



## **INVITATION FOR BIDS**

**e-Tender No: CLI 4031 P15 dated 01.07.2014.**

**Bid Closing Date: 01.08.2014**

OIL INDIA LIMITED (OIL), a Govt. of India Enterprise, invites competitive bids under Single Stage Composite Bid System, from domestic bidders for the job of replacement of existing pavers block, cleaning and repairing of drain at OIL House, Plot No. 19, Sector-16A, Noida through its e-Procurement portal <https://etender.srm.oilindia.in/irj/portal>. Application showing full address and email address with Tender Fee (Non-refundable) of **Rs. 500.00** (exempted for PSU and SSI unit) through DD in favour of M/s. Oil India Limited and payable at Noida/Delhi is to be sent to **Chief Advisor(C&P), Oil India Limited, Plot No. 19, Sector-16A, NOIDA- 201301(e-mail ID: [corp\\_c&p@oilindia.in](mailto:corp_c&p@oilindia.in)) only from 03.07.2014 to 25.07.2014**. The application along with the tender fee and e-mail ID must reach above office within the working hours as on **25.07.2014**. The envelop containing the application for participation should clearly indicate 'Request for participation in e-Tender' for easy identification and timely issue of authorization. No physical tender documents will be provided. On receipt of requisite tender fee, non transferable unique USER\_ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal. Details of NIT can be viewed using "Guest Login" provided in the e-Procurement portal. The link to e-Procurement portal has also been provided through OIL's web site : [www.oil-india.com](http://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: दुर्गाचरण, अस्सम  
**Oil India Limited**  
(A Government of India Enterprise) Registered Office: Durgacharan, Assam

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

Web Site: [www.oil-india.com](http://www.oil-india.com)

## S E C T I O N - I

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

**INVITATION TO e-BID UNDER SINGLE STAGE COMPOSITE BID SYSTEM FOR ENTERING INTO CONTRACT FOR THE JOB OF REPLACEMENT OF EXISTING PAVERS BLOCK,CLEANING AND REPAIRING OF DRAINS AT OIL HOUSE,PLOT NO.19, SECTOR-16A, NOIDA.**

Oil India Limited (OIL), a Govt. of India Enterprise, invites quotations under Single Stage Composite Bid System through its online e-procurement portal, from experienced and competent domestic bidders for entering into contracts for carrying out the job of **REPLACEMENT OF EXISTING PAVERS BLOCK,CLEANING AND REPAIRING OF DRAINS AT OIL HOUSE, PLOT NO.19,SECTOR-16A, NOIDA.**

1.0 The bid document for the above job comprises of the following Sections:

- SECTION– I: COVERING NOTE
- SECTION– II: INSTRUCTION TO BIDDERS
- SECTION–III: GENERAL TERMS AND CONDITIONS
- SECTION–IV: GENERAL / SPECIAL CONDITIONS
- SECTION– V: SCOPE OF WORK
- SECTION–VI: BIDDING FORMAT FOR RATES.
- SECTION–VII: FORM OF BID SECURITY (BANK GUARANTEE)
- SECTION–VIII: FORM OF PERFORMANCE SECURITY(BANK GUARANTEE)
- SECTION–IX : SAMPLE FORM OF AGREEMENT
- SECTION–X: BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)
- PROFORMA-I : STATEMENT OF COMPLIANCE
- APPENDIX-I : GENERAL GUIDELINES TO BIDDERS FOR PARTICIPATION IN OIL’S E- PROCUREMENT TENDER.

2.0 You are requested to send your most competitive bid well before the scheduled Bid Closing date and time. For your ready reference, few salient points (covered in details in this Bid document) are highlighted below:

—  
—————

- i) Tender No. : **CLI 4031P15 Dated 01.07.2014.**
- ii) Type of Bid : **Single Stage Composite Bid System**
- iii) Tender Fee : Rs.500.00 (Non-refundable)  
[PSUs and SSI units are exempted]
- iv) Bid Closing Date & Time : As mentioned in the on-line tender.
- v) Bid Opening Date & Time : As mentioned in the on-line tender.
- vi) Address to send application for User-ID & Password : Office of Chief Advisor(Contracts& Purchase)  
OIL INDIA LIMITED  
Plot No. 19, Sector-16A,  
NOIDA 201 301, UTTAR PRADESH
- vii) Bid to be submitted : Through OIL's e-procurement portal  
<https://etender.srm.oilindia.in/irj/portal>
- viii) Bid Opening Place : Office of Chief Advisor(Contracts& Purchase)  
OIL INDIA LIMITED  
Plot No. 19, Sector-16A,  
NOIDA 201 301, UTTAR PRADESH
- ix) Bid Security Amount : Rs. 54,000.00 (non-interest bearing).

