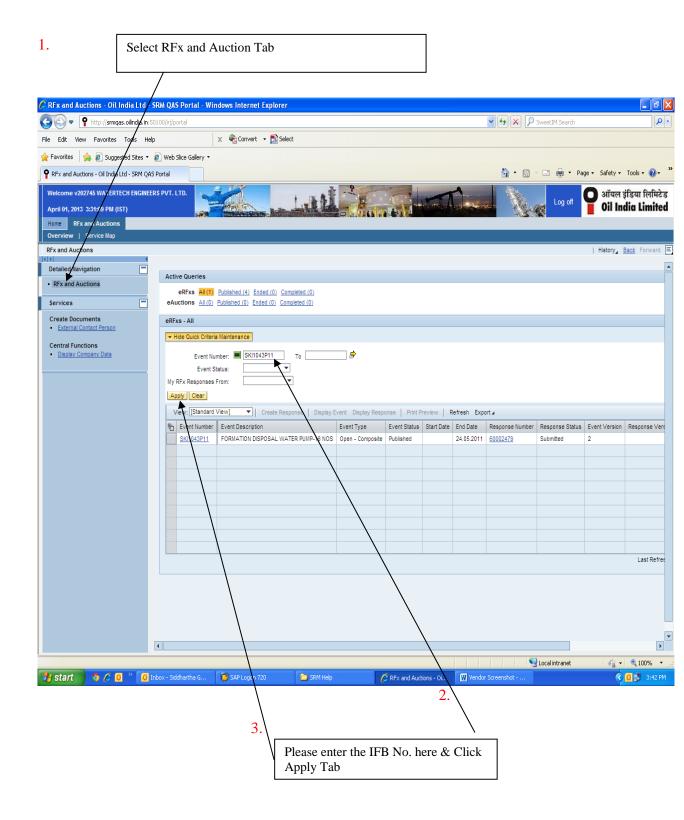
Please note that all tender forms and supporting documents are to be submitted through OIL's E-Procurement site only except Original Bid Security and any other document if specified in the IFB which are to be submitted in sealed envelope super scribed with tender no. and due date to: The Head Contract, Contracts Department, Oil India Limited, Duliajan- 786602,

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

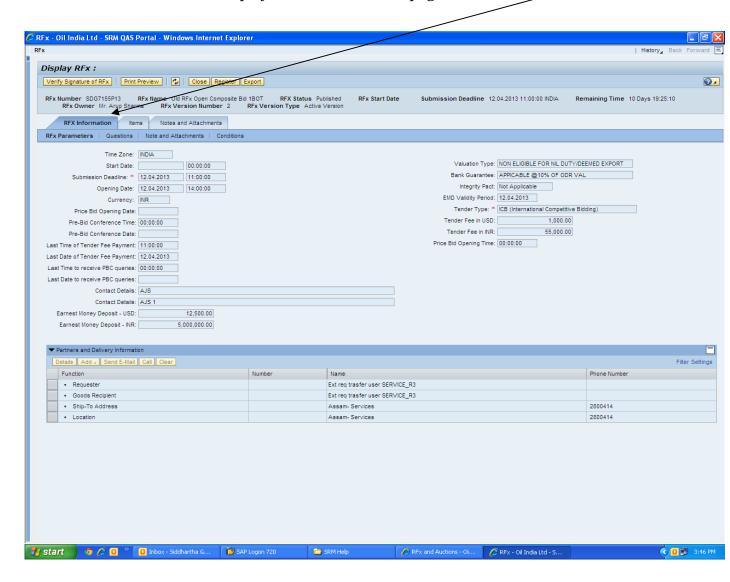
18.0 The tender is invited under SINGLE STAGE 2- BID SYSTEM. The bidder has to submit the "Un-Priced Techno-Commercial" and "Price-Bid" through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender are to be uploaded under Technical RFx Tab. The Price Bid rates shall to be quoted as specified in the "PRICE BID FORMAT" and to be attached as attachment under the Notes & attachment tab. The price quoted in the "PRICE BID FORMAT" will only be considered for evaluation.

Please note that no price details should be uploaded under Technical RFx. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment under Notes & Attachment Tab. Offer not complying with above submission procedure will be rejected.

#### A few screen shots to find out the required IFB is shown below.



After following the above mentioned steps, the details of the IFB under RFx information will be displayed as shown in the page below.



<u>NB</u>: All the Bids must be Digitally Signed using "<u>Class 3" digital</u> signature certificate with <u>Organizations Name</u> (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

#### **HEAD-CONTRACTS**

#### **INSTRUCTIONS TO BIDDERS**

1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as 'Company', will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### 2.0 BIDDING DOCUMENTS

- 2.1 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. This Bidding Document includes the following:
- a) A forwarding letter highlighting the following points
  - (i) Company's IFB No.
  - (ii) Bid closing date and time
  - (iii)Bid opening date, time and place
  - (iv)Bid submission place
  - (v)Bid opening place
  - (vi) The amount of Bid Security
  - (vii) The amount of Performance Guarantee
  - (viii)Quantum of liquidated damages for default in timely mobilizations
- b) Instructions to Bidders
- c) General Conditions of Contract (**Part-I**)
- d) Schedule of Work, Unit, Quantities, Rates and Prices (Part- II-SOQ)
- e) Special Conditions of Contract (Part-III-SCC)
- f) Schedule of company's Plants, Materials and Equipments-(Part-IV)
- g) Safety Measures (Part-V-SM)
- h) Integrity Pact
- i)Price Bid Format
- j) BRC/BEC
- k) (Proforma & Annexures).
- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

#### **3.0 TRANSFERABILITY OF BID DOCUMENTS**:

3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued. 3.2 Unsolicited offers will not be considered and will be rejected straightway.

#### 4.0 AMENDMENT OF BIDDING DOCUMENTS:

- 4.1 At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of an Addendum.
- 4.2 The Addendum will be sent in writing through post / courier / Fax/e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the C-folder under the tab "Amendments to Tender Documents". The company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. Bidders shall also check OIL's E-Tender portal [C-folder under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids.

#### 5.0 PREPARATION OF BIDS

- 5.1 LANGUAGE OF BIDS: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English translated version, which shall govern for the purpose of bid interpretation.
- 5.2 DOCUMENTS COMPRISING THE BID: The complete bid should be submitted on-line in the e-portal .

