

## **INVITATION FOR BIDS**

**e-Tender No: CLI 5307 P15**

**Bid Closing Date: 11.12.2014**

OIL INDIA LIMITED (OIL), a Govt. of India Enterprise, invites competitive bids under Single Stage Two Bid System, from domestic bidders for Operation and Maintenance of Electrical, Mechanical, Fire fighting, Water supply system and Telephone system etc. in its office buildings- OIL House and SB Tower(6<sup>th</sup> floor) at Sector 16A, Noida through OIL's e-Procurement portal <https://etender.srm.oilindia.in/iri/portal>. Application showing full address and email address with Tender Fee (Non-refundable) of **Rs. 2,000.00** (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 **Group General Manager (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 12.11.2014 to 03.12.2014**. The application along with the tender fee and e-mail ID must reach above office within the working hours as on **03.12.2014**. 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: दुर्लियाखण, असम  
**Oil India Limited**  
(A Government of India Enterprise) Registered Office: Duliexan, Assam

Plot No. 19, Sector 16A,  
Noida 6 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)

## SECTION - I

### COVERING NOTE

**INVITATION TO e-BID UNDER SINGLE STAGE TWO BID SYSTEM FOR ENTERING INTO CONTRACT FOR OPERATION AND MAINTENANCE OF THE ELECTRICAL, MECHANICAL, FIRE FIGHTING, WATER SUPPLY AND TELEPHONE SYSTEM ETC. AT OIL'S MULTISTORIED OFFICE BUILDINGS – OIL HOUSE, PLOT NO. 19, SECTOR-16A, NOIDA AND MAINTENANCE OF ELECTRICAL, PLUMBING WORKS AND TELEPHONE SYSTEM AT 6<sup>TH</sup> FLOOR, S.B.TOWER, PLOT NO. 1A/1, SECTOR-16A, NOIDA.**

Oil India Limited (OIL), a Govt. of India Enterprise, invites quotations under Single Stage Two Bid System through its online e-procurement portal, from experienced and competent domestic bidders for entering into contracts for **“OPERATION AND MAINTENANCE OF THE ELECTRICAL, MECHANICAL, FIRE FIGHTING, WATER SUPPLY AND TELEPHONE SYSTEM ETC. AT OIL'S MULTISTORIED OFFICE BUILDINGS – OIL HOUSE, PLOT NO. 19, SECTOR-16A, NOIDA AND MAINTENANCE OF ELECTRICAL, PLUMBING WORKS AND TELEPHONE SYSTEM AT 6<sup>TH</sup> FLOOR, S.B.TOWER, PLOT NO. 1A/1, SECTOR-16A, NOIDA”**.

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

- SECTION 6 I: COVERING NOTE
- SECTION 6 II: INSTRUCTION TO BIDDERS
- SECTION 6 III: GENERAL TERMS AND CONDITIONS
- SECTION 6 IV: SPECIAL CONDITIONS OF CONTRACT
- SECTION 6 V: SCOPE OF WORK
- SECTION 6 VI: BIDDING FORMAT FOR RATES.
- SECTION 6 VII: FORM OF BID SECURITY (BANK GUARANTEE)
- SECTION 6 VIII: FORM OF PERFORMANCE BANK GUARANTEE
- SECTION 6 IX : SAMPLE FORM OF AGREEMENT
- SECTION 6 X: BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)
- PROFORMA-I : STATEMENT OF COMPLIANCE
- PROFORMA-II : INTEGRITY PACT FORMAT.
- APPENDIX-I : GENERAL GUIDELINES TO BIDDERS FOR PARTICIPATION IN OIL'S E- PROCUREMENT TENDER.

2.0 You are requested to offer 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 5307 P15 Dated 07.11.2014.**
- ii) Type of Bid : **Single Stage Two Bid System**
- iii) Tender Fee : Rs. 2000.00 (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 Group General Manager (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 Group General Manager (Contracts & Purchase)  
OIL INDIA LIMITED  
Plot No. 19, Sector-16A,  
NOIDA 201 301, UTTAR PRADESH
- ix) Bid Security Amount : Rs. 1,43,000.00 (non-interest bearing).
- Original hard copy of Bid Security should reach the following office before Bid Closing date & time, otherwise Bid will be rejected.
- Group General manager (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 Unpriced Bid documents.
- x) Amount of Performance Guarantee : 2.5% of the total contract value.
- xi) Retention Money : 7.5% on the running bills
- xii) Duration of Contract : 02(Two) years with provision for extension for 1(one) year at the same rates, terms and conditions.