Original hard copy of Bid Security should reach the following office before Bid Closing date & time, otherwise Bid will be rejected.

Chief Advisor(Contracts& Purchase)  
Oil India Limited  
Plot No. 19, Sector-16A,  
NOIDA 201 301, UTTAR PRADESH  
A scanned copy of this document should also be uploaded along with the Bid documents.

- x) Amount of Performance Security. : 2.5% of the total contract value.
- xi) Retention Money : 7.5% on the running bills
- xii) Duration of Contract : Job to be completed within Eight weeks from the date of award of the contract.

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. Applications( along with the necessary tender fee), requesting issue of USER ID & PASSWORD against the tender will be accepted by OIL **till 25.07.2014 (upto 5.15P.M) only.**

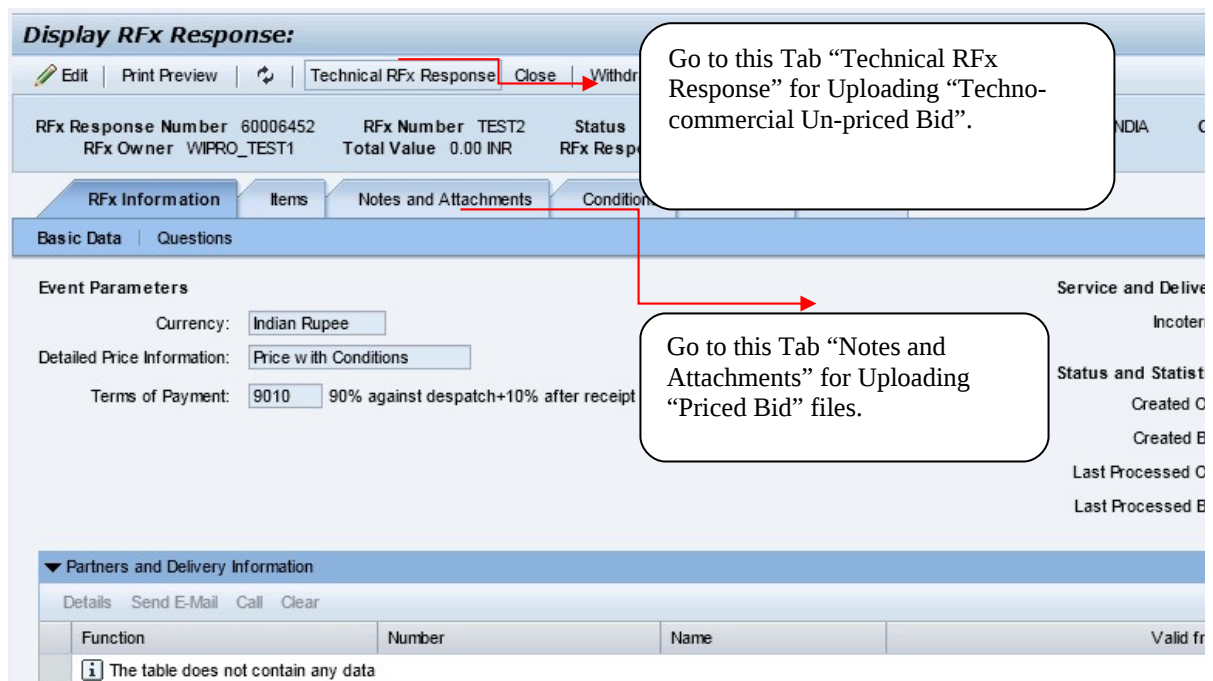
The application and Tender Fee to be submitted to :

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

**Note: PSUs & SSI units are exempted from payment of tender fee. However, they should send their application for issue of user ID & Password to OIL’s above office. E-mail ID to be clearly mentioned in the application.**

4.0 This tender is invited under **SINGLE STAGE COMPOSITE BID SYSTEM**. The bidder has to submit both “Techno-Commercial Bid” 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 Techno-commercial Bid should contain all technical documents including documents required as per Bid Rejection Criteria & a scan copy of Bid Security as per tender requirement and these are to be uploaded under Technical RFx Tab. The rates/prices including all applicable taxes shall be quoted as per “BIDDING FORMAT FOR RATES” provided in Section VI and to be attached as attachment under the Notes & attachment tab. The price quoted in this BIDDING FORMAT will only be considered for evaluation. Details of prices as per Bidding Format for Rates can be uploaded as Attachment under Notes & Attachment Tab.**

4.1 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 | Verify

Bid on "EDIT" Mode

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 Qualification

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.