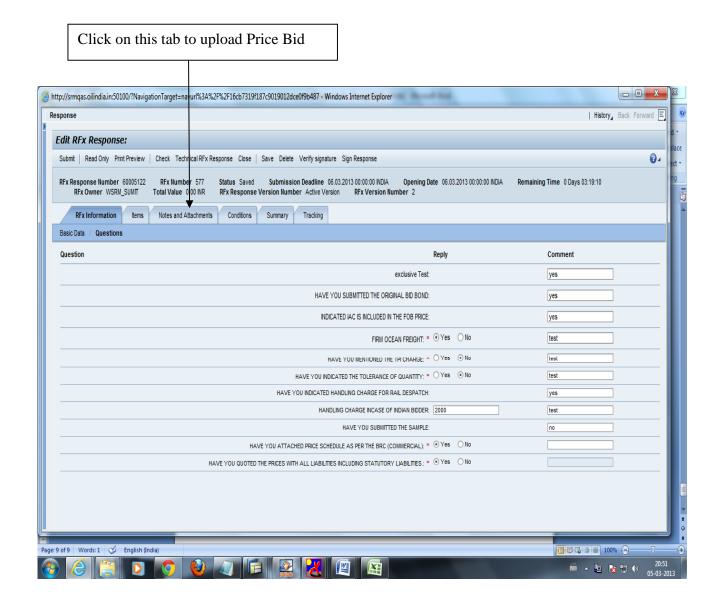
#### 6.0 BID FORM:

6.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished as attachment in the e-portal.

#### 7.0 BID PRICE:

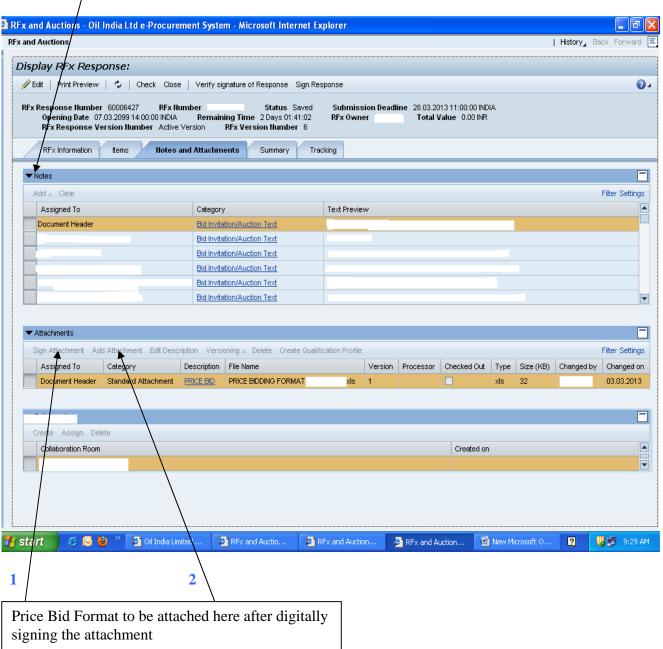
7.1 Prices must be quoted by the bidders, both in words and in figures. In case of any discrepancy between the words and in figures, the prices indicated in words only will be considered.

- 7.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and will not be subjected to variation on any account.
- 7.3 Since the tender is invited under SINGLE STAGE 2- BID SYSTEM and such no price details should be uploaded/mentioned under Technical RFx Tab. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment header under the notes and attachment tab. Offer not complying with above submission procedure will be rejected. Kindly refer the screen shots below.



Next Screen on clicking Notes & attachment Tab and go to edit mode

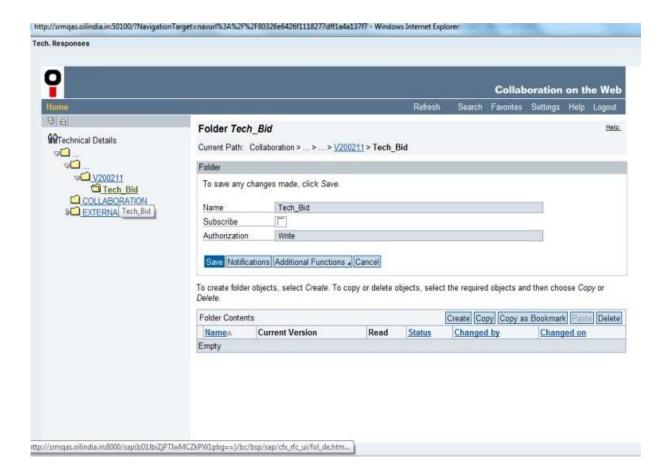
Bidders can insert comments here

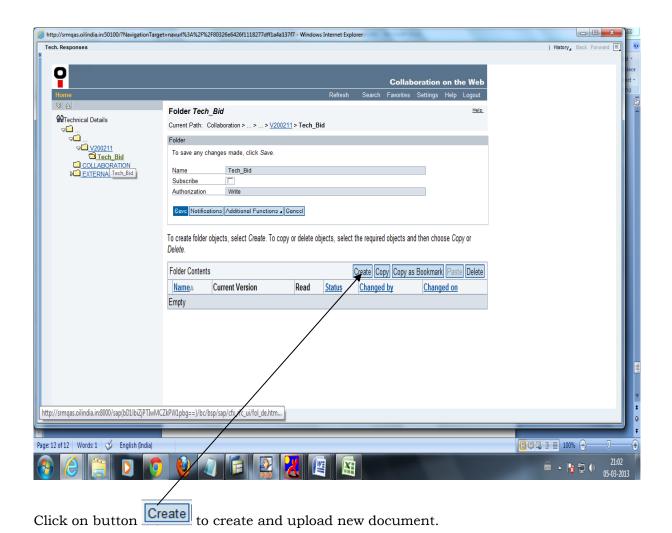


#### Create Technical Rfx response ( creating Technical Rfx response is mandatory)

To create Technical Rfx response click on Response.(Refer screen shot on Page no:3)

System will redirect you to the C-folder in new window( Screen shot Below)





7.4 Bidder shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the

### 8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

8.1 These are as per BEC/BRC

contract.

#### 9.0 PERIOD OF VALIDITY OF BIDS:

9.1 Bids shall remain valid for 180 days from the date of bid opening.

9.2 In exceptional circumstances, the OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

#### 10.0 FORMAT AND SIGNING OF BID:

10.1 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed(digitally) by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

#### 11.0 SUBMISSION OF BIDS.

11.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates [e commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India(RCAI), Controller of Certifying Authorities(CCA) of India before bid is uploaded.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employees.

- 11.2 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company(OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company(OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company(OIL) may sustain on account thereof.
- 11.2 Timely submission of the bids is the responsibility of the Bidder should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

- 11.3 E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.
- 11.4 Bidder shall submit the Bid, duly completed in terms of the Bid Document.

#### 12.0 **DEADLINE FOR SUBMISSION OF BIDS**:

- 12.1 Bids should be submitted on-line up to 11.00 AM(IST)(Server Time) on the Bid Closing date mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.
- 12.2 No bid can be submitted after the submission date line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 12.3 The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid Closing Date & Time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

#### 13.0 LATE BIDS:

13.1 Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

#### 14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 14.1 Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.
- 14.2 No bid can be modified / withdrawn subsequent to the deadline for submission of bids.
- 14.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by

the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

#### 15.0 EXTENSION OF BID SUBMISSION DATE:

15.1 Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date by 2(two) weeks. However, the bidder whose bid has been received within the bid closing date and time, will not be allowed to revise their Bid/prices. Withdrawal of such Bid also will not be permitted by the system.