**xiii) INTEGRITY PACT:**

OIL shall be entering into an Integrity Pact with the bidders as per the format enclosed vide **PROFORMA-II** of the tender document. Each page of this Integrity Pact Proforma has been duly signed by OIL's Competent Signatory. This Proforma has to be uploaded by the Bidder (along with the Technical Bid) duly signed by the same Signatory who sign the bid. Any bid not accompanied by the Integrity Pact Proforma, duly signed by the Bidder shall be rejected straight away. All pages of the Integrity Pact is to be signed by the bidder's authorized signatory who sign the bid.

**NAME OF INDEPENDENT EXTERNAL MONITOR:**

- (a) Shri N. Gopalaswami, IAS (Retd.).  
Phone: +91-44-2834-2444 (Res), 96001 44444 (Mobile).  
E-mail: gopalaswamin@gmail.com
  - (b) Shri Ramesh Chandra Agarwal, IPS.  
Phone: +91-9810787089, 91-1122752749.  
E-mail: rcagarwal@rediffmail.com
3. 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 necessary tender fee), requesting issue of USER ID & PASSWORD against the tender will be accepted by OIL **till 03.12.2014 only**. The application and Tender Fee to be submitted to :

**Group General Manager(Contract & Purchase)**  
**Oil India Limited**  
**Plot No. 19, Sector-16A**  
**NOIDA – 30 201**

4. This tender is invited under **SINGLE STAGE- TWO 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 **TECHNO-COMMERCIAL UN-PRICED BID / ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER** are uploaded in the **Technical RFX Response link** only. **Please note that no price details should be uploaded in Technical RFX Response link.** Details of prices as per Bidding Format / Price-bid can be uploaded as Attachment in the attachment link under **“Notes and Attachments”**. A screen shot in this regard is given below. However, we request bidders to go through OIL's e ó Portal / Website before uploading their bids for updated information regarding participation requirements and procedure for OIL's e ó tenders. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Section - X.

**Display RFX Response:**

Edit | Print Preview | **Technical RFX Response** | Close | Withdraw | Verify

RFX Response Number 60006452 RFX Number TEST2 Status Submitted  
 RFX Owner WIPRO\_TEST1 Total Value 0.00 INR RFX Response Version 1

**RFX Information** | Items | Notes and Attachments | Conditions

Basic Data | Questions

**Event Parameters**

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

**Service and Delivery Information**

Incoterms  
 and Statistics  
 Created By  
 Created Date  
 Last Processed By  
 Last Processed Date

**Partners and Delivery Information**

Details | Send E-Mail | Call | Clear

| Function                            | Number | Name | Valid from |
|-------------------------------------|--------|------|------------|
| The table does not contain any data |        |      |            |

Go to this Tab "Technical RFX Response" for Uploading "Techno-commercial Unpriced Bid".

Go to this Tab "Notes and Attachments" for Uploading "Priced Bid" files.

**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 signature

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 | Summary

**Notes**

Add | Clear

| Assigned To                         | Category | Text Preview |
|-------------------------------------|----------|--------------|
| The table does not contain any data |          |              |

**Attachments**

Sign Attachment | Add Attachment | Edit Description | Versioning | Delete | Create Qualification Profile

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

Bid on "EDIT" Mode

Area for uploading Techno-Commercial Unpriced Bid\*

Area for uploading Priced Bid\*\*

**Notes :**

\* The eTechno-Commercial Unpriced Bid shall contain all techno-commercial details **except the prices**.

\*\* The ePrice bid must contain the price schedule and the bidder's commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Bid. 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.

5.1 The bid and all uploaded documents must be Digitally signed using eClass 3.0 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 eClass -3.0 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 eportal 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 Group General Manager (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 Bidding Document. This bidding document includes the following:

- (a) Covering Note (Section-I) 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 and time .
- (vi) Address to send application for User ID & Password
- (vii) Bid Opening place
- (viii) The amount of Bid Security.
- (x) The amount of Performance Security.
- ( xi) The amount of Retention Money
- (xii) Duration of Contract.