5.0 Online Bids should be submitted latest by 11:00 AM (IST) (OIL's e procurement Portal Server Time) on the Bid Closing date as mentioned in the e-tender and will be opened on the same day at 3:00 PM (IST) at the office of Chief Advisor (C&P) in presence of authorized representative of the bidder.

5.1 **The rates shall be quoted as specified in the “BIDDING FORMAT FOR RATES” in Section– V I 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.

5.2 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.

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

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

6.0 Interested bidders may contact the following person to for any technical clarifications against the tender :

Mr. D.C.Nath  
Superintending Engineer(Civil)  
OIL INDIA LIMITED,  
Plot No.19, Sector 16A,Noida.  
U.P.- 201301  
Mobile no. 08826086789

7.0 We now look forward to your valuable offer through OIL's e–portal against the tender.

8.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

Thanking you,

Yours faithfully,  
OIL INDIA LIMITED

( Mrs. A. Doley )  
Chief Manager Materials  
For Chief Advisor (C & P)  
For Chairman & Managing Director

**( END OF SECTION –I )**

**SECTION-II**

## **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 Bid Document. This bid document includes the following:

- (a) A Covering Note(Section-I) highlighting the following points:
  - (i) Oil India Limited 's e- 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) Address to send application for User ID & Password
  - (vii) Bid Opening place
  - (viii) Amount of Bid Security.
  - (ix) Amount of Performance Security.
  - (x) The amount of Retention Money
  - (xi) Duration of Contract.
- (b) Instructions to Bidders (Section - II)
- (c) General Terms and Conditions (Section - III)
- (d) General/Special Conditions of Contract (Section - IV)
- (e) Scope of Work (Section - V)
- (f) Bidding Format For Rates(Section - VI)
- (g) The Bid Security Form (Section - VII)
- (h) The Performance Security Form (Section - VIII)
- (i) Sample Form of Agreement (Section - IX)
- (j) Bid Rejection Criteria /Bid Evaluation Criteria (BRC/BEC)-(Section -X)
- (k) PROFORMA-I.: Statement of Compliance.
- (l) APPENDIX-I :General guidelines to bidders for participation in OIL's e-procurement tender.

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.

### **B. PREPARATION OF BIDS:**

4.0 LANGUAGE OF BIDS:

4.1 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.

5.0 **DOCUMENTS COMPRISING THE BID:**

The bid submitted by the Bidder must be under **Single Stage Composite Bid** System and shall comprise of the following components:

(i) All documentary evidence in accordance with the Bid Rejection Criteria (BRC) as per Section-X.

(ii) Bid Security in the form of Demand Draft / Bank Guarantee for the required amount in accordance with para 9.0 below. **Original Bid Security 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 and should reach above office before tender opening date.**

(iii) Statement of compliance as per **Proforma-I**, enclosed.

(iv) Rates for various jobs as per the Bidding Format for Rates provided in Section – VI

6.0 Bidders should submit their rates / prices on-line as per the Bidding Format for Rates given in Section-VI. Bids received in any other form will be rejected.

7.0 Rates quoted by the Successful Bidder must remain firm during the performance of the Contract and is not subject to variation on any account.

7.1 All duties and taxes, corporate income taxes, Service tax and other levies 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. 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 –X.

9.0 **BID SECURITY:**

9.1 Pursuant to Para 5.0 above, 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 9.7 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 Any Bid not secured in accordance with above-mentioned subparagraphs 9.1 to 9.3 will be rejected by Company as non-responsive. However, Public Sector undertakings (central or state) are exempted from submission of bid security. Parties registered with Government Departments are

not exempted from submission of bid security against this tender.

- 9.5 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 takes place earlier.
- 9.6 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing performance security as per the contract.
- 9.7 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 90 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 but shall arrange suitable validity extension of their bid security provided under para 9.0 above.

11.0 **FORMAT AND SIGNING OF BID :**

- 11.1 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.
- 11.2 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.
- 11.2.1 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
- 11.2.1 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 11.3 The bid should contain no interlineations, correcting fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person(s) signing the bid. Any bid not meeting this requirement shall be liable for rejection.