#### 16.0 BID OPENING AND EVALUATION:

- 16.1 OIL shall open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization letter (as per Performa-I) from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend. In technical bid opening date, only Technical RFx will be allowed to open by the system. Bidders therefore should ensure that techno-Commercial bid is uploaded under the Technical RFx Tab Page only and no price should be mentioned anywhere under the Technical RFx.
- 16.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 16.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 14.0 shall not be opened. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.
- 16.4 Bid opening shall be done as detailed in clauses 16.1 and 16.2 above

- 16.5 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 16.3
- 16.6 To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid(i.e. document is deficient or missing), or due to some statement at other place of the Bid(i.e. reconfirmation of confirmation) or vise versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 16.7 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of bidders presenting substantial responsive bids. OIL's other determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 16.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 16.9 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

#### 17.0 EVALUATION AND COMPARISON OF BIDS:

- 17.1 The OIL will evaluate and compare the bids as per Priced Bid Format of the bidding documents.
- 17.2 DISCOUNTS / REBATES: Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.

17.3 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

#### 18.0 CONTACTING THE COMPANY:

- 18.1 Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 16.6.
- 18.2 An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

#### 19.0 AWARD CRITERIA:

19.1 OIL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

#### 20.0 OIL'S RIGHT TO ACCEPT OR REJECT ANY BID:

20.1 OIL reserves the right to accept or reject any or all bids and to 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, or bidders or any obligation to inform the affected bidder of the grounds for OIL's action.

#### 21.0 NOTIFICATION OF AWARD:

- 21.1 Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.
- 21.2 The notification of award will constitute the formation of the Contract.

#### 22.0 SIGNING OF CONTRACT:

22.1 At the same time as OIL notifies the successful Bidder that its Bid has been accepted, OIL will either call the successful bidder for signing of

the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

- 22.2 Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder shall sign and date the contract and return it to OIL. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 22.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by OIL. OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

#### 23.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

23.1 If it found that a bidder has furnished fraudulent information/documents, it shall constitute sufficient ground for annulment of the award and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

#### 24.0 BID DOCUMENT:

Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works to be executed under this contract.

**25.0 Mobilization Period**: 7 days after issuing of Workorder

#### BID REJECTION CRITERIA / BID EVALUATION CRITERIA

#### A. Bid Rejection Criteria

The bids should conform generally to the terms and conditions given in the bidding documents. Notwithstanding the general conformity of the bid, the following requirements will have to be particularly met by the bidders.

- 1.0 Bidder must have relevant experience of maintaining IT Hardware covering PCs, Deskjet / Laserjet Printers (MNC Brands) of all available ranges, Scanners, Servers and other IT Gadgets with PSUs/MNCs/State or Central Government organizations/ Public limited companies in last 7 (Seven) years ending last date of the month previous to the one in which applications are invited
- I) Bidder must have successfully completed atleast one or more contract(s) with start date prior to minimum one year as on bid opening date similar maintenance works of
- a) One contract of maintaining IT Hardware covering minimum 1,000 nos. PCs, 500 nos. Printers, Scanners, Servers etc. for a period of minimum 1 year.
- II ) For proof of requisite experience, any one of the following documents must be submitted along with the bid:
- i) For OIL Contractors, Copy of Certificate of Completion (COC)/ Certificate of Payment (COP) for relevant Jobs successfully completed ending last date of the month previous to the one in which applications are invited.
- ii) For other bidders, Certificate issued by PSUs / MNCs / State or Central Government organizations / Public limited companies in last 7 (Seven) years clearly showing:
  - a) Nature of Maintenance Job done and IT Hardware quantities involved.
  - b) Contract Number, Date and Period.
- III) The bidder must have Average annual financial turnover of at least ₹ 70,32,500.00 during the last 3 (three) financial years, ending 31st March 2014 or the financial year closing adopted by the company which falls during the year 2014 subject to three preceding financial years as on bid closing date.

For proof of turnover any one of the following documents may be submitted along with the bid:

i) A certificate issued by a practicing Chartered/ Cost Accountants Firm with membership no. and firm registration no. certifying the Annual Turn over.

#### OR

- ii) Copy of Audited Profit and Loss account for last 03(three years) ending March'2014
- 2. Bidder must quote for all the items in the Price Bid of the tender failing which the bid will be rejected.
- 3. The bidder has to give an undertaking stating that in the event of the contract is awarded to him, the bidder must not subcontract the AMC to any other Party / Company for execution of the awarded contract (included in Annexure V).
- 4. Bidders have to submit declarations as per Annexure -IV, Annexure -V, failing which their bid shall be rejected.
- 5. Bidder must strictly follow the price bid format else their bid will be rejected.
- 6. The bidder must agree vide Annexure IV that he has complied with the clause (iii) 'Bid Evaluation Criteria' as mentioned below, failing which the bid will be rejected.

#### **B.** Bid Evaluation Criteria:

The bids conforming to the terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

- i) To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for all the items in SOQ Part III(Price Bid Format) of the bid document.
- ii) To evaluate the inter-se-ranking of the offers, all Taxes/levies will be considered as per prevailing Govt. Guidelines as applicable on the bid opening date. Bidders may check this with the appropriate authority while submitting their offer.
- iii) All the rates quoted for respective items in the Price Bid, must include provision of Spares/Accessories costs, manpower (Specified by OIL as per 2.0 Deployment of Managers / Officers / Engineers) cost and other costs.
- iv) In case, if L-1 bidder happens to be more than one, contract will be awarded on the basis of lottery.

#### C. Commercial:

- 1.0 Bids are invited under Open -Single Stage Two bid system.
- 2.0 Bidders must offer firm rates in Indian Rupees only. Rates quoted by the successful bidder must remain firm during the entire period of execution of the contract and not subject to variation on any account whatsoever. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 3.0 Bid security as specified shall be furnished along with the bid. Any bid not accompanied by the proper bid security will be rejected, except those are exempted.
- 4.0 The system will not permit to submit any bids after the scheduled bid closing date and time.
- 5.0 Bids must be kept valid for a minimum period of 180 days from the date of scheduled bid closing. Bids with inadequate validity will be rejected.
- 6.0 Bidders must quote clearly and strictly in accordance with the Price Bid Format of the bidding document; otherwise the bid will be summarily rejected. If no charge is involved for any of the item, zero (0) should be mentioned against such part of work. However, such charges shall consider being included in the overall quoted price.
- 7.0 Bidder must accept and comply with the following clauses as given in the Bidding Document in toto, failing which offer will be rejected
  - a. Performance Bank Guarantee clause
  - b. Force Majeure clause
  - c. Tax liabilities clause
  - d. Arbitration clause
  - e. Applicable Law
  - f. Liquidated Damage clause
- 8.0 The Company also reserves the right to cancel/withdraw the Tender without assigning any reasons to the bidders, for which no compensation shall be paid to the bidder. The bidder must confirm their acceptance to this clause in their respective bids.
- 9.0 Original bid shall be digitally signed and uploaded by the bidder or his authorized representative, failing which the bid will be rejected.