- (b) Instructions to Bidders (Section -II)
- (c) General Terms & Conditions of Contract (Section -III)
- (d) 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 Contract (Section - IX)
- (j) Bid Rejection Criteria /Bid Evaluation Criteria (BRC/BEC)-(Section -X)
- (k) PROFORMA-I : STATEMENT OF COMPLIANCE
- (l) PROFORMA-II : INTEGRITY PACT FORMAT.
- (m) 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/Corrigendum.

- 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/Corrigendum 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:**

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

**I. TECHNICAL BID**

- (i) Documentary evidence in accordance with Bid Rejection Criteria(BRC) as per Section-X.
- (ii) A scanned copy of the Bid Security in accordance with para 9.0 below should be uploaded along with the Unpriced bid document. Original hard copy of Bid Security should reach the office of Group General Manager (Contract & Purchase), Noida before Bid Closing date & time.
- (iii) Statement of compliance as per **Proforma-I** of Section 6X .
- (iv) Integrity Pact as given in **Proforma-II**, Section-X, duly signed by the same signatory who signs the bid.

**II. COMMERCIAL (PRICED) BID**

Bidding Format for Rates is provided vide Section-VI.

6.0 **BIDDING FORMAT :**

The bidder shall complete the Bidding Format as provided vide Section-VI.

7.0 **BID PRICE :**

- 7.1 Price should be quoted on-line and filled in Bidding Format for Rates provided in Section-VI. Same should be uploaded as attachment to the Bid.

- 7.2 Price quoted by the successful bidder must remain firm during the currency of the Contract and is not subject to variation on any account.

- 7.3 All duties and taxes, corporate income taxes, 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 6 X. All documents to be submitted along with the technical bids.

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) and SSI units 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 Bid Security of unsuccessful bidders( Technically not qualified bidders) will be discharged and/or returned after opening of price bids of technically qualified bidders. For others, Bid security will be discharged after finalization of the tender.

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 120 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 öClass 3ö 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 öClass -3ö 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.

C. **SUBMISSION OF BIDS:**

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

- 12.1 This tender is invited under **SINGLE STAGE TWO BID SYSTEM**. The bidders are required to submit their bids through electronic format in OILö e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Detailed guidelines to bidders for participating in OILö e-procurement tenders are given in website. Please ensure that **TECHNO-COMMERCIAL UNPRICED BID /ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER** are uploaded in **Technical RFX Response link** only. **Please note that no price details should be uploaded in Technical RFX Response link.** 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 is given below. However, we request bidders to go through OILö e-procurement portal/Website before uploading their bids for updated information regarding participation requirements and procedures for OILö 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** of Section X. This should be a part of the Technical-bid.

- 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 OILö e-tender portal shall not be accepted.

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 correct/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 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 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 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.
- 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.
- 16.6 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 OPENING OF PRICE BID:**

17.1 Company will open the Price Bids of the technically qualified bidders on a specific date in presence of interested qualified bidders. Bidders will be intimated about the Price bid opening date in advance.

17.2 The Company will examine the Priced-bids to determine whether they are complete in all respect, any computational errors have been properly signed, and the bids are generally in order.

17.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price(that is obtained by multiplying unit price and quantity) ,the unit price shall prevail and the total price shall be corrected accordingly. If any bidder does not accept the correction of errors,his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

**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 The bill shall be submitted in triplicate on monthly basis for payment. Payment shall be released within 30 days from the date of receipt of the bill, if found to be in order, after deducting Income Tax or any other statutory deductions as applicable, penalty, liquidated damage etc., if any.
- 26.2 While submitting monthly bills for payment, the contractor shall have to furnish an undertaking to the effect that all statutory provisions have been complied with including payment of minimum wages as per the Minimum Wages Act and deduction of PF and ESI(If applicable). He will also state that in case of any unrest or dispute or claim arising at any point of time due to non- implementation of any law, rules or regulations for the period, the responsibility shall solely be the contractor and they will resolve the dispute

satisfactorily at their cost and risk without any liability on Oil India limited under the Workmen's Compensation Act or any other Act(s) applicable.