C. **SUBMISSION OF BIDS:**

12.0 **UPLOADING OF BIDS IN THE SYSTEM :**

12.1 This tender is invited under **SINGLE STAGE COMPOSITE BID SYSTEM**. The bidders are required to submit their bids through electronic format in OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Detailed guidelines to bidders for participating in OIL's e-procurement tenders are given in website. Please ensure that **ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER** are uploaded in **Technical RFX Response link** only. Details of prices as per Bid Format/Price-bid can be uploaded as Attachment in the attachment link under "**Notes and Attachments**". A screen shot in this regard has been given in Section-I of the tender. However, we request bidders to go through OIL's e-procurement portal/Website before uploading their bids for updated information regarding participation requirements and procedures for OIL's e-tenders. A screen shot in this regard is given in Para 5.0 of Section-I. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Section-X.

12.2 All the conditions of the contract to be placed with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **PROFORMA-I**.

12.3 Timely submission of the bids is the responsibility of the Bidders. Bidders should submit their bid on-line before Bid Closing date and time of the tender.

12.4 Bids other than submitted through OIL's e-tender portal shall be rejected.

13.0 **DEADLINE FOR SUBMISSION OF BIDS :**

13.1 **No bid can be submitted after the submission dead line is reached. Bids are to be submitted before the Bid Closing Date and Time mentioned in the "Invitation for Bid" in the system.** The system time displayed on e-procurement web page shall decide the submission dead line.

14.0 **MODIFICATION AND WITHDRAWAL OF BIDS :**

14.1 The Bidder, after submission of bid, may modify or withdraw its bid prior to bid closing, if considered inevitable.

14.2 No bid can be modified subsequent to the deadline for submission of bids. Post tender modification(s) of bid by any bidder within the period of its bid validity will lead to rejection of such offer and forfeiture of bidder's Bid Security in full. Such modification (s) may also call for debarment of the bidder.

14.3 Bidder can delete their original bid and upload again their corrected / revised bids within the stipulated bid closing date and time. However, such corrections/ revisions/resubmission of bids including last minute decision by Bidders shall be solely on bidders' risk and responsibility. Company shall not assume any liability in this regard.

15.0 No bid can 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 document. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid security.

16.0 **BID OPENING AND EVALUATION:**

16.1 Company will open the Bids, including submission(s) made pursuant to para 14.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the e-tender. 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.

- 16.2 Bid (if any) which are withdrawn prior to bid closing date 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 16.2.
- 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.
- 16.7 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.
- 16.8 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 on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 17.0 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.
- 18.0 **EVALUATION AND COMPARISON OF BIDS :**
- 18.1 The Company will evaluate and compare the bids as per Bid Evaluation Criteria (Section-X) of the tender document.
- 19.0 **CONTACTING THE COMPANY :**
- 19.1 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.
- 19.2 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**

20.0 **AWARD CRITERIA:**

20.1 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.

21.0 **COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:**

21.1 Company reserves the right to accept any bid and to reject any or all bids.

22.0 **NOTIFICATION OF AWARD:**

22.1 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 (to be confirmed in writing by registered / courier letter) that his bid has been accepted.

22.2 The notification of award will constitute the formation of the Contract.

23.0 **SIGNING OF CONTRACT:**

23.1 At the same time as the Company notifies the successful Bidder(s) that his Bid has been accepted, the Company will either invite the bidder(s) for signing of the agreement or send the Contract Form provided in the bidding document. The form will be accompanied by the General & Special Conditions of Contract, Scope of works, schedules of rates and all other relevant documents.

23.2 Within 15 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

24.0 **PERFORMANCE SECURITY :**

24.1 Within 15 days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount specified in the Covering Note in the Performance Security Form (form of Bank Guarantee in the format) as provided in the Bidding Document or in any other form acceptable to the Company (demand draft) from a Bank located in India. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

24.2 The performance security specified above must be valid for six (06) months beyond the expiry date of the contract to cover any obligation and to lodge claim, if any. The same will be discharged by Company after the validity period of the performance security. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover the contract value for the extended period and also to extend the validity of the performance security accordingly.

24.3 Failure of the successful bidder to comply with the requirements of para 23.1 to 24.1 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event, the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

25.0 **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.

