

E-TENDER NOTICE

OIL INDIA LIMITED (OIL) invites Competitive bids **under Single Stage Composite Bid System** from Indigenous bidders through its E-Procurement portal “<https://etender.srm.oilindia.in/irj/portal>” for the following services:

Tender No.	Description of Service	Bid Closing Date	Cost of Bid document
CLI3966P15	Providing Information Technology (IT) Maintenance Services for OIL’s New Office at SB Tower 6 th Floor, 1A/1 Sector 16A, NOIDA and OIL’s CEMG Office at FC-24, Sector-16A, NOIDA	28.07.2014 (11:00 Hrs)	Rs.2000.00

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 NOIDA /NEW DELHI, along with the application(s) on applicant’s letter pad for request of USER ID & PASSWORD is to be submitted to Chief Advisor(C&P), Oil India Limited, Plot No. 19, Sector 16A, NOIDA within OIL’s working hours, 7 days prior to the scheduled Bid Closing date. On receipt of requisite Bid Document Cost, USER_ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the bidding through OIL’s E-Procurement portal. 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 to get access for participation in the tender.

The details of Tender can be viewed using “Guest Login” provided in the E-Procurement portal and also in OIL’s web site www.oil-india.com. The link to OIL’s E-Procurement portal has also been provided through OIL’s web site www.oil-india.com

Note: The USER ID & Password are unique/non-transferable and only one set of the same will be issued against one e-mail ID (one Party).



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्गाबाजार, अमरा
Oil India Limited
(A Government of India Enterprise) Registered Office: Durgabazar, Assam

Plot No. 19, Sector 16A,
Noida – 201301, U.P.
Phone: 0120 - 2488333 to 2488347
(EPABX)
Fax: 0120 - 2488310
E-mail: oilindia@oilindia.in
corp_c&p@oilindia.in

Web Site: www.oil-india.com

C O V E R I N G N O T E

Tender No.CLI3966P15 Dated 20.06.2014

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

a) DESCRIPTION OF WORK/ SERVICE:

Providing Information Technology (IT) Maintenance Services, for ten (10) hours a day, six (06) days a week (Monday to Saturday) at OIL's CEMG Office at FC-24, Sector-16A, NOIDA and New Office Premises at SB Tower 6th Floor, 1A/1 Sector 16A,NOIDA

b) Type of BID: Single Stage-Composite System

c) CONTRACT PERIOD: Four (04) years

d) Bid Closing/ Opening Date & time: 28.07.2014 (11:00HRS/14:30 HRS)

e) Bid Submission Mode: Bid should be submitted online in OIL's E-Procurement portal

f) Bid Opening Place: Office of Chief Advisor (Contracts &Purchase)
Oil India Limited
Plot No. 19, Sector-16A
NOIDA –201301

g) Bid Validity: 180 days from Bid Opening Date

h) Bid Security Amount: ₹ 57,600.00 (Fifty Seven Thousand Six Hundred Only)

i) Amount of Performance Security: 2.5% of total estimated contract value

j) Retention Money: 7.5% on the running bills.

NOTE:

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

No._____ dated_____ of_____

Original hard copy of (a) should reach the office of Chief Advisor(C&P) on or before Bid opening date and time (12:45Hrs), otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced bid documents.

- 2.0 Bid should be submitted online up to 11:00 AM (IST) (OIL's e procurement 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 Chief Advisor (C&P) in presence of authorized representative of the bidder.
- 3.0 Bidders interested to participate in the e-Tender are required to submit an application and payment of non-refundable tender fee (PSU and SSI Units are exempted) as indicated above through crossed demand draft drawn in favour of Oil India Limited and made payable at NOIDA/New Delhi. Tender documents will be on sale **till 21.07.2014**. The application and Tender Fee to be submitted to

**Chief Advisor(C&P)
Oil India Limited
Plot No. 19, Sector-16A
NOIDA – 30 201**

- 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. 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.

5.0 The tender will be governed by:

- ✓ COVERING LETTER
- ✓ SECTION– I: INSTRUCTIONS TO BIDDERS
- ✓ SECTION–II: GENERAL TERMS AND CONDITIONS
- ✓ SECTION–III: SPECIAL CONDITIONS & OTHER TERMS & CONDITIONS
- ✓ SECTION–IV: SCOPE OF WORK
- ✓ SECTION–V: BIDDING FORMAT FOR RATES.
- ✓ SECTION–VI: FORM OF BID SECURITY (BANK GUARANTEE
- ✓ SECTION–VII: FORM OF PERFORMANCE BANK GUARANTEE
- ✓ SECTION–VIII: SAMPLE FORM OF AGREEMENT
- ✓ SECTION–IX: BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA(BEC)
- ✓ PROFORMA-I : STATEMENT OF COMPLIANCE
- ✓ APPENDIX – I : GENERAL GUIDELINES TO BIDDERS FOR PARTICIPATING IN OIL'S PROCUREMENT TENDERS.