**27.0 LIQUIDATED DAMAGES:**

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

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

**( END OF SECTION –I I )**

## **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 the terms and conditions contained in the document entitled **FOR OPERATION AND MAINTENANCE OF THE ELECTRICAL, MECHANICAL, FIRE FIGHTING, WATER SUPPLY AND TELEPHONE SYSTEM ETC. AT OIL'S HISTORIC OFFICE BUILDING – OIL HOUSE, PLOT NO. 19, SECTOR-16A, NOIDA AND MAINTENANCE OF ELECTRICAL, PLUMBING WORKS AND TELEPHONE SYSTEM AT 6<sup>TH</sup> FLOOR, S.B. TOWER, PLOT NO. 1A/1, 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 services described under this contract.

1.5 Here 'Operating Area' means the whole area within the compound of OIL House, Plot no. 19, Sector-16A, Noida & office at SB Tower (6<sup>th</sup> floor), Plot no. 1A/1 at 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 EFFECTIVE DATE AND DURATION OF CONTRACT :**

2.1 The Contract shall become effective as of the date the company notifies the successful bidder(s) that they have been awarded the Contract from and it shall remain in force for a period of two years from the date of

commencement. The Contract may be extended upto another one year at at the option of the Company at the same rates,terms and conditions.

2.2 Subsequent extension of the Contract will be on rates,terms and conditions to be mutually agreed upon between the parties.

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 6 II.

7.0 **LIQUIDATED DAMAGES:**

As defined under para 27.0 of Section 6 II.

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 the law. **Bidders should quote their prices inclusive of all applicable taxes in the Bidding Format for Rates enclosed vide Section-VI** to the Bid document.

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. 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.
- 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 6 201 301  
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 of the Parties being rendered unable wholly or in part by 'Force Majeure' to carry out its obligation required to be performed by them under the agreement when entered into it is agreed that on such party giving notice and full particulars of such 'Force Majeure' in writing or by fax to other party as soon as possible, after the occurrence of the clause relied on then the obligations of the party giving such notice so far as they are affected by such force majeure, shall stand suspended during continuance of any inability so caused but for no longer period and such as far as possible be remedied with all reasonable effort.

16.2 The term 'Force Majeure' as used herein shall mean Acts of God, including but not limited to land slides, lighting, earthquake, fires, storms, floods and washouts, strikes, lock-outs or other industrial blockades, riots, and Govt.Regulations whether of the kind herein enumerated or any other cause, whether of kind herein enumerated or otherwise which are not within the control of the Party claiming suspension of the contract and which renders performance of the contract by the said Party impossible.

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.

**19.0 TERMINATION OF CONTRACT:**

The Company (OIL) reserves the right to terminate the contract, any time during the currency of contract without assigning any reason whatsoever. Such termination will be communicated to the contractor in writing, with one month notice. In the event of termination of the contract, OIL shall pay the contractor for the work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the contract. The valuation of the work done and the materials collected shall be estimated by the Company's Engineer-In-Charge, in the presence of the contractor. The contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if contractor fails to turn up despite reasonable notice which will be binding on the contractor.

**(END OF SECTION -III)**

## **SECTION –IV**

### **SPECIAL CONDITIONS OF CONTRACT**

Oil India Limited intend to enter into a contract with a suitable contractor for the following services:

- a) Operation and Maintenance of the Electrical ,Mechanical, Fire Fighting, Water supply and Telephone systems etc. at OIL House, Plot No.19,Sector 16A,Noida.
- b) Maintenance of Electrical systems, Plumbing works and Telephone systems at 6<sup>th</sup> floor, S.B.Tower, Plot No. 1A/1,Sector-16A,Noida.

#### **1.0 OBLIGATION OF THE CONTRACTOR :**

1.1 The contractor during the execution of the contract shall be the custodian of all electrical, mechanical, water supply, plumbing and fire fighting systems / equipments. He shall, therefore, be responsible for the watch and ward of all equipments along with their operation and day-to-day maintenance etc. Contractor shall take necessary instructions from Engineer-in-charge. Contractor's representative will report to the Engineer-in-charge every morning.

1.2 Contractor will deploy only qualified and experienced personnel for the work and all the jobs will be executed in the best technical manner based on good engineering principles.

1.3 Contractor's personnel must possess valid electrical supervising license, wireman license, ITI training certificate and the requisite experience (Documentary evidence to be produced).