**26.0 PAYMENT TERMS :**

- 26.1 On account payment shall be made on monthly basis upto the amount of 92.5% of the value of work done. Final payment shall be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and deductions and the measurement shall be checked and certified by the Engineer In charge of OIL before any final payment is made.
- 26.2 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.
- 26.3 Measurement shall be taken jointly by the Engineer-In-charge or his authorized representative on the part of OIL & the contractor.
- 26.4 The Contractor shall provide assistance with appliance and other things necessary for measurement without extra charge.
- 26.5 If the contractor/his representative fails to attend when called for measurement, the Engineer-In-charge shall have power to proceed by himself to take measurements.
- 26.6 Measurement shall be recorded by the Engineer-In-charge, who shall make entries regarding the work executed by the contractor under different items of bill of quantity. These entries will be counter-signed by the contractor or his authorized representative.
- 26.7 Payment shall be made as per contract rates for the satisfactory work done as per details given in item & its specification. No advance payment will be made by OIL.
- 26.8 No payment shall be made for the work done without the permission of Engineer-In-Charge.
- 26.9 Running bill payment against the work executed shall be made to the contractor after recording on measurement book by Engineer-In-charge & agreed by the contractor.
- 26.9 All payment will be subject to deduction of taxes at source as per applicable rules.

**( END OF SECTION – II )**

## SECTION –III

### 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 REPLACEMENT OF EXISTING PAVERS BLOCK,CLEANING AND REPAIRING OF DRAINS AT OIL HOUSE,PLOT NO. 19,SECTOR-16A, NOIDA attached exhibits. 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 job described under this contract.
- 1.5 Here 'Operating Area' means **OIL HOUSE, PLO NO. 19, SECTOR-16A,NOIDA.**
- 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 Mobilization and Completion Period :
- 2.1 Mobilization of all the items required for the work has to be completed within 4 days from the date of receipt of notification of award of contract .
- 2.2 Whole work has to be completed in all aspects within 12(twelve) weeks from the date of receipt of notification of award of contract.

3.0 **CONTRACTOR'S PERSONNEL :**

- 3.1 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.
- 3.2 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.
- 3.3 Replacement of Contractor's Personnel- 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 behaviour or whose employment is otherwise considered by Company to be undesirable.

4.0 **GENERAL OBLIGATIONS OF CONTRACTOR:**

- 4.1 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 authorised 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.
- 4.2 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 Terms of reference/Scope of Work.
- 4.3 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 and timely execution of the work.
- 4.4 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.
- 4.5 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.

5.0 **GENERAL OBLIGATIONS OF COMPANY:**

- 5.1 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.
- 5.2 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.

6.0 **PAYMENT TERMS**

As defined under para 26.0 of Section – II.

7.0 **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.

8.0 **TAXES AND DUTIES:**

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

Page 11 of 28

Company will not assume any responsibility whatsoever towards consequences of non-compliance to above.

- 8.8 The Contractor will arrange tax audit by competent audit firm as per the provision of Indian Tax Laws and submit a copy of the tax audit report to the Company, if and when asked.
- 8.9 Prior to start of operation under this contract, the Contractor shall furnish the Company all necessary documents, as asked for.

Page 16 of 35

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

9.0 **SUBSEQUENTLY ENACTED LAWS :**

Subsequent to the date of issue of letter of intent/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.

10.0 **USE OF COMPANY'S EQUIPMENT:**

- 10.1 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.

11.0 **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.

12.0 **CONFIDENTIALITY:**

- 12.1 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.
- 12.2 This obligation shall be kept in force even after the termination date and until such information will be disclosed by Company.

13.0 **NOTICES:**

- 13.1 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**

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

14.0 **HEADINGS:**

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

15.0 **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.

16.0 **FORCE MAJEURE :**

16.1 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.

16.2 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.

16.3 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.

17.0 **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).

18.0 **ARBITRATION :**

In the event of any disagreement , dispute arising out of execution of the Contract which cannot be settle 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.

**(END OF SECTION - III)**

## SECTION –IV

### (A) GENERAL CONDITIONS OF CONTRACT

- 1) Contractor has to complete the work within the given period of completion.
- 2) Accomodation in any manner will not be provided to the workers of the contractor deployed in the execution of work.
  - 3) OIL reserves the right to increase/decrease the quantum of work by plus or minus 20% of any individual item or 10% of the total contract value at the same rates and terms & conditions of the contract.
- 4) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- 5) Contractor to get all his employees insured against all types of risks at his own cost.
- 6) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- 7) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of OIL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- 8) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 9) contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of OIL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities/OIL authorities.
- 10) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues/running bills under the contract can be utilized by OIL to discharge the liability of the contractor.
- 11) Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost.
- 12) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- 13) During the work if any damage occurred to OIL property, the cost will be recovered from the vendor including administrative charges.