SPECIAL NOTE:

GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT :

To participate in OIL's E-procurement tender, bidders should have 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

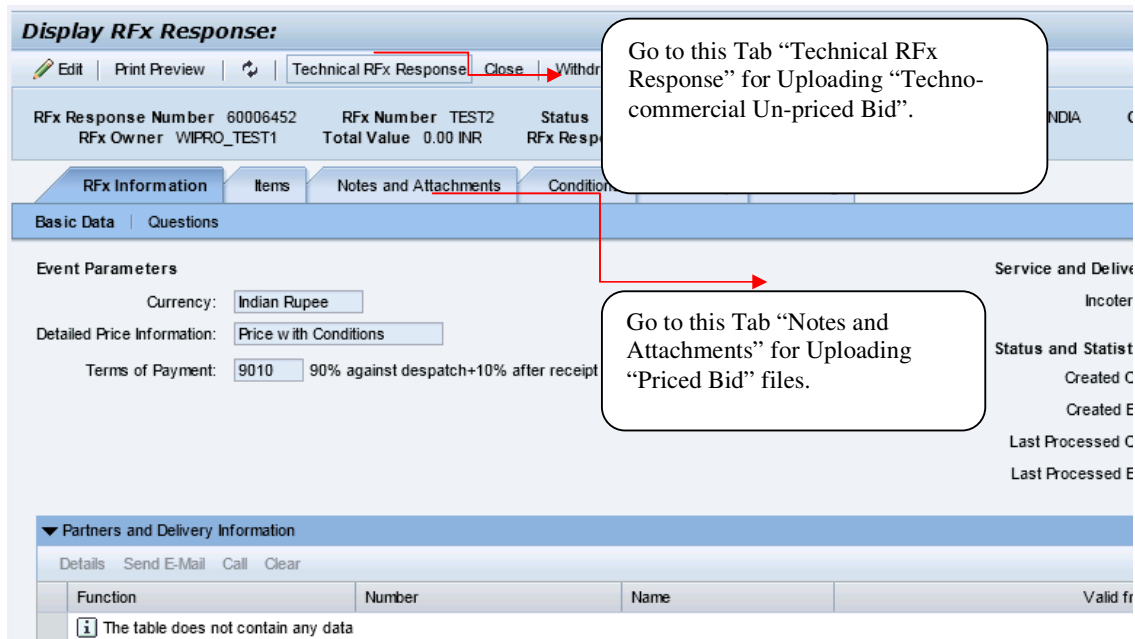
User Id on free of charge basis The detailed guidelines are available in OIL's e-procurement site. For any clarification in this regard, bidders may contact OIL.

Please note that all tender forms and supporting documents are to be submitted through OIL's E-Procurement site only except Original Bid Security which are to be submitted in sealed envelope super scribed with tender no. and due date to : Chief Advisor (Contracts& Purchase),OIL INDIA LIMITED, Plot No. 19, Sector-16A,NOIDA 201 301, UTTAR PRADESH.

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 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.

- 6.0 **The tender is invited under SINGLE STAGE COMPOSITE 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. Details of prices as per Price Bid format can be uploaded as Attachment under Notes & Attachment Tab.**

A screen shot in this regard is given below. However, bidders are requested to go through OIL's e – Portal / Website before uploading their bids for updated information regarding participation requirements and procedure for OIL's e – tenders. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Section - X.



On "EDIT" Mode- The following screen will appear. Bidders are advised to Upload "Techno-Commercial Unpriced Bid" and "Priced Bid" in the places as indicated above:

Edit RFX Response:

Submit | Read Only | Print Preview | Check | Technical RFX Response | Close | Save | Ver

RFX Response Number 60006452 RFX Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA
 RFX Owner WIPRO_TEST1 Total Value 0.00 INR RFX Response Version Number 2 RFX Version Number 5

RFx Information Items **Notes and Attachments** Conditions

Area for uploading Techno-Commercial Unpriced Bid*

▼ Notes

Add ▲ Clear

Assigned To	Category	Text Preview

▼ Attachments

Sign Attachment Add Attachment Edit Description Versioning ▲ Delete Create Qualificati

Assigned To	Category	Description	File Name	Version	Processor	Checked
The table does not contain any data						

Price Bid Format to be attached here after digitally Signing the attachment *

Notes :

- * The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details
- ** The “Priced bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Priced Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the document. On Signing, a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

SECTION – I

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.

A. BIDDING DOCUMENTS

2.0 The services required, bidding procedures and contract terms are prescribed in the Bidding Document. This bidding document includes the following:

(a) A Covering Note highlighting the following points:

- (i) Oil India Limited 's Tender No.
- (ii) Type of Bidding
- (iii) Cost of Bid Document
- (iv) Bid Closing date and time.
- (v) Bid Opening date, time and place.
- (vi) Bid submission place
- (vii) Bid opening place
- (viii) The amount of Bid Security.
- (ix) The amount of Performance Security.
- (x) Retention Money
- (xi) Duration of Contract.

(b) Instructions to Bidders (Section - I)

(c) General Terms and Conditions (Section - II)

(d) Special Conditions & other terms & conditions (Section - III)

(e) Scope of Work (Section - IV)

(f) Price Bid Format (Section - V)

(g) The Bid Security Form (Section - VI)

(h) The Performance Security Form (Section - VII)

(i) Sample Form of Agreement (Section - VIII)

(j) Bid Rejection Criteria /Bid Evaluation Criteria (BRC/BEC)-(Section - IX)

(k) Statement of Compliance (Proforma-I)

(l) General Guidelines to Bidders for participating in OIL's procurement tender(Appeddix-I).

2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk & responsibility and may result in rejection of their bid.