#### D. GENERAL

1.0 In case bidder takes exception to any clause of Tender Document not covered under BEC / BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by the Company. The loading so

done by the Company will be final and binding on the Bidders. No deviation will however, be accepted in the clauses covered under BRC.

- 2.0 To ascertain the substantial responsiveness of the bids, the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses must be received on or before stipulated date mentioned in the letter of clarification sought by the Company, failing which the bid will be summarily rejected.
- 3.0 In case any of the clauses in the BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.
- 4.0 The originals of such documents [furnished by bidders(s)] shall have to be produced by bidder(s) to OIL as and when asked for.
- 5.0 OIL will not be responsible for delay, loss or non receipt of applications (for bidding documents) sent by mail and will not entertain any correspondence in this regard.
- 6.0 The bids not conforming to complete scope of work will be rejected.
- 7.0 Bidder(s) must furnish (**Self attested /attested**) Copy of PAN Card, Service Tax Regd. Certificate, Vat Registration Certificate.

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts Department,
Duliajan, DISTRICT: DIBRUGARH
ASSAM, PIN: 786602

#### **DESCRIPTION OF WORK/SERVICES:-**

#### Annual Maintenance Contract for PCs, Printers and Accessories.

#### **GENERAL CONDITIONS OF CONTRACT(GCC)**

MEMORANDUM OF AGREEMENT made this	day of	Between OIL
INDIA LIMITED a Company incorporated under t		
Duliajan in the District of Dibrugarh, Assam ( he	reinafter called Company	, ) of the one part and Shri/Smti
and Shri/Smti		_ carrying on business as partners
/proprietor under the firm name and style of		
in the District of		aforesaid ( hereinafter called
'Contractor') on the other part.		
WITNESSETH:		
1. a) The contractor hereby agrees to carry out of this Contract in accordance with the 1968 Gener Specifications read in conjunction with any drawir Part-III of the contract utilizing any materials/service.	ral Conditions of Contrac ngs and Particular Specif	t of Oil India Limited and General cations & instructions which forms
at	•	, , , , , , , , , , , , , , , , , , , ,
b) In this Contract all words and expressions s		ing as are respectively assigned to
them in the 1968 General Conditions of Contract	of Oil India Limited which	the Contractor has perused and is
fully conversant with before entering into this Conti	ract.	

- c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.
- 2. The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.
- 3. The Company's Engineer shall have power to:
- a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

Contractor -1- Company

b) Order the Contractor to remove or replace any consultant who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any consultant engaged by the Contractor shall be final and binding on the Contractor.

- c) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.
- d) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.
- 4. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.
- 5. The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.
- 6. The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:
  - i) The Mines Act.
  - ii) The Minimum Wages Act, 1948.
  - iii) The Workman's Compensation Act, 1923.
  - iv) The Payment of wages Act, 1963.
  - v) The Payment of Bonus Act, 1965.
  - vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
  - vii) Employees Pension Scheme, 1995.
  - viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
  - ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
  - x) AGST Act.
  - xi) Service Tax Act.

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

7. The Contractor must complete the work within 156 weeks of the written order to commence work. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c ) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

The Chief Engineer's certificate as to the criticality or otherwise of an item shall be final.

Contractor - 2 - Company

The payment of liquidated damages/penalty may be reduced or waived at the sole discretion of the Company whose decision in this regard will be final.

In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and / or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

- 8. In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots, or in any agitation prejudicial to the Company's interest and any such even taking shape or form at any place of the Company's works or and its neighbourhood.
- 9. The tendered all-inclusive Price (the Contract price) is `xxxxxxxxxx (Rupees xxxxxxxxx will be entered after awarding) but the Company shall pay the Contract or only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

Payment will be made only after satisfactory completion of the work. Such payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

- 10. The contractor employing 20 (twenty ) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition ) Act.
- 11. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.
- 12. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalised.
- 13. The Contractor will not be allowed to construct any structure (for storage / housing purpose) within any company's fenced area.
- 14. Subsequently Enacted Laws: Subsequent to the date of issue of letter of award if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract the Company/Contractor shall reimburse/pay Contractor / Company for such additional / reduced costs actually incurred.
- 15. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time shall be on COMPANY'S account. However, liability for payment of such Taxes shall lie on the CONTRACTOR.
- 16. The Contractor shall deploy local persons in all works.
- 17. The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.
- 18. The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act. (latest editions).

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#### 19. Special Conditions

a) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.

b) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

#### 20. ARBITRATION:

Any dispute under this contract will be settled through Arbitration as per Indian Arbitration and Conciliation Act, 1996.

Place of Arbitration: Duliajan

#### 21. FORCE MAJEURE:

Force Majeure (exemption) Clause of the International Chamber of Commerce (ICC Publication No. 421) is hereby incorporated in this contract.

#### 22 I.B. VERIFICATION REPORT AND SECURITY REVIEW:

Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

23. In case of any doubt or dispute as to the interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the contractor.

#### 24. SET OFF CLAUSE:-

"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 Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited)."

#### 25. FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/ Performance Security shall be forfeited and the party shall be debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

- 26. LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION AND/ OR COMPLETION OF WORKS AND SERVICES
- 27.1 In normal case of works /service contracts, liquidated damages will be applicable @ 0.5% of the contract value per week or part thereof, for delay in contract mobilization /completion date subject to a maximum ceiling of 7.5% of contract value .
- 27.2 Subcontracting: Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent.

Contractor - 4 - Company

#### 28.0 LIABILITY:

28.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors 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 their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-contractors. 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.