## **(B) SPECIAL CONDITIONS OF CONTRACT**

Oil India Limited intends to enter into a contract for renovation of existing pavers block in OIL House, Plot No. 19, sector-16A, Noida .

Some special conditions of the Contract will be as under:

- 1.0 All the materials like cement, sand & stone chips etc. shall be arranged by the contractors. No materials will be issued from OIL store.
- 2.0 All the tools & safety arrangement will be arranged by the contractor.
- 3.0 The colour and pattern design of laying pavers tiles shall be as per the direction of the Engineer-In-Charge of OIL.
- 4.0 Only “ARMORIZED” pavers tiles i.e. having protective shield on top layer for smooth surface and rich colours shall have to be used.
- 5.0 The concrete mixture machine shall be used for lean concreting at the base.
- 6.0 The vibrator machine shall be used for compressing of soil at no extra cost.
- 7.0 The safety arrangement shall be made by the contractor as per site requirement at his own cost.
- 8.0 The contractor will use measurement box for mixing of concrete ingredients. The mixing of concrete ingredient shall be in the presence of Engineer-In-Charge.
- 9.0 The contractor will ensure proper curing of cement work as per direction of Engineer-In-charge.
- 10.0 The contractor will have to make his own arrangement for transportation of recovered materials from work site for disposal of the same at no extra cost.
- 11.0 Contractor has to arrange godown for storage of materials outside the OIL premises.
- 12.0 In case of any damage of OIL’s property due to the negligence of contractor’s worker, the recovery will be done from the contractor.
- 13.0 After completion of work the site will be cleared by the contractor on no extra claim.
- 14.0 As the jobs are to be carried out even during office hours also, sufficient precautions should be adopted by the contractor.

### **15.0 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.

- 16.0 The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the noted Act :
  - i) Contract Labour Regulation & Abolition Act, 1970 and the rules framed there under
  - ii) The Workman Compensation Act.
  - iii) Payment of Wages Act.
  - iv) Minimum Wages Act.
  - v) Payment of Bonus Act, 1965
  - vi) Family Pension Scheme
  - vii) Inter – State Migrant Workmen (Regulation of Employment and Conditions of Services) Act, 1979 or any other Act(s) or Statutes not herein above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work (Contract). 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 the Contract labour shall be borne by the Contractor.

- 17.0 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, in force from time to time and obtain necessary permits / licenses etc. from appropriate authorities for conducting operations under the Contract . Contractor will be solely responsible for any lapse(s) against the same.
- 18.0 The Contractor employing more than 20 (twenty) workmen on any day of the preceding 12 months shall be required to obtain requisite license at his cost from the appropriate Licencing Officer before undertaking any Contract work. The Contractor shall also observe the rules and regulations framed under the Contract Labour (Regulations & Abolition) Act.
- 19.0 Wages shall be paid by the Contractor to the workmen directly without the intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadars from the wages of the workmen.
- 20.0 The Company, for any reason whatsoever and of which the Company shall be the sole judge, may terminate the Contract with one month notice in writing to the Contractor and in the event of Company's so doing the clause 4.0 hereof shall prevail and the accounts between the parties will
- 21.0 be in accordance therewith finalized.
- 22.0 The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within the OIL's premises or other fenced area of the Company.
- 23.0 The Contractor shall ensure that all men engaged by him are provided with appropriate protective clothing and safety wear in accordance with appropriate Governmental regulations. The Company's representative shall not allow / accept those men who are not provided with the same.
- 24.0 In order to promote, safeguard and facilitate the general, operational economic interest of the Company, during the continuance of this agreement the contractor hereby agrees and under takes not to take any direct or indirect interest and / or support, assist maintain or help any person or persons engaged in antisocial activities, demonstrations , riots or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's work and its neighborhoods.
- 25.0 In case of any doubt or dispute as to the interpretation of any Clause herein contained the decision of the Company's authorized personnel shall be final and binding on the Contractor.