3.0 AMENDMENT OF BIDDING DOCUMENTS:

3.1 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 Bid Document through an Addendum.

3.2 The Addendum will be sent in writing or by Fax/E-mail/Courier/Post to all prospective Bidders to whom Company had issued the bid 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.

4.0 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 user ID and password has been issued.
- 3.2 Unsolicited offers will not be considered and will be rejected straightway.

B. PREPARATION OF BIDS:

5.0 LANGUAGE OF BIDS:

- 5.1 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 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 Rates quoted by the Successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 7.3 All duties and taxes, corporate income taxes, and other levies except **service tax** payable by the Contractor under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder. Service tax as applicable shall be on OIL's Account. Evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

- 8.1 These are listed in Bid Rejection Criteria vide Section – IX.

9.0 BID SECURITY:

- 9.1 The Bidder shall furnish as part of its bid, Bid Security in the amount as specified in the "Covering Note".
- 9.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-para 9.8 below.
- 9.3 The Bid Security shall be denominated in the currency of the bid or another freely convertible currency, and shall be in the form of Demand Draft , Banker's Cheque or a bank guarantee issued by a scheduled Indian Bank or a foreign bank through its Indian branch in the form provided in the Bid Document and valid for 30 days beyond the validity of the bid. The bank guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Noida or alternatively at Delhi.

- 9.4 SEALED ENVELOPES containing the Bid Security, Printed catalogue and Literature, if called for in the tender shall be marked with the above Tender Number and description of work and submitted in the office of :

**Chief Advisor(C&P)
Oil India Limited
Plot No. 19, Sector-16A
NOIDA –201301**

- 9.5 Any Bid not secured in accordance with above-mentioned subparagraphs 9.1 to 9.4 will be rejected by Company as non-responsive. However, Public Sector undertakings (central or state) are exempted from submission of bid security. Moreover, Small Scale Units registered with NSIC/Directorate of Industries are exempted from submitting bid security provided they submit an attested copy of their valid registration with Corporation / directorate of Industries which indicates the category of service being tendered for and if the total tender value is less than the monetary limit for which the unit is registered. Documentary evidence of the monetary limits should be enclosed without which the bidder will not be entitled for exemption.
- 9.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned after expiry of the period of bid validity or finalization of the tender, whichever is earlier.
- 9.7 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing performance security as per the contract.
- 9.8 The Bid Security will be forfeited:
- (a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or
 - (b) If a Successful Bidder fails:
 - i) To sign the contract within reasonable time and within the period of bid validity, and /or,
 - ii) To furnish Performance Security.

10.0 **PERIOD OF VALIDITY OF BIDS:**

- 10.1 Bids shall remain valid for 180 days after the date of bid opening prescribed by the Company.
- 10.2 In exceptional circumstances, the Company 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 or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

11. **FORMAT AND SIGNING OF BID:**

- 11.1 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.

C. **SUBMISSION OF BIDS:**

12.0 ON LINE SUBMISSION:

- 12.1 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 Organization 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 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.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

12.2 Bidders are requested to state their compliance or deviation / exception to any clause, if any as per **PROFORMA – I**, enclosed. This should be a part of the Technical bid.

12.3 Timely submission of the bids is the responsibility of the Bidder. Bid should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

12.4 E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.

12.5 Bidder shall submit the Bid, duly completed in terms of the Bid Document.

13.0 DEADLINE FOR SUBMISSION OF BIDS :

13.1 Bids should be submitted on-line up to 11.00 AM (IST) (Server Time) on the Bid Closing date mentioned in the Covering Note. 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 for submission of bids has been reached and bids are opened.

13.2 No bid can be submitted after the submission deadline is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

13.3 The documents in physical form must be received by Company at the address specified above vide Para 9.4 on or before the Bid Closing Date & Time mentioned in the "Covering Note". Timely delivery of the same at the address mentioned above vide para 9.4 is the responsibility of the Bidders.

13.4 **LATE BIDS:** 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 time 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.

14.3 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 :

- 16.1 Company will open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Note. However, the Bidder's representative must produce an authorization letter from the bidder at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the opening of tenders. Only one representative against each bid will be allowed to attend. Since this tendering is on the basis of **SINGLE STAGE COMPOSITE SYSTEM, on bid opening date, both Technical RFX and Priced Bid will be opened on the date specified in the covering note.**
- 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 (if any) for which an acceptable notice of withdrawal has been received pursuant to para 14.0 shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.
- 16.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, quoted prices and such other details as the Company may consider appropriate.
- 16.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-para 16.3.
- 16.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. 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.
- 16.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. 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. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 16.7 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.
- 16.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 16.9 Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the bid closing date and/or time.

17.0 EVALUATION AND COMPARISON OF BIDS :

- 17.1 The Company will evaluate and compare the bids as per Bid Evaluation Criteria (Section-IX) of the tender document.

- 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 para 14.0 above, no Bidder shall contact Company 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 Company vide para 16.5.
- 18.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in rejection of their bid.

D. AWARD OF CONTRACT

19.0 AWARD CRITERIA:

- 19.1 The Company will award the Contract to the Contractor 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 COMPANY'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 expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder(s) in writing by registered letter / courier or by fax or e-mail (to be confirmed in writing by registered / courier letter) that his 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 15 days from the date of receipt 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. Bid Security shall then be forfeited and the party shall also be debarred for a period of 2(two) years from the date of default.