- 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 sub-contractor 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 therefrom.
- 28.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 28.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.
- 28.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors 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 their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.
- Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or injury or illness, or death of any employee of the Company and/or of its contractors or sub-contractors 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 sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 28.7 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 sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 28.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company

Contractor - 5 - Company

and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

29.0 CONSEQUENTIAL DAMAGE: Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above :-

SIGNED & DELIVERED FOR AND ON BEHALF OF		(Signature of Contractor or his legal Attorney)
by the hand of		(Full Name of Signatory)
its Partner/Legal Attorney		(Seal of Contractor's Firm)
And in presence of		(Signature of witness)
Date :		(Full Name of Signatory)
	Address:	
		(Signature of Acceptor)
SIGNED & DELIVERED FOR & ON BEHALF OF OIL INDIA LIMITED		Designation
Date		

Contractor - 6 - Company

#### PART – III (SPECIAL CONDITIONS OF CONTRACT: SCC)

#### **DESCRIPTION OF WORK/ SERVICE:**

#### Annual Maintenance Contract for PCs, Printers and Accessories.

#### **SCOPE OF WORK:**

- 1.0 This NIT is for AMC of PCs, Printers, Servers and Other IT Gadgets, as per attached Annexure I, at Operational areas of Oil India Ltd. under Field Headquarter for 3 years.
- 1.1 The successful bidder has to carry out the AMC jobs for all IT Hardware and shall provide his own equipment along with qualified and experienced Managers / Officers / Engineers for execution of following jobs at Field Office of OIL at Duliajan in Assam covering near by places like Digboi, Moran, Manabhum and other Installations. OIL will be providing working space for all Managers / Engineers / Officers to carry out AMC jobs.
- 1.2 The job will involve carrying out preventive as well as corrective maintenance of all PCs, Printers, Servers and other IT Hardware as mentioned in Annexure-I as on AMC starting date.
- a) The quantities mentioned in the 'Existing Quantity' of Annexure-I are the firm quantities of respective line items to be covered under AMC as on starting date.
- b) OIL will have the right to bring additional units under the purview of the contract in any of the categories mentioned in Annexure-I with same rate, terms & conditions as and when necessary. The configuration of the additional items may be of any model / make / configuration.
- c) OIL will have the right to take out any no. of units from the purview of the contract as and when necessary limiting to 10 % of the 'Existing Quantity' mentioned in Annexure-I.
- 1.3 Contractor will have to maintain all hardware as mentioned in Annexure-I (and additional items if any) along with power cables and other accessories like Keyboard, Mouse, Multimedia kit, etc.
- 1.4 The maintenance job includes supplying and replacing of all spare parts of equipment listed in Annexure-I(and additional items if any). Print head, image drum, fuser assembly, gears and all other spares of all types of printers and

scanners are to be replaced by the Contractor at their cost under the AMC. However replacement of toners and cartridges of printers will be OIL's responsibility.

- 1.5 No cannibalization of any equipment will be permitted to carry out the maintenance services.
- 1.6 Formatting of hard disk is to be done by the contractor whenever necessary after prior permission from OIL's authorized representative. Contractor will have to take back-up of hard disk before formatting and restore the same after formatting.
- 1.7 Any defective hard disk replaced by contractor will remain property of OIL for data security purpose. After replacement, the contractor has to deposit the defective disk to OIL's authorized representative.
- 1.8 Contractor will provide software maintenance and support for Windows Operating Systems, joining/disjoining/rejoining the systems to Active Directory and SCCM client installation and configuration, Windows Office applications, Antivirus, SAP GUI, etc. and certain customized applications whenever necessary for which related software packages will be provided by OIL. The installation of any new software owned by OIL or the existing software after formatting or change of Hard disk has to be done by the contractor. However, the CD media for the Software will be provided by OIL. In addition, the contractor will provide support for configuration of mail client, internet browser, client internet/intranet settings, data backup and recovery support at the user's end as and when required. However, due assistance will be provided by IT engineers of OIL as and when necessary.
- 1.9 Installation of Operating system, configuration, and installation of Application software in the Server will be Contractor's responsibility. Contractor will provide maintenance and support for Operating Systems of Servers including patch updation. The CD media for the Software will be provided by OIL.
- 1.10 At any time during the contract period, all Managers / Engineers / Officers deployed by the Contractor will not install any pirated / unauthorized software nor the same will be in their possession during office hours in office.
- 1.11 Contractor will have to restore the PC in case of malfunctions due to virus. Contractor will have to provide support for installation of Antivirus Software. However the CD Media for the software will be provided by OIL.
- 1.12 The contractor has to keep standby units, spares and also other accessories at site, as mentioned in Annexure-II to minimize downtime of all the equipment.

1.13 Any equipment found defective before the start of the AMC, will have to be brought to the notice of authorized representative of OIL. An estimate for such repair(including cost of spares) has to be submitted by the contractor before start of the contract. Contractor shall repair the same with consent from OIL or OIL reserves the right to get the same repaired by any other contractor, at its own discretion. The cost of one-time repair of such equipment will be borne by OIL.

- 1.14 All standby units, spares and other accessories (as mentioned in Annexure-II) to be replaced under the purview of this contract must be new, genuine and of reputed brand (Assembled system will not be accepted).
- 1.15 All standby units, spares and other accessories (as mentioned in Annexure-II(a)) shall remain property of OIL after expiry of the AMC.
- 1.16 Preventive maintenance (PM) will be done periodically as desired by OIL from the start of the AMC. PM activities will include
  - I. Onsite check up of IT assets under AMC.
  - II. Corrective measures to be taken as per scope of work.
  - III. Provide report of PM as deemed necessary by OIL authority.

#### 2.0 Deployment of Managers / Officers / Engineers

- 2.1 On the starting date of the contract, for the quantity of 2100 (two thousand one hundred) nos. PCs, at least 20 (Twenty) number of qualified engineers with 2 years experience along with 1 (one)Facility Manager / Engineer with 5 years of experience for supervising the engineers are to be deployed. For each additional 100 nos. of PCs, one additional service engineer needs to be posted. However, no. of engineers will not fall below 20 during the period of contract.
- 2.2 On the starting date of the contract, in addition to 2.1, for the maintenance of first 1,000 (One thousand) nos. Printers, Scanners at least 3 (Three) number of qualified engineers with experience in maintaining the same must be deployed. For additional 300 nos. of Printers & Scanners one additional service engineer has to be posted.
- 2.3 All the above Service engineers must be suitably qualified with certification course in Hardware Maintenance of minimum 6 months duration.
- 2.4 2 (two) Helpdesk officers should be posted at Duliajan (IT Workshop) for assistance to all users, supervision and keeping track of maintenance of all IT gadgets as mentioned in Annexure I in coordination with Supervisors of OIL.

Cost of this service should be quoted against 'Help Desk Services' in the Price Bid of this IFB uploaded under Notes & Attachment tab.