## **26.0 LIABILITY**

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

injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

- 26.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 26.4 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 subcontractors for injury to, illness or death of any employee of the contractor and of its contractors, subcontractors and / or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 26.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or his contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and / or its servants, agents, nominees, assignees, contractors and subcontractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss of damage and any suit, claim or expense resulting therefrom.
- 26.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of contractor and/or its servants, agents, nominees, assignees, contractors and subcontractors Company shall protect, defend indemnify and hold harmless contractor from and against such liabilities and any suit, claim or expense resulting therefrom.
- 26.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of Company and/or its contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 26.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servant, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the Company and of its contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

## **27.0 CONSEQUENTIAL DAMAGE**

- 27.1 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 of 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.

## **28.0 WITH-HOLDING**

- 28.1 Company may with-hold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of :
- (a) For non-completion of jobs assigned as per the Contract.
  - (b) Contractor's indebtedness arising out of execution of this contract.
  - (c) Defective work not remedied by Contractor.
  - (d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
  - (e) Failure of Contractor to pay or provide for the payment of salaries / wages, contributions, unemployment, compensation, taxes or enforced savings with-held from wages etc.
  - (f) Damage to another Contractor of Company.  
All claims against Contractor for damages and injuries, and / or for non-payment of bills etc.
  - (g) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.
  - (h) With-holding will also be effected on account of the following :
    - 1) Garnishee order issued by a Court of Law in India.
    - 2) Income-tax deductible at source according to law prevalent from time to time in the country.
    - 3) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws .
- 28.2 When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held.

28.3 Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor which is directly / indirectly due to some negligent act or omission on the part of Contractor relating to the Contractor's obligation on the Contract.

## **29.0 MISCELLANEOUS PROVISIONS**

29.1 Contractor shall give all notices and pay all fees required to be given or paid for by any National or State statute, ordinance, or other law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the performance of the services and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

29.2 Contractor shall confirm in all respect with provisions of any such statute, ordinance or law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the services and with such rules and regulations of public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such statute, ordinance or law, regulations or bye-law.

### **30.0 EMPLOYMENT OF OFFICIAL/PERSONNEL OF THE COMPANY**

Contractors are advised not to employ serving Company employees without its prior permission. It is also advised not to employ ex-personnel of the Company within the initial two years period after their retirement/resignation/severance from service without specific permission of the Company. Company may decide not to deal with such firm(s)/ Contractors who fail to comply with the advice.

**(END OF SECTION – IV)**

Page 24 of 35

**SECTION – V**

**SCOPE OF WORK**

SCOPE OF WORK INCLUDES REPLACEMENT OF EXISTING PAVERS BLOCK,CLEANING AND REPAIRING OF DRAINS AT OIL HOUSE,PLOT NO. 19, SECTOR -16A, NOIDA.

**Details of work to be done are provided in the bidding format ( in Section-v)**

---

\*\*\*\*\*

**(END OF SECTION – V)**

**SECTION – VI**  
**BIDDING FORMAT FOR RATES**

**DETAILED DESCRIPTION OF WORKS , UNITS AND QUANTITY ARE AS UNDER:**

Sl. No.	Description of work	Quantity	UoM	Unit Rate (Rs.)	Total (Rs.)
1	Taking out existing CC interlocking paver blocks from footpath/ central verge, including removal of rubbish etc., disposal of unserviceable material to the dumping ground, for which payment shall be made separately and stacking of serviceable material within 50 metre lead as per direction of Engineer-in-Charge.	2498.06	M2		
2	Applying one coat of cement primer paint of approved brand and manufacture on wall surface.	274.30	M		
3	Wall painting with plastic emulsion paint of approved brand ( Asian/ Berger/ICI) and manufacture of ready made colour to give an even shade preparing the surface as per manufacturer complete for 1 or more coats with a self priming coat but with roller.	374.71	M3		
4	French spirit polishing :One or more coats on old work .	117.82	M3		
5	Melamine polishing in matt finish on wood work (one or more coat).	2498.06	M2		
6	Mirror polishing on marble work/ Granite work/stone work where ever required to give high gloss finish complete.	18.52	M3		
7	Renewing glass panes, with putty and nails wherever necessary including racking out the old putty- Flat glass panes of thickness 4 mm.	108.00	M2		
8	Bottle trap 38 mm single piece moulded with height of 270 mm, effective length of tail pipe 260 mm from the centre of the waste coupling, 77 mm breadth with 25 mm	100.00	EA		

	minimum water seal, weighing not less than 263 gms each.				
9	Fixing upplasticised PVC connection pipe with brass unions: 45cm length 20mm nominal bore.	30.00	NO.		
<b>Total</b>					
<b>Sales Taxes ,if any</b>					
<b>Service Tax, if any</b>					
<b>Grand Total value including taxes (Rs.) (A)</b>					