1.4 OIL will check the qualifications and experience certificates of the contract personnel deployed at site.

1.5 The personnel employed by the contractor shall be the sole responsibility and liability of the contractor and also expenses in connection with their employment shall be borne by the contractor. Oil India Ltd shall not bear any responsibility or have liability whatsoever arising out of this contract, including the liability under the Workmen's Compensation Act or any other Act (s) applicable.

1.6 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.

1.7 The contractor will abide by rules, regulations, by-laws and statutes, imposed by the Government and other local authorities etc.

1.8 The payment of wages / salaries / allowances / overtime etc shall be subject to the minimum wage rates notified by the State Govt. from time to time. Payment will be made by 7th day of every month.

1.9 The payment of wages shall be made directly by the contractor to his staff and not through thekedars or any other party or person. No amount shall be deducted from the wages of the workmen by way of commission of any nature whatsoever, except for statutory deductions.

1.10 Any financial liability on account of non-observance/no-compliance of any statutory requirement shall be responsibility of contractor.

1.11 The contractor shall be responsible for maintenance of Registers / records under various labour laws and shall furnish them as and when required.

1.12 The contractor shall keep Oil India Ltd 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.

1.13 The contractor shall be entirely responsible for any mishaps /accident, inside the Oil India Ltd premises, to his worker(s) while performing duty and shall have no claim on Oil India Ltd with respect to any compensation / monetary benefits etc whatsoever. Contractor shall arrange to take necessary insurance policy for the personnel employed by them and third party in respect of risks involved during the course of operation of the contract to the satisfaction of the society and before starting the work.

1.14 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.

1.15 Contractor shall in no case lease/transfer/sublet/appoint caretaker for the services.

1.16 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 India Ltd premises.

1.17 Contractor's personnel shall not indulge in any unlawful activities within the Oil India Ltd premises and not indulge in any other private work other than normal duties.

1.18 The personnel engaged by the contractor shall be subject to security check by the Oil India Ltd'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 him to OIL.

1.19 Contractor shall be fully responsible for theft, burglary, fire or any other mischievous deeds done by their staff.

1.20 Oil India Ltd. reserves the right to terminate the contract any time during the period of the contract without assigning any reasons thereof. Such terminations will be communicated in writing to the contractors and any work affected beyond date of termination of the contract shall not be measured and paid for.

1.21 Coordination with UPPCL will be the responsibility of the contractor for obtaining shut down, attending to fault or for any other job.

1.22 Regular / frequently used consumables and spares (within scope of the contract) will be kept in ready stock by the contractor and in no case supply of power / water will be stopped on this account at any time.

1.23 For execution of any major jobs for any equipment, contractor will provide detail estimate separately from the original manufacturer/supplier. Such job will be executed separately.

1.24 Contractor will provide additional manpower, if required, for execution of any job covered in the contract.

1.25 Disposal of used lube oil used filter etc will be the responsible of the contractor and will take permission from Engineer-in-charge for disposal.

1.26 Contractor will keep proper records of equipments covered under the defect liability period / guarantee period while executing the job and in no case will violate any norms.

1.27 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.

## **2.0 PENALTY:**

A penalty of Rs. 500.00 per hour will be levied on the Contractor per default for non-execution of job after reasonable time. The Contractor will provide suitable substitute/make requisite arrangement in absence of any regular staff provided by them.

## **3.0 TERMINATION OF CONTRACT:**

The Company (OIL) reserves the right to terminate the contract, any time during the currency of contract without assigning any reason whatsoever. Such termination will be communicated to the contractor in writing, with one month notice. In the event of termination of the contract, OIL shall pay the contractor for the work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the contract. The valuation of the work done and the materials collected shall be estimated by the Company's Engineer-In-Charge, in the presence of the contractor. The contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if contractor fails to turn up despite reasonable notice which will be binding on the contractor.

## **4.0 EXPERIENCE & QUALIFICATIONS OF PERSONNEL:**

**Experience and qualifications of personnel engaged by the Contractor will be as follows:**

(a) Supervisor should be Diploma holder in Engineering or have valid electrical supervisory license with minimum 15 years experience of supervising major electrical / mechanical works / fire fighting works. Should be available at site from 9.30 AM to 6.00 PM on all working days except Sundays ( One person).