- 2.5 At least one suitably qualified engineer with sound knowledge and good experience in maintaining Servers should be posted exclusively for maintenance of Servers in addition to above mentioned Engineers and Officers.
- 2.6. One of the Service Engineers has to be posted at OIL's Moran Office during the contact period to maintain PCs, Printers and other IT gadgets installed there in.
- 2.7 At the start of the contract the total no. of Managers / Engineers / Officers will be 27 nos. (1 Manager, 20 Service Engineers, 3 Service Engineers for Printers, Scanners & others, 1 Server Maintenance Engineer and 2 Help Desk Officers.
- 2.8 All the Managers / Engineers / Officers should be available at site during prime shift, i.e. 7.00 am to 3.30 pm.
- 2.9 At least, one Service Engineer should be available during non-office hours including holidays(as and when required) and should be stationed at H.O., Duliajan to resolve any emergency problem.
- 2.10 All Managers / Engineers / Officers shall be paid salary (Basic + DA) more than ₹ 6,500.00. The bidder should furnish a Declaration / Undertaking in this respect before deploying Managers / Engineers / Officers for AMC jobs at any point of time.
- 2.11 In case, any Manager/Officer/Engineer is absent, the contractor has to provide suitable replacement for the absent period.
- 2.12 The bidder must provide a list of the Managers / Engineers / Officers to be deployed for AMC at Duliajan along with their Bio-data before starting of the contract and during the AMC period when a new entrant is inducted. OIL will have the right to ask for replacement of any Managers / Engineers / Officers if not found suitable to carry out the maintenance services at any time during the Contract period.
- 2.13 Police verification report must be provided for all Managers / Engineers / Officers deployed for AMC jobs by the contractor before the start of the AMC in order to ensure that none of them have a criminal record and for issuing Gate Pass by Security Agency of OIL to Managers / Engineers / Officers for attending on-site maintenance calls at different locations / departments of OIL.
- 2.14 All Managers / Engineers / Officers should have mobile phones.

SCC e-Tender: CDI 5398P15

2.15 Contractor will have to provide transport for Service Engineers for the locations in and around Duliajan.To attend service calls beyond 7 kms, OIL may provide suitable transport for attending calls.

- 2.16 The contractors should provide safety gears (PPE) like safety shoes, etc to its All Managers / Engineers / Officers complying Safety norm and Standard followed in OIL.
- 2.17 The contractor should ensure that all Managers / Engineers / Officers who will be working under this contract must not work for any other Company / Contract nor part with any confidential information relating to OIL. If any such instance comes to notice of OIL's Management, stringent action will be taken against the Contractor and may lead to cancellation of the contract also.

#### 3.0 REPORTS

Reports such as Preventive maintenance report, Stock Report, Periodic Maintenance Report etc will have to be provided by the Contractor as and when sought by OIL.

#### **4.0 PENALTY**

- 4.1 In case the contractor fails to repair any equipment (other than Servers) listed in Annexure-I(and additional items if any) within 24 hours of reporting of breakdown, or fails to provide equivalent / suitable replacement, a penalty of Rs. 200.00 will be levied per day per unit/ system. For Servers, under the same situation, the penalty will be levied Rs. 1,000.00 per day per server.
- 4.2 If any Manager/Officer/Engineer is not available as stipulated in '2.0 Deployment of Managers / Officers / Engineers' without a suitable replacement a penalty of Rs. 1,000.00 per day per personnel will be levied.
- 4.3 If any item in the inventory of Stand-by units/spares, as mentioned in Annexure II, falls below the desired stock quantity, and is not replenished within 7 (seven) days, a penalty of Rs.200.00 per item per day will be levied from the 8th (eighth) day till the replenishment of the required level of stock for that item.
- 4.4 Failure to provide safety gears as per clause no.2.16, penalty of Rs. 1,000/-per person per month may be imposed.

#### 5.0 Payment Terms

The payment for services rendered shall be made on quarterly basis against submission of the invoice by the contractor after deduction of any applicable

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penalties. Contractor has to furnish an undertaking in this regard which is part of Annexure - V.

#### 6.0 Extension of Contract

OIL reserves the right to extend the validity of the contract by One more year after the expiry of the contract with same rate, terms & conditions subject to mutual agreement.

&&&&& End of SCC &&&&&&&&&&

# <u>Annexure – I</u>

# **Schedule of Items for Maintenance**

Table -I

Sl.No.	Description	Unit	Existing Qty
1	Desktop PCs	NO	2100
2	Notebooks	NO	50
3	Workstations	NO	12
4	Servers	NO	12
5	Inkjet /All-in one Inkjet Printers	NO	300
6	Mono Laser Printer- Light Duty	NO	900
7	Mono Laser Printer- Heavy Duty	NO	8
8	Color Laser Printer- Light Duty	NO	50
9	Color Laser Printer- Heavy Duty	NO	20
10	Scanner A4	NO	60
11	Scanner Legal	NO	10
12	Scanner A3	NO	3
13	Scanner A0	NO	1
14	Help Desk Services	Lot	2

1. Specifications of PCs: 2,100 nos. (Sl.No.1 of Table-I)

Make	Model	Processor	RAM	HDD	os	Nos.
ACER	Apsle	P-IV	512MB /1 GB DDR1	80GB	XP	51
HP	DX 2000	P-IV	512MB /1 GB DDR1	80GB	XP	165
ACER	Power Series	P-IV	512MB /1 GB DDR1	80GB	XP Professional	135
HP COMPAQ	DX6120MT	P-IV	512 MB/ 2 GB DDR2	80GB	XP	347
ACER	Acer Power 945G	P-IV	512 MB/ 2 GB DDR2	80GB	XP Professional	76
DELL	OPTIPLEX	P-IV	512 MB/ 2 GB DDR2	80GB	XP Professional OEM	103
HP	DX 2280	P-IV	512 MB/ 2 GB DDR2	80GB	XP Professional	75
DELL	OPTIPLEX 745	Pentium Dual Core	512 MB/ 2 GB DDR2	80GB	XP Professional OEM	98

ACER	ACER POWER	Intel Core 2 Q6600	4GB DDR2 800MHz	250GB	Windows Vista Business	94
Wipro	Wipro W58XXX	Intel Core i5	4GB DDR3 SDRAM 1333 Mhz	500 GB	Windows 7 professional	296
ACER	VERITON M200 Q77	Intel Core i5	4GB DDR3 SDRAM 1333 Mhz	500 GB	Windows 7 professional	536
ACER	Veriton M200 B75	Intel Core i7	4GB DDR3 SDRAM 1333 Mhz	500 GB	Windows 8 professional(64 bit)	124

2. Specification of Notebooks: 50 Nos. (Sl.No.2 of Table-I)

Make	Model	Processor	RAM	HDD	os	Nos.
		T5600				
	Latitude D	Processor(Core 2			Vista	
DELL	620v	Duo),1.83GHz	1GB DDR2	80 GB	Business	25
	Thinkpad	Intel® Core i5-		500	Windows 7	
LENOVO	L420	2520	4GB DDR3	GB	Professional	25

3. Specification of Workstations: 12 nos. (Sl.No.3 of Table-I)

Make	Model	Processor	RAM	HDD	os	Nos.
HCL	Infiniti Challenger 5145	Intel® Xeon® 64- bit processors	(4 x 2 GB) DDR2	2 X 500 GB SATA HDD	Window s 7 OS 64 bit	12 Nos

4. Specification of Servers: 12 Nos. (Sl.No.4 of Table-I)

IBM, 9111-520 2 nos Power PC\_POWER 5 processor, - 3 nos. 4GB RAM, 1 no. 600 GB & 1 no. 300 GB