23.0 PERFORMANCE SECURITY :

- 23.1 The successful bidder shall furnish the Performance Security in the form enclosed (SECTION -VII) herewith within 15 days of the receipt of the notification of award of Contract, failing which OIL reserves the right to cancel the award of Contract and forfeit the Bid Security. Bidders should undertake in their bid to submit Performance Security as stated above. Performance Security should be for an amount as mentioned in the Covering Note. The Bank Guarantee issued by any Scheduled Bank should be kept valid for six more month than the validity of the Contract and extensions thereto. Alternatively the successful bidder can submit the Performance Security in the form of Bank Draft for the amount mentioned above. Performance security in any form will be returned to the Contractor only after six months after the validity of the Contract and extensions if any.
- 23.2 In the event of Bidder's failure to discharge their obligations under the Contract, the Performance Security shall be forfeited in part or full without any further reference to the Bidder.
- 23.3 The Performance Security shall be denominated in the currency of the contract and shall be in the form of a Bank Guarantee or Bank Draft.
- 23.4 The Bank Guarantee will have to be given from the Scheduled Bank on non judicial stamp papers of requisite value, as per the Indian Stamp Act, and stamp papers should be in the name of the issuing bank.
- 23.5 The Bank Guarantee issued by the Bank amongst others must contain the following particulars of the Bank
- (a) Full Address
 - (b) Branch Code
 - (c) Code Nos. of the authorized signatory with full name and designation
 - (d) Phone Nos./Fax Nos./E-mail address
- 23.6 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the LOA/Contract issued/placed on the Contractor shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such Contractor shall be invoked without any further reference.
- 23.7 The Bank Guarantee shall be enforceable at NOIDA/DELHI or as specified in the Tender/Contract.
- 23.8 Performance Security amount will not accrue any interest.

24.0 RETENTION MONEY:

A Retention Money equivalent to 7.5 % of each running account bill will be deducted till final completion of the Contract. This amount will be released to the Contractor along with the Performance Security i.e. after 6(six) months) months from Completion of the Contract period or any extension(s) thereof. Retention Money will not accrue any interest.

25.0 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.

(END OF SECTION – I)

SECTION –II

GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS:

Following terms and expressions shall have the meaning hereby assigned to them unless the context otherwise requires:

- 1.1 'Contract' means the terms and conditions contained in the document entitled “**Providing Information Technology (IT) based services for ten (10) hours a day, six (06) days a week (Monday to Saturday).**” In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 'Contractor' means the individual or firm or body incorporated performing the work under this contract.
- 1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 The 'Work' means each and every activities required for the successful performance of the services described under this contract.
- 1.5 Here 'Operating Area' means OIL's offices at Sector-16A, NOIDA and NCR.
- 1.6 'Site' means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.7 'Contract Price' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.8 'Company's Items' means the equipment, materials and services which are to be provided by Company/Contractor at the expense of Company.
- 1.9 'Contractor's Items' means the equipment, materials and services which are to be provided by Contractor/Company at the expense of the Contractor.
- 1.10 'Commencement Date' means the date on which the Contractor starts work as per the scope of work of the Contract.
- 1.11 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 1.12 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

2.0 CONTRACTOR'S PERSONNEL :

- 2.1 Contractor's Personnel - Contractor warrants that it shall provide all manpower for the necessary operations, supervision and execution of all works under this Contract to Company's satisfaction.

The personnel to be deployed by the Contractor must be competent and sufficiently experienced to perform the works correctly and efficiently except where otherwise stated.

- 2.2 Except as otherwise hereinafter provided, the selection, replacement and remuneration of Contractor's personnel shall be determined by Contractor. Such employees shall be the employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient.
- 2.3 Contractor will immediately remove and replace any of the Contractor's personnel, who in the opinion of Company, is incompetent, or negligent or of unacceptable behavior or whose employment is otherwise considered by Company to be undesirable.
- 3.0 GENERAL OBLIGATIONS OF CONTRACTOR:
- 3.1 It is expressly understood that Contractor is an independent entity and that neither it nor its employees and its sub-contractors, if any are employees or agents of Company. Company is authorized to designate its representative, who shall at all time have access to the related equipment and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative for the time being at site as being in-charge of all Company's and Company designated personnel at site. The Company's representative may, amongst other duties, observe, test, check the work performed by Contractor.
- 3.2 Compliance with Company's Instructions: - Contractor shall comply with all instructions of Company consistent with the provision of this Contract and perform the works described in the Scope of Work.
- 3.3 Contractor shall perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for successful execution of the work.
- 3.4 Contractor shall be deemed to have satisfied itself before submitting its 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 herein, cover all its obligations under the contract.
- 3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.
- 4.0 GENERAL OBLIGATIONS OF COMPANY:
- 4.1 Company shall, in accordance with and subject to the terms and conditions of the Contract, pay Contractor for its full and proper performance of obligations as per provision of this contract.
- 4.2 Allow Contractor and its employees to access, subject to normal security and safety procedures, to all areas of Company as required for orderly performance of the work.
- 5.0 PAYMENT TERMS:
- 5.1 Payment will be made on monthly basis for each completed calendar month. The service provider shall have to submit an invoice for his monthly payment after providing service for the month successfully. For OT and Holiday Payment, the detailed statement of OT and Holiday Duty carried out by the service provider personnel, duly certified by CE-IT, OIL shall have to be submitted along with the invoice. The monthly attendance sheet, duly certified by CE- IT, OIL shall also have to be submitted by the service provider along with his invoice. Any penalty, due for the calendar month shall be deducted from the monthly payment to the service provider.
- 5.2 OIL shall make the payments as per stipulation in the tender through Electronic Transfer only. All Bank charges of bidder's Bankers shall be to their account.