(b) Electrician should have valid electrical wireman license with five (05) years work experience( Three persons for OIL House & one person for SB Tower).

(c) DG Operator should have diploma in mechanical or five(05)years work experience in maintaining DG sets( Three persons).

(d) Plumber should have five (05) years experience in water supply and plumbing works(One person for OIL House & one person for SB Tower).

( e ) Pump operator should have minimum three(03) years experience in operation of pump(One person).

(f) Helper should have minimum three (03) years experience in electrical / mechanical works ( Three persons).

(g) Telephone technician should have ITI certification or 5(Five) years work experience in telecommunication.(One person for OIL House & one person for SB Tower).

(h) Fireman should have diploma in Fire Engineering. He should have skill in Fire prevention practices, fire protection requirement, maintaining fire pump/sprinkler, periodic testing(One person).

**Note : Bio-data and relevant documentary evidence of qualifications & experience of the intended key persons are to be provided along with the Technical Bid**

#### **5.0 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)**



## **SECTION – V**

### **SCOPE OF WORK**

1.0 Brief description of different systems are as under :

#### **1.1 BRIEF DESCRIPTION OF POWER DISTRIBUTION SYSTEM**

The sanctioned electrical load for the Oil India Limited at Sector-16A, NOIDA is 725 KW, which is supplied by the Uttar Pradesh Power Corporation Limited. There is a 11 KV/415 V Sub-station consisting of an 11 KV switch board (indoor type VCB), two 630 KVA 11KV to 433V step down transformers, LT Panel and emergency distribution boards. HVAC system, Lifts, Fire fighting and Water pump load are fed through individual LT panel. Supply for external lighting, fixtures, fans sockets is taken from sub -distribution board and supply to sub - distribution board is tapped from tap off Boxes on rising mains.

#### **1.2 BRIEF DESCRIPTION OF BACK UP EMERGENCY POWER SUPPLY SYSTEM**

The total load for the building is fed by two 500 KVA DG sets. This is supplemented by one 125KVA DG set. The complete operations of these DG sets are atomized through Electric Logic Relay system. The DG set consists of AMF (Auto Mains Failure) panel for auto/manual operation. When the mains voltage fails, the DG set start automatically with the help of the Electric Logic Relay system. Similarly when the supply is restored, the DG set automatically gets switched off and the respective breakers are tripped and closed automatically through the Electric Logic Relay system. Besides auto operation, the DG set can also be operated on manual and test modes. All the necessary protections for DG sets are provided in the AMF panel.

#### **1.3 BRIEF DESCRIPTION OF WATER SUPPLY SYSTEM**

The OIL House complex is fed by regular supply connection from the NOIDA authority. Underground tanks will store - fire service water, raw water, domestic water and soft water. Raw water is treated through filters for domestic use and filtered water is further treated through Reverse Osmosis process for drinking and kitchen use. Filtered domestic water is used for toilets and further treated in softening plant for use in AC plant and cooling towers. There is provision for cleaning of filters, chemical dosing in both softening and RO plant, checking of PH value for maintaining quality of water.

### **2.0 SCOPE OF WORK AT OIL HOUSE**

Operation and Maintenance of the Electrical, Mechanical, Fire fighting and Water supply systems including maintenance of the Telephone lines at the OIL House, sector 16A, NOIDA includes the following scope of work.

2.1 To provide services for operation and day-to-day maintenance of all equipments related to electrical, mechanical, fire fighting, water supply and plumbing systems, inclusive of equipments, for 24 hours per day, 365 days a year inclusive of Sundays and holidays. Beside others, the main scope of works will include the follows :

- To check electrical connections and tightening of loose connections, if required.
- To check earth pits, Earthling connection of equipments, watering of earth pits etc. testing of earth resistance with Earth Megger.
- Lubrication of breaker operating mechanism as per 'Manufacturer' instructions.
- To check electrical contacts, switches, overloading relay for any overheating and replacement of faulty components.