- I. WIPRO, Intel Xeon Dual Core 3.60GHz,2 GB RAM,- 1 no. 250GB SCSI HDD
- II. DELL (TM) Power Edge (TM) R510 Rack Mount Server 4 nos. Processor: Intel(R) Quad Core E5660 Xeon (R) CPU 2.26GHz, 8M Cache, Turbo RAM: 12GB Memory (3x4GB) 1333MHz
  HDD: a. 2 x 300 GB 10K SAS 2.5" Hot Plug Hard Drive b. 5 x300 GB 10K SAS 2.5" Hot Plug Hard Drive

III. DELL PE2900, Intel Xeon E5405 @ 2GHz, 4 GB RAM, - 1 no. 375GB SCSI HDD

- IV. HP Intel Pentium 4 CPU 3.00GHz, 2.99GHz, 2 GB RAM, 1 no. 80 GB HDD
- V. HP Intel Pentium IV 3.06GHz, 2 GB RAM, 100 GB HDD- 1 no.
- VI. ACER Intel Pentium 4 Dual Core CPU 3.06GHz, 3.06GHz, 1 no. 3GB RAM, 80 GB HDD
- 5. Inkjet /All-in one Inkjet Printers includes colour, mono, network enabled (Low end models). (Sl.No.5 of Table-I)
- 6. Items mentioned may include network enabled printer (Sl.No.6 of Table-I).
- 7. Items mentioned may include network enabled printer, multifunction printer (Sl.No.7 of Table-I)
- 8. Items mentioned may include network enabled printer, multifunction printer (Sl.No.8 & 9 of Table-I). Multifunction printer means printers having printing and scanning and copier or fax facility.
- 9. Scanners may be flatbed or ADF type or combination of both.

#### Annexure – II

#### Annexure – II (a)

I	. STANDBY SYSTEMS & PERIPHERALS	
	All items must be new of reputed MNC brands.	
s.no	ITEM DESCRIPTION	QUANTITY to be Stocked (in Nos.)
1	Desktop Computers with minimum i-5 processor, 4 GB RAM, 500 GB Hard disk and 18.5"TFT Monitor, keyboard, optical Scroll Mouse. Make: Dell /IBM/HP/ACER/WIPRO	20
2	Notebook Computer minimum i-5 processor, 4 GB RAM, 500 GB Hard disk Make: Dell / HP /IBM / ACER/Lenovo	2
3	Laserjet Printer Make: HP/EPSON	20
4	Inkjet Printer Make: HP/ EPSON	10
5	Multifunction Printer Make: HP/ EPSON	10
6	Colour Laserjet Printer / MFD	4
7	Scanner- A4 Make: HP/EPSON	2

	II. Other SPARES	
1	Hard Disk Drive - 500 GB Minimum	20
2	DDR II RAM (10 nos.) & DDR III RAM (10 nos.)	20
3	SMPS (min 240 watt power supply with surge protection)	20
4	16x/ + DVD COMBO R/W DRIVE	20
5	USB Cable	20
6	Power Cables	20
7	Parallel Printer Cable	5
8	Spike Buster	20
9	100/1000 Network Interface Card	5
10	Nvidia GT 610, 2 GB Graphics Card or equivalent	5

## Note:

- 1. All standby units, spares and other accessories (as mentioned in Annexure-II (a)) must be suitable for use in OIL's environment.
- 2. All standby units, spares and other accessories (as mentioned in Annexure-II (a)) shall remain property of OIL after expiry of the AMC.

# Annexure – II (b) LIST OF IT WORKSHOP TOOLS KIT

то	OLS NAME	REQUIREMENT
1.	Multipurpose screw driver set	20 Nos.
2.	Std. Screw driver set	20 Nos.
3.	Fluke Digital Multimeter	4 Nos.
4.	Cutter Tool	4 Nos.
5.	LN key set	20 Nos.
6.	Soldering iron	4 Nos.
7.	Nose plier	10 Nos.
8.	Network Line Tester Set	4 Nos.

Note: Work Shop and Service Engineers must be equipped with tool kits as mentioned in Annexure – II (b).

#### **Annexure-IV**

(Sample format)

(To be typed on the letterhead of the bidding Company)

Ref. I	No Date
Oil Ir	Head (Contracts) ndia Limited, njan-786 602
Sir,	
	Declaration as per BEC/BRC clauses Your tender enquiry No.CDI 5398P15 Dated
We h	ereby declare that
i)	We have read and understood all the terms and conditions given in the bidding documents and conforms generally to all and we will abide by the contractual agreement.
ii)	We have relevant experience of maintaining IT Hardware covering as per clause 1.0 of Bid Rejection Criteria
iii	) We have successfully completed no(s). of similar works as mentioned vide clause 1.0 of BRC.
iv	Average annual financial turnover during the last 3 (three) financial years as on 31st March 2014 was at least ₹ 70,32,500.00.
v)	All the rates quoted for respective items in the Price Bid, includes provision of Spares/Accessories costs, manpower (as specified by OIL) cost and other costs. All Spares/Accessories (other than toners and

cartridges) for all types of printers and scanners covered under this AMC will be provided by us with no additional cost to OIL to make

them operational as specified in clause 1.4 of Scope of Work.

Yours faithfully,
For (type name of the firm here)
Signature of Authorized Signatory
Name:
Designation:
Phone No.:
Place:
Date:
(Affix Seal of the Organization here)

# Annexure-V

(Sample format)

(To be typed on the letterhead of the bidding Company)

Ref. No	Date
The Head (Contracts) Oil India Limited, Duliajan-786 602	
Sir,	
Sub: Declaration of assurance	
Ref: Your tender enquiry No. CDI 539	98P15 Dated
We hereby declare that we shall adhe	ere to the following:
1 We shall receive the payment as pequarterly basis against submission o applicable penalties.	r the contract for services rendered on f the invoice after deduction of
2. We will not subcontract the AMC t execution of the awarded contract.	o any other Party / Company for
<b>U</b> , <b>U</b>	ers / Officers shall be submitted to OIL of any such deployment is acceptable
<u> </u>	ne no. (Landline and Mobile) and e-mai s shall be provided to OIL before start of
Yours faithfully,	
For (type name of the firm here)	
Signature of Authorized Signatory Name: Designation: Phone No.: Place:	
Date: (Affix Seal of the Organization here)	

#### OIL INDIA LIMITED

#### (A Govt. of India Enterprise)

#### Duliajan, Assam

#### Part-II Schedule of Work, Unit and Quantity(SOQ)

SI No	Description of service	UOM	Existing
			Quantity
1	Desktop PCs	No	2100
2	Notebook PCs	No	50
3	Work Stations	No	12
4	Server	No	12
5	Inkjet /All-in one Inkjet Printers	No	300
6	Mono Laser Printer- Light Duty	No	900
7	Mono Laser Printer- Heavy Duty	No	8
8	Color Laser Printer- Light Duty	No	50
9	Color Laser Printer- Heavy Duty	No	20
10	Scanner A4	No	60
11	Scanner Legal	No	10
12	Scanner A3	No	3
13	Scanner A0	No	1
14	Help Desk Services	LOT	2

#### NOTE

1. Unit Rate for One year is AMC amount per unit per year of a particular item.

The comparison of the responsive bids will be made on the basis of Total amount arrived at as follows:

AMC Cost for one year = Existing Quantity X Unit rate for one year

AMC Cost for three years = AMC Cost for one year X 3

Total Amount = Sum total of AMC Cost for three years of all the Items (14 nos.)