6.0 **LIQUIDATED DAMAGES:**

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

The Company also reserves the right to cancel the contract without any compensation whatsoever in case of failure to commence services within the stipulated date.

7.0 **TAXES AND DUTIES:**

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

- 7.10 Corporate and personnel taxes on Contractor and their sub-contractor shall be the liabilities of the Contractor and Company shall not be responsible on this account.
- 7.11 All local taxes, levies and duties, sales tax, octroi, excise duty etc. on purchases/sales by the Contractor, its sub-contractor and agents shall be borne by the Contractor.

8.0 SUBSEQUENTLY ENACTED LAWS :

- 8.1 Subsequent to the date of issue of letter of award of Contract, 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.

9.0 USE OF COMPANY'S EQUIPMENT:

- 9.1 Contractor shall assume the risk of and shall be solely responsible for damage to and loss or destruction of materials and equipment or supplies furnished by Company. In case there is a loss or damage to the company's equipment for causes attributable to contractor, the contractor shall compensate the company.

10.0 WAIVERS AND AMENDMENTS :

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

11.0 CONFIDENTIALITY:

- 11.1 Contractor agrees to be bound by professional secrecy and undertakes to keep confidential any information obtained during the conduct of services and to take all reasonable steps to ensure that Contractor's personnel likewise keep such information confidential.
- 11.2 This obligation shall be kept in force even after the termination date and until such information will be disclosed by Company.

12.0 NOTICES:

- 12.1 Any notice given by one party to other, pursuant to the Contract shall be sent in writing or by Fax or E-mail and confirmed in writing to the applicable address specified below :

COMPANY
OIL INDIA LIMITED
PLOT NO. 19, SECTOR-16A,
NOIDA – 201 301
UTTAR PRADESH
Fax No. 0120-2488327
E-MAIL: corp_c&p@oilindia.in

CONTRACTOR

- 12.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

13.0 HEADINGS:

The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

14.0 ASSIGNMENT AND SUB – LETTING:

The whole of the work included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part or share thereof / interest therein without the written consent of Oil India Limited. No undertaking shall relieve the Contractor from the full and entire responsibility.

15.0 FORCE MAJEURE :

15.1 In the event of either Party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the Party affected by such 'Force Majeure' will stand suspended as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Party) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the Party to the contract and which renders performance of the contract by the said Party impossible.

15.2 Upon occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other Party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

15.3 Should 'Force Majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, the either Party will have the right to terminate the contract with prior written notice if such 'Force Majeure' condition continues beyond consecutive ten (10) days. Should either Party decide not to terminate the contract even under such condition, no payment would apply during the force majeure period unless otherwise agreed to.

16.0 SET OFF:

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

17.0 ARBITRATION :

In the event of any disagreement, dispute arising out of execution of the Contract which cannot be settled in an amicable manner between the successful bidder and Oil India Limited the matter shall be referred to Arbitration. Such arbitration shall be governed by the provisions of the Arbitration and Collection Act. 1996 of India as amended up – to – date or any statutory modification or re – enactment thereof for the time being in force. The venue of the Arbitration shall be Delhi / NOIDA.

18.0 TERMINATION OF THE CONTRACT :

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

(END OF SECTION - II)

SECTION –III

SPECIAL TERMS & CONDITIONS

1.0 Manpower Requirement:

The Service Provider shall have to station 2 (two) nos. of IT Technicians at OIL's offices at Sector 16A, NOIDA for providing the above mentioned services. The minimum qualification and duty hours for the Technicians are given below:

1.1 Qualification :

- A. Applicant should be diploma holder (minimum) in IT/Computer Science / Electronics / Electronics and Telecomm / Electrical Engineering.
- B. Applicant should be CCNA or MCSE certified.

1.2 Experience :

- A. Technician should have minimum 1 year experience in the field of computer application and maintenance.
- B. Applicant should have knowledge of PC based OS, Network , MS Office , Email, internet and other PC based applications.

1.3 Duty Hours :

- A. Personnel posted by the service provider shall have to be present in their designated office 6 (six) days a week from Monday to Saturday, 10 (ten) hours a day from 9:00 AM to 7:00 PM. In case of work exigency, the posted personnel shall have to be available in office on Sunday on Call Basis.
- B. As part of the service under this contract, stationed personnel of service provider may need to provide service at any location in NCR, as and when instructed by IT Department of OIL.

1.4 Over Time

In case the personnel stationed by the service provider need to stay back at office due to work exigency on specific instruction of IT department of OIL beyond 7:00 PM on a working day, Over Time (OT) will be applicable for the working hours beyond 10 hours of duty. The bidder shall have to quote separately per person/ per hour OT rate as per Bidding Format.

1.5 Holiday Duty

In case the personnel stationed by the service provider need to provide service on Sunday due to work exigency on specific instruction of IT department, OIL, Holiday Duty Payment shall be applicable. The bidder shall have to quote separately per person/ per holiday rate as per Bidding Format.