- To check lighting system and replacement of faulty tubes chokes, starters, holders, faulty plug points, switches, RCCB, MCB, ELCB and Isolator etc.
- Replacement whenever required of ceiling fans, pedestal fans, exhaust fans, regulators, switches etc.
- To check and repair oil leakage and replacement of breaker with new whenever required.
- To check NI-cd battery bank and checking dielectric strength electrolyte.
- To supply fluorescent lamps, tube light and other type of complete light fixtures, bulbs, copper choke etc if instructed by the Engineer-in-charge. MRP value will be reimbursed on submission of documentary evidence of any replacement of parts with new parts to the satisfaction of OIL. Replacement of any part will be as per the instruction of OIL's authorised personnel only. Proof of MRP is to be provided to OIL which will be reimbursed, if found undisputed.
- To clean all the panels at least once a week and the lights / fan fixtures as and when required.
- Will be responsible for keeping all the plumbing systems in good working condition.
- Will attend to and execute all routine/break down maintenance of source water tube well, water treatment plant, RO plant, including all jobs related to water supply and sanitation.
- Will maintain all LT, HT panel, transformer, all pumps related to water supply and fire service in perfectly good working conditions.
- Will keep all equipments related to fire protection and fire fighting system in good health. The pumps will be started at regular interval.
- To operate iron removal filters, chemical dosing, salt dosing for water softening plant, RO plant and to maintain water levels and quality of water, at the desired levels.
- Maintain Logbook for the equipments. Acknowledge of all alarms and corrective action to locate and rectify faults.

2.2 Check any complaint for non-functional lights, fans, switches sub - distribution boards or any other electrical installation noted in the complaint book. If the complaint is of major nature, he shall bring the same to the notice of Engineer-in-charge.

2.3 Electrical Break down Maintenance will in addition, broadly cover the following -

- a) Maintenance of HT (VCB) & LT Switchgear including check for malfunctioning and rectification of fault. Contractor shall be responsible for replacement of burnt / faulty switchgear components (on chargeable basis). They may engage the authorized service agent of the manufacturer of the HT / LT switchgear for such type of rectification work. The transformers will also be periodically inspected.
- b) Supply of all hardware e.g. nuts, bolts, washers, PVC insulated copper wire of 2.5 mm<sup>2</sup> used in control wiring during the maintenance shall be borne by the contractor.
- c) Supply of all consumable e.g. cotton waste, cleaning brush, petroleum jelly and grease, cloth insulation tapes will be borne by the contractor.
- d) To carry out operation and maintenance of two numbers 500 KVA, one number 125 KVA DG set. The scope of work also includes supply of tools and materials such as waste cotton, distilled water, checking oil levels, running the engine, proper maintenance of log book, operation of switch board / AMF panel and routine maintenance such

as replacement of lubricating oil, filters, fillings / topping of water in the radiator, checking of batteries, self starter, cleaning of air filter etc.

e) To clean and check the male and female contact points replacement of rubber parts of the VCBs.

f) Checking of charging, closing and tripping mechanism mechanically, checking of closing and tripping electrically, cleaning of bus-bars, jumpers and insulators with white petrol, checking tightness of contacts, wiring of heaters and other requirements as specified by the manufacturer. Supply of sundry items like CTC, sealing rubber set, split pin, O-ring, oil drain plug, dhori, grease etc. shall be within the contractor's scope.

g) The contractor shall do checking of protection wiring, current transformer, alarm system etc by primary current injection.

h) Fireman is to create awareness on fire prevention practices. Identify fire hazardous, causes of fire, recommend appropriate actions. Take up tasks of planning conformance to fire protection requirement.

### **3.0 SCOPE OF WORK AT S. B. TOWER(6<sup>th</sup> floor) :**

Maintenance of the Electrical system, Plumbing works and Telephone lines at the office premises at S.B Tower (6<sup>th</sup> floor), Plot no. 1A/1, Sector -16A, Noida includes the following :

3.1 To provide services for day-to-day maintenance of electrical, plumbing works & telephone systems for 8 hours per day, exclusive of Sundays. Beside others, the main points will include as follows.

- To check electrical connections and tightening of loose connections, if required.
- To check electrical contacts, switches, overloading relay for any overheating and replacement of faulty components.
- To check lighting system and replacement of faulty tubes chokes, starters, holders, faulty plug points, switches, RCCB, MCB, ELCB and Isolator etc.
- Replacement of ceiling fans, pedestal fans, exhaust fans, regulators, switches etc. whenever required.
- To check NI-cd battery bank and checking dielectric strength electrolyte.
- To supply fluorescent lamps, tube light and other type of complete light fixtures, bulbs, copper choke etc if instructed by the Engineer-in-charge.
- To clean all the panels at least once a week and the lights / fan fixtures as and when required.
- Will be responsible for keeping all the plumbing systems in good working condition.