- 2. Help Desk Services consist of 2 (two) Helpdesk officers who should be posted at Duliajan (IT Workshop) for assistance to all users, supervision and keeping track of maintenance of all IT gadgets in coordination with Supervisors of OIL. Cost of this service should be quoted against Srl. No. 14 'Help Desk Services' in the Price Bid Format uploaded under Notes & Attachment.
- 3. All the rates quoted for respective items must include provision of Spares/Accessories costs, manpower cost and other costs, if any. Print head, image drum, fuser assembly, gears and all other spares of all types of printers and scanners are to be replaced by the Contractor at their cost under the AMC excluding toners and cartridges.
- 4. Bidders are requested to quote exclusive of Service Tax. Service Tax, if applicable shall be to the Company's Account. However, Service Tax portion payable directly by the Service provider(if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.
- 5. To ascertain the inter-se-ranking, comparison of the responsive bids will be made on the GRAND TOTAL Value of the bid as per the Price Bid Format
- 6. Bidder must include all liabilities including statutory liabilities in their quoted rates except Service Tax.

Part IV SCPME CDI5398P15

# OIL INDIA LIMITED (A GOVT. OF INDIA ENTERPRISE) CONTRACTS DEPARTMENT, DULIAJAN

 $\frac{Schedule\ of\ company's\ Plants,\ Materials\ and\ Equipments\ :SCPME:}{PART-IV}$ 

Not Applicable

Part V SM CDI 5398P15

TO,
HEAD-CONTRACT
OIL INDIA LIMITED
DULIAJAN-786602

#### **SUB: SAFETY MEASURES**

#### Description of work/service:

Annual Maintenance Contract for PCs, Printers and Accessories for a period of 03 years

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
- b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

ii)											
iii) _											
The	above	personnel	are	fully	familiar	with	the	nature	of jobs	s assigned	and

safety precautions required.

- c) Due notice would be given for any change of personnel under item(b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. Any violation pointed out by the Company's engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.
- e) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)	Yours Faithfully
Date M/s	
ivi / 5	FOR & ON BEHALF OF BIDDER

# PROFORMA - I BID FORM

To
THE HEAD (CONTRACTS)
OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. DULIAJAN
DIST. DIBRUGARH
ASSAM # 786 602

P.O. DULIAJAN DIST. DIBRUGARH ASSAM # 786 602
Sub: IFB No.: <u>CDI5398P15</u>
Dear Sir,
Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of(No Price to be Stated)(Total Bid Amount in words and figures) stated below or such other sums as may be ascertained in accordance with the Price Bid Form attached herewith and made part of this Bid:
We undertake, if our Bid is accepted, to commence the work within () days calculated from the date of issue of Company's LOA.
We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.  Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.
We understand that you are not bound to accept the lowest or any Bid you may receive.
Dated this day of 2014.
Signature and seal of the Bidder :
(In the capacity of) :
Name of Bidder :

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

### **PROFORMA - II** LETTER OF AUTHORITY

*e-TENDER No : CDI5398P15* 

To, THE HEAD (CONTRACTS) OIL INDIA LIMITED (A Govt. of India Enterprise) P.O. DULIAJAN DIST. DIBRUGARH ASSAM # 786 602

Cin.
Sir,
Sub: IFB NoCDI5398P15
We confirm that Mr (Name and
address) as authorized to represent us to Bid, negotiate and conclude the
agreement on our behalf with you against Invitation
No.: for hiring of Annual Maintenance Contract for PCs, Printers and Accessories for a period of 03 years.
106, Trimers and Theeessories for a period of 00 years.
We confirm that we shall be bound by all and whatsoever our said
representative shall commit.
Yours Faithfully,
Signature:
Name :
Designation:
For & on behalf of :
Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a competent person to bind such Bidder.
and shan be signed by a competent person to bind such bidder.

#### PROFORMA - III

e-TENDER No: CDI5398P15

# STATEMENT OF NON-COMPLIANCE

(Only exceptions/deviations to be rendered)

The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the tender stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Authorised Person's Signature: Name:	
Designation:	
Seal of the Ridder	

**NOTE**: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the "**Statement of Non-Compliance**" in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

### e-TENDER No: CDI5398P15

### ANNEXURE - I

# [TO BE FILLED-UP / SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR E-REMITTANCE]

Name:
FULL Address:
Phone Number : Mobile Number : E-mail address : Fax Number : Bank Account Number (in which the Bidder wants remittance agains invoices) : Bank Name : Branch : Address of the Bank :
Bank Code : IFSC/RTGS Code of the Bank : NEFT Code of the Bank : PAN Number : Service Tax Registration Number :
Signature of Vendor with Official Seal
**********

# FORM OF BID SECURITY (BANK GUARANTEE FORMAT) or Any other format acceptable to Oil India Ltd.

For F	OIL INDIA LIMITED, Head(Contracts), ajan, Assam, India, Pin - 786 602.
servi Assa KNO (Nam (here (`*	CREAS, (Name of Bidder) (hereinafter called "the er") has submitted their offer Dated for the provision of certain ces (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, m, India (hereinafter called the Company)'s Tender No. CDI5398P15 W ALL MEN BY these presents that we (Name of Bank) of ne of Country) having our registered office at einafter called "Bank") are bound unto the Company in the sum of ) for which payment well and truly to be made to Company, the country its successors and assignees by these presents.
SEAI 2014	LED with the common seal of the said Bank this day of
(1)	CONDITIONS of these obligations are: If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder; or
. ,	If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
	<ul><li>(a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or</li><li>(b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;</li></ul>
first its de clain	undertake to pay to Company up to the above amount upon receipt of its written demand (by way of letter), without Company having to substantiate emand provided that in its demand Company will note that the amount ned by it is due to it owing to the occurrence of one or both of the two itions, specifying the occurred condition or conditions.
	guarantee will remain in force up to and including the date (**/) and demand in respect thereof should reach the Bank not later than the above
	rithstanding anything contained hereinabove:
(ii) ′	Our liability under the guarantee shall not exceed ` This Bank Guarantee shall be valid only up to// We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if we receive a written claim or demand on or before//

$e ext{-}TENDER\ No: CDI5398P15$	,

GNATURE AND SEAL OF THE GUARANTORS	
ame of Bank & Address	_
itness	
ldress	
ignature, Name and Address)	
ate:	
ace:	

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

\*\* Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid.

888888888888

*e-TENDER No : CDI5398P15*