2.0 Penalty:

In case service provider's Personnel is found absent for a continuous span of 2(two) days, Rs. 500.00 per man day will be levied from the 3rd day onwards. However, if such absenteeism is for more than 2 man-day in a calendar month, above penalty will be levied for no. of man-days beyond 2(two) man-days.

3.0 The service provider shall have to submit the Bio- Data of the personnel to be posted against this contract to CE- IT, OIL before start of the contract. The contract shall come into effect only after written acceptance of the personnel by IT department, OIL. OIL shall have full right to ask for replacement of a posted Technician, at any time during pendency of the contract, if the performance of

the technician is not found to be satisfactory. The service provider shall have to replace the person within a week time with a suitable person after acceptance by OIL.

- 4.0 The service provider shall have to make all the arrangements for food, transportation, conveyance etc. for their employees for which no extra claim will be entertained
- 5.0 The service provider personnel stationed at OIL offices should be able to rectify a defect within 24 hours of reporting, or otherwise the service provider shall have to arrange for necessary experts for rectifying the problem.

Other Terms & Conditions :

- 1.0 The personnel employed by the contractor shall be the sole responsibility and liability of the contractor and also expenses in connection with their employment shall be borne by the Contractor. Oil India Limited shall not bear any responsibility or have liability whatsoever arising out of this contract, including the liability under the Workmen's Compensation Act or any other Act(s) applicable.
- 2.0 The Contractor shall comply with provisions of various labour laws enacted by the Central/State Government, as amended from time to time. All statutory requirements/ obligations there under, as may be applicable to the contract labour, will have to be adhered to by the contractor and any failure on his part on this account shall be the responsibility of the contractor.
- 3.0 The contractor will abide by rules, regulations, bye-laws and statues, imposed by the Government and other local authorities etc.
- 4.0 The payment of wages /salaries/allowances/overtime etc. shall be subject to the minimum wages rates notified by the State Govt. from time to time. Payment will be made by 7th day of every months.
- 5.0 The payment of wages shall be made directly by the contractor to his staff and not through any thekedars or any other party or person. No amount shall be deducted from the wages of the workmen by way of commission of any nature whatsoever, except for statutory deductions.
- 6.0 Any financial liability on account of non-observance/non-compliance of any statutory requirement shall be responsibility of contractor.
- 7.0 The contractor shall be responsible for maintenance of registers/records under various labour laws and shall furnish them as and when required.
- 8.0 The contractor shall keep Oil India Limited indemnified for any claims/damages/disputes that may arise under the statutory labour provisions at any point of time during the currency of the contract or thereafter for the relevant period.
- 9.0 OIL shall have right to with hold payment of the bills in case of non-compliance of any clause of the contract or payment etc. to his contract labour.
- 10.0 Contractor shall in no case lease/transfer/sublet/appoint caretaker for the services.
- 11.0 No other person except contractor and their employees shall be allowed to enter the OIL premises. Contractor/employees shall not entertain any outsider or extend any service beyond OIL's premises.
- 12.0 Contractor's personnel shall not indulge in any unlawful activities within the premises of Oil India Ltd. and not indulge in any other private work other than normal duties.

- 13.0 The personnel engaged by the contractor shall be subject to security check by OIL's security staff while entering / leaving the premises. The contractor for their personnel shall issue identity cards. Contractor shall give the name of the personnel deployed by them to OIL.
- 14.0 Contractor shall be fully responsible for theft, burglary, fire or any other mischievous deeds done by their staff.
- 15.0 Oil India limited reserves the right to terminate the contract any time during the period of the without assigning any reasons thereof. Such terminations will be communicated in writing to the contractors and any work done beyond date of termination of the contract shall not be paid for.
- 16.0 Contractor will provide additional manpower, if required, for execution of any job covered in the contract.
- 17.0 Bidders should offer firm Rates :
- 17.1 The quoted rates shall remain firm and free from any escalation during the entire period of the contract. It will be inclusive of all taxes, statutory levies, duties etc. except service tax applicable.

(END OF SECTION – III)

SECTION – IV

Providing Information Technology (IT) Maintenance Services for OIL's New Office Premises at SB Tower 6th Floor, 1A/1 Sector 16A, NOIDA and OIL's CEMG Office at FC-24, Sector-16A, NOIDA

Services to be provided includes the following:

1. Computer Networks and monitoring the network activities
2. Internet bandwidth monitoring
3. Proxy server monitoring
4. IP phones and its programming
5. Loading of software applications in PCs
6. Deploying antivirus for computers & regularly cleaning the virus if any
7. Operating High speed all in one Printers for scanning & photocopying of important document
8. Shifting & reinstallation of PCs and devices if required
9. Taking backup
10. Arranging for presentation and handling of projectors
11. Fixing minor problems of PCs and printers
12. Monitoring network switches, UPS, Battery bank, Fire alarm systems, Firewall, Surveillance systems, Access control systems of the proposed computer centre
13. Radio networking etc.
14. Supporting end users on PCs applications, E-Mail related activities etc.
15. Any other IT related jobs assigned by IT Department, OIL

(END OF SECTION – IV)