**Notes :**

1. The price quoted above shall remain valid for 90 days from the bid closing date of the tender.
2. The rates of the contractor shall remain firm and free from any escalation during the entire period of the contract.
3. Grand Total value including taxes (A) must be inclusive of all taxes, statutory levies, duties, out of pocket expenses, transportation cost etc. No payment other than the above mentioned will be paid.
4. Evaluation will be based on “Grand Total including Taxes(A) ‘ price.
6. Above mentioned quantities are estimated quantities only. Actual requirement may vary from the above mentioned quantities. Payment will be made on actual basis which will be measured jointly by the contractor and the Engineer In Charge from OIL . However, prior approval of OIL must be taken for any additional work required to be carried out during execution of the contract.

**(END OF SECTION – VI)**

## SECTION – VII

### FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted his bid dated (Date) \_\_\_\_\_ for the job of REPLACEMENT OF EXISTING PAVERS BLOCK, CLEANING AND REPAIRING OF DRAINS AT OIL HOUSE, PLOT NO. 19, SECTOR -16A, NOIDA. (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 \_\_\_\_\_, 2011.

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-VII)**

**SECTION – VIII**

**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 HEREFOR 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 month 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-VIII)**

## SECTION – IX

### SAMPLE FORM OF AGREEMENT

THIS AGGREEMENT is made on the ..... day of..... 2011, 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 - IX)**

## SECTION – X

### 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.

1.1 The bidder should have experience in executing SIMILAR of successfully completing similar works during last 7(seven) years ending 30.04.2014, of value either of the following:

i. Three similar completed works each costing not less than Rs. 10.70 lakhs.

Or

ii. Two similar completed works each costing not less than Rs 13.38 lakhs.

Or

iii. One similar completed work each costing not less than Rs 21.41 lakhs.

**Note: SIMILAR WORKS : Similar work means to carry out civil construction work.**

1.2 Average Annual Financial turnover as per audited Annual Report of the company for the last three accounting years, should be at least Rs. 8.00 Lakh.

1.3 Bids should be accompanied by adequate documentary proof in support of Experience and Annual Financial Turnover . OIL reserves the right to cross check the documents from the issuing department. Following documents must be submitted along with the bid :

**a) For proof of Annual Turnover :**

i) Bidder must submit certificate issued by a practicing Chartered/Cost Accountants' firm, certifying the average Annual Financial Turnover for the last three years & nature of business.

or

ii) Attested copies of Audited Balance Sheet and Profit & Loss account.

**b) For proof of requisite experience :**

i) Photocopy of Contract document or Letter of Award showing details of work and value of contract.

ii) Completion certificate showing Contract no. , Contract period , nature of job done , Gross value of completed job and date of completion of the job.

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

1.5 Bid must be valid for 90 days from the scheduled Bid Closing date. Bids with inadequate validity will be rejected.

1.6 Bidders shall furnish the "Bid Security" for the amount as specified in the tender document. 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 for a period of 120 days from the scheduled Bid Closing date. Otherwise, the bid shall be rejected.

- 1.7 Offers received in any form, other than through OIL's e-portal will be rejected.
- 1.8 Any Bid containing false statement shall be rejected.
- 1.9 Any Bid received by Company after the deadline for submission of Bids prescribed herein will be rejected and returned unopened.
- 1.10 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.
- 1.11 There must be no exception to the following Clauses including sub-clauses, as applicable, otherwise the Bid will be rejected.
  - Performance Security Clause
  - Tax Liability Clause
  - Force Majeure Clause
  - Termination Clause
  - Arbitration Clause
  - Liquidated Damage Clause
- 1.12 No deviation or exception will be accepted in the clauses covered under BRC/BEC.
- 1.13 Unsolicited bids will be rejected straightway.

**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 and terms and conditions stipulated in the tender document and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Rejection Criteria 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.
- 2.6 Any additional information, terms or conditions included in the online Bid will not be considered by OIL for evaluating the tender.

\*\*\*\*\*

**(END OF SECTION - X)**

\*\*\*\*\*

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

<b>SECTION NO. (PAGE NO.)</b>	<b>CLAUSE NO. SUB-CLAUSE NO.</b>	<b>COMPLIANCE/ NON COMPLIANCE</b>	<b>REMARKS</b>

**(Authorised 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 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.

## APPENDIX- I

### **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/irj/portal>

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 Scriplets	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.

\*\*\*