SECTION – V

PRICE BID FORMAT FOR RATES

Sl. No.	Description of job	Unit	Quantity	Rate (Rs.)	Total (Rs.) for 4 (four) years
1.	Providing IT Maintenance Services as per details given in the scope of work for 10(ten) hours a day, 6(six) days a week (Monday to Saturday)	Per Month	48		
2.	Overtime beyond stipulated duty hours.	Per hour per person	1440 (considering average overtime for one person as 30 hrs / month)		
3.	Holiday Duty charges on Sundays	Per Holiday per person	96 (considering average holiday duty for one person as 2(two) days /person		
Grand Total (1+2+3) in Rs. A					
Service Tax on Item No.1 in Rs. (Please indicate Applicable Rate) B					
Total Evaluated Cost including Taxes (A+B)					

NOTE:

- The quoted rates will remain firm and free from any escalation during the entire period of the contract. It shall be inclusive of all taxes, statutory levies, duties, out of pocket expenses etc. except service tax which will be paid as per prevailing rate during the tenure of Contract.
- Bidders are requested to quote for all the items failing which the offer will be considered as unresponsive and will be rejected.
- Quantities indicated against item No.2 and 3 are estimated only and for evaluation purpose. Actual requirement may vary from the above mentioned quantities. Payment will be made on actual basis.

(END OF SECTION – V)

SECTION – VI

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted his bid dated (Date) _____ for **Providing Information Technology (IT) Maintenance Services for ten (10) hours a day, six (06) days a week (Monday to Saturday)** (hereinafter called "the Bid").

WE KNOW ALL MEN by these presents that We (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto Oil India Ltd (hereinafter called "Company" in the sum of (_____) * for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the Bank this _____ day of _____, 2014.

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws his Bid during the period of bid validity specified by the bidder
- (2) If the Bidder, having been notified of the acceptance of his Bid by the Company during the period of Bid validity :
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, on tender document;
or
 - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders on tender documents.

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

This guarantee will remain in force up-to and including the date (date of expiry of bank guarantee should be minimum 30 days beyond the validity of the bid) any demands in respect thereof should not reach the bank not later than the above date.

* The bank should insert the amount of guarantee in words and figures

Date :

Signature of issuing authority of Bank with
designation seal and seal of the bank.

(END OF SECTION-VI)

SECTION – VII

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

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

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

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

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

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

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

This guarantee is valid until the date (.....) six months after Contract completion.

SIGNATURE & SEAL OF THE GUARANTOR

Name of Bank
Address
Date

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

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

(END OF SECTION-VII)

SECTION – VIII

SAMPLE FORM OF AGREEMENT

THIS AGREEMENT is made on the day of..... 2014, between (Name of Company)- _____ of (Mailing address of Company) _____, hereinafter called "the Company", of the one part and (Name of Contractor) _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (Brief description of works) _____ and has, by Letter of acceptance dated (Date of Letter of Acceptance) _____, accepted a Bid by the Contractor for the execution, completion and maintenance of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
 - a) This form of Agreement,
 - b) The Letter of Acceptance,
 - c) The said Bid and Appendix,
 - d) The Technical Specifications ,if any
 - e) The Priced Bid and Quantities,
 - g) The Schedules of Supplementary Information, if any
 - h) The Special Conditions of Contract and
 - i) The General Conditions of Contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals to this Agreement on the day, year first written above.

SIGNED, SEALED AND DELIVERED.

By the said Name _____

On behalf of the Contractor
in the presence of:

(END OF SECTION - VIII)

SECTION – IX

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

1.0 BID REJECTION CRITERIA (BRC):

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

TECHNICAL:

1.1 The bidder should have three (03) years experience of successfully completing similar nature of works in office building(s) of PSUs / Central Govt./State Govt. Organizations or Enterprises or reputed Private Organizations or Enterprises during last 7(seven) years ending 31st March 2014, of value either of the following:

i. Three similar work each costing not less than Rs.11.52Lakhs

Or

ii. Two similar work each costing not less than Rs.14.4Lakhs.

Or

iii. One similar completed works each costing not less than the amount equal to Rs.23.04Lakhs.

Note: Similar nature of works means providing maintenance of PC/ Printer, Computer Network, Internet, Antivirus, MS office, OS configuration etc.

1.2 Average Annual financial turnover as per Audited Annual Reports for the last three accounting years, should be at least Rs.8.64Lakhs.

A. For proof of Annual Turnover, any one of the following documents/ photocopies must be submitted along with the bid:-

i) Attested/ self attested copy of a certificate issued by a practicing Chartered / Cost Accountants Firm certifying the average Annual Turnover for last3(three) accounting years previous to the current accounting year. The certificate must contain seal and membership no. of the Chartered / Cost Accountant.

ii) Attested /self attested copies of Audited balance sheet and Profit and Loss account .

B. For proof of requisite Experience, any one of the following attested /self attested copies of documents must be submitted along with the bid:

i) Necessary copies of contract document along with a Completion Certificate from the service recipient duly attested /self attested. Contract Completion certificate should clearly show the

- Gross value of the job done.
- Nature of Job done
- Contract Period.

ii) In case of OIL's contractors, copies of contract document showing gross value of work, nature of job and time period covering the financial years as per NIT will be accepted. It may be clearly noted that simply mentioning of OIL Contract Number will not be accepted.

C. Non submission of documents as specified in BRC above along with bids will result in rejection of bids straightway.

1.3 Bidders must quote their offer in accordance with the Price Bid Format provided along with the Bid documents. Bid received in any other format will be rejected.

1.4 Bids with inadequate validity will be rejected.

1.5 Bidders shall furnish the “Bid Security” for the amount as specified in the ‘Covering Note’. Bid Security” must be submitted in the manner mentioned in Para 9.0 of Section – II (Instructions to Bidders) Any Bid not accompanied by Bid Security will be rejected. Bid Security, if furnished in the form of Bank Guarantee, then the Bank Guarantee must be valid up to 30 days beyond stipulated bid validity as per tender. Otherwise the bid shall be rejected.

1.6 Any Bid containing false statement shall be rejected.

1.7 Any Bid received by Company after the deadline for submission of Bids prescribed herein will be rejected and returned unopened.

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

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

- | | |
|---------------------------------------|----------------------|
| - Performance Security Deposit Clause | - Termination Clause |
| - Tax and Duties Clause | - Arbitration Clause |
| - Force Majeure Clause | - Penalty Clause |
| | - Liability Clause |

1.10 Offers received in any form other than through OIL’s e – portal will not be accepted.

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

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

2.0 BID EVALUATION CRITERIA (BEC)

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

2.2 Bids conforming to the technical specifications, the terms and conditions stipulated in the tender document and conforming to the Bid Rejection Criteria will be evaluated to determine the lowest bidder.

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

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

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

(END OF SECTION - IX)

STATEMENT OF COMPLIANCE
(Only exceptions/deviations to be rendered)

SECTION NO. (PAGE NO.)	CLAUSE NO. SUB-CLAUSE NO.	EXCEPTION/ DEVIATION, IF ANY	REMARKS

(Authorized Signatory)

Name of the bidder _____

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 technical bids. If there is no deviation / exception, bidders should write “NO DEVIATION” in EXCEPTION/DEVIATION column. If the proforma is left blank or not submitted, then it would be construed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

Guidelines to bidders for participating in OIL's e-Procurement tenders

Bid invitations (Tenders)

The details of e-Procurement tenders can be accessed from our e-Procurement site. [https://etender.srm.oilindia.in/sap/bc/gui/sap/its/bbpstart/!](https://etender.srm.oilindia.in/sap/bc/gui/sap/its/bbpstart/)

To view e-Procurement tenders you need to login using your login id & password to view all tenders available for you.

If you do not have a user id, please click on Guest login button to view available open tenders.

Pre-requisites to submit tenders on line through e-Procurement Portal

Bidders should have a valid User Id to access OIL e-Procurement site.

Bidders should have a legally valid Class 3 digital certificate 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.

Tender fee must have been paid, if applicable for the Bid Invitation. If Bidder is exempt from paying tender fee, Bidder must hold exemption from the Tender Officer.

Bidder should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.

Instructions for obtaining Digital Certificate

In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid digital certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. (<http://www.cca.gov.in/>)

Steps for obtaining Digital Certificate

Visit the site of the licensed CA using internet browser.

Apply online for a class 3 digital certificate for the designated individual with organization name. Ensure the Digital Certificate is legally valid in India.

For making payment and submission of documents required for issue of the Digital Certificate, follow the instructions on the CA's website.

Use the class 3 Digital Certificate thus obtained for online bidding on OIL e-Procurement site.

Links to some licensed CA's are provided below

1. [TCS](#)
2. [Safescrypt](#)
3. [MTNL Trustline](#)
4. [\(n\)Code Solutions](#)
5. [e-mudhra](#)

Technical Settings

1. **Web Browser Supported:** Microsoft IE Ver 6.0 or higher recommended
2. **Java:** To view some of the components, you need to install Java Internet component JDK 5.0 from <http://java.sun.com/javase/downloads/index.jsp>

3. **Proxy:** If you are unable to access OIL e-Procurement site or Bid Documents, check if you are using proxy to connect to internet or if your PC is behind any firewall. Contact your system administrator to enable connectivity. Please note that standard Port for HTTPS (443) connectivity should be enabled on your proxy/firewall. Dial-up internet connectivity without Proxy settings is another option.
4. **Pop-ups:** Pop-ups should be enabled on OIL e-Procurement URL and Bid Documents URLs. This is required to view tender documents.
5. **Recommended Screen Resolution:** 1024 by 768 pixels.
6. **Internet Speeds:** If you are experiencing slow connectivity to OIL e-Procurement, then contact your system administrator/ISP provider for desirable speeds.
7. **Active-x controls:** Maintain the settings as described in Internet Explorer settings document to enable digital signature signing and verification.

Parameter	Value
Allow Scrip lets	Enable
Automatic prompting for ActiveX controls	Enable
Binary and script behaviors	Enable
Download signed ActiveX controls	Enable
Download unsigned ActiveX controls	Enable
Initialize and script ActiveX controls not marked as safe	Enable
Run ActiveX controls and plug-ins	Enable
Script ActiveX controls marked safe for scripting	Enable
Use Pop-up Blocker	Disable

8. **Digital signature client SW/component :** To use Digital Signature, a client level Software is required. This is third party software from Safescrypt. This is installed automatically, once you start working on OIL's e-procurement system. A popup will come before it starts installation. You need to ensure you have administrative rights on the PC or the laptop. This installation is one time activity for a PC or Laptop.