3.2 Check any complaint for non-functional lights, fans, switches sub - distribution boards or any other electrical installation noted in the complaint book. If the complaint is of major nature, he shall bring the same to the notice of Engineer-in-charge.

4.0 Contractors shall arrange the following tools / items required for maintenance. Oil India Limited, will not be responsible for supply of any of these items -

- (a) Tools and tackles like meggers, multimeter, screwdriver set, spanners, pliers and tang tester etc.
- (b) Ladder upto 12 metre height.
- (c) Blower
- (d) Earth megger.
- (e) All tools related to plumbing works
- (f) All safety gadgetsears, safety wears etc related to jobs covered within the contract.

5.0 Contractor will have to arrange all routine and break down maintenance like 300 hrs, 1500 hrs, and seasonal maintenance done through the original manufacturer / supplier - DG sets through M/s Cummins India / Jacksons, Alternator through Stand fort, water treatment plant through Ion Exchange India or through their authorize representative / original supplier etc.

6.0 Contractor will carry out the entire liaison job with Government and other authorities such as UP Power Corporation Ltd, NOIDA authority and other agencies for execution of various jobs and its smooth running.

7.0 All maintenance works, other than the minor routine job, of all the equipments related to electrical, water supply, fire fighting etc will have to be executed through the original manufacturer / supplier of the equipments with due approval of Engineer-in-charge.

8.0 OIL reserves the right to execute any or all jobs as per requirement.

9.0 OIL reserve to right to recover the cost of any part (s) of equipment, if damage by the contractor's personnel due to negligence.

#### 10.0 CONSUMABLES

Oil India Ltd will supply the following consumables.

- a) Diesel for the Generator set
- b) Lube oil
- c) Transformer oil
- d) Chlorination, micron cartridge, ph correction chemical, RO membrane cleaning chemical for the water treatment plant.
- e) Commercial salt for softener in water treatment plant
- f) Antiscalent for water treatment plant.

Besides the aforesaid items, all other consumables required for successful operation of the systems / equipments, as stated in the scope of services, will be supplied by the contractor.

**(END OF SECTION – V)**

## SECTION – VI

### **BIDDING FORMAT FOR RATES**

| Sl. No. | Description of service   | Quantity | UoM  | Unit Rate (Rs.) | Total for 2 (Two) years (Rs.) |
|---------|--|----------|------|-----------------|-------------------------------|
| 1       | Operation and day to day maintenance of the complete electrical system including sub-station work at the OIL House, Sector-16A, Noida for 24 hours a day, all days of the month, inclusive of Sundays and Holidays.                | 24.00    | MON. |                 |                               |
| 2       | Operation and day to day maintenance of complete water supply system including plumbing works, Fire Fighting system at the OIL House, Sector - 16A, Noida for 24 Hours a day, all days a month, inclusive of Sundays and Holidays. | 24.00    | MON. |                 |                               |
| 3       | Operation and day to day maintenance of Telephone system.  | 24.00    | MON. |                 |                               |
| 4       | Supply of Skilled man power as and when required. This provision is kept for handling equipments etc. for execution of any job covered in the contract.  | 120.00   | MD.  |                 |                               |
| 5       | Supply of Unskilled man power as and when required. This provision is kept for handling equipments etc. for execution of any job covered in the contract.  | 120.00   | MD.  |                 |                               |
| 6       | Maintenance of the complete electrical system at S. B. Tower, Sector-16A, Noida for 8 hours a day, all days of the month, exclusive of Sundays.  | 24.00    | MON  |                 |                               |
| 7       | Maintenance of the complete plumbing system at S. B. Tower, Sector-16A, Noida for 8 hours a day, all days of the month, exclusive of Sundays.  | 24.00    | MON  |                 |                               |
| 8       | Maintenance of the complete telephone lines at S. B. Tower, Sector-16A, Noida for 8 hours a day, all days of the month, exclusive of Sundays.  | 24.00    | MON  |                 |                               |
| 9       | The spare parts/Consumables will be provided by the contractor as and when required, which will be reimbursed at MRP against documentary evidence. The items are as per OIL House.   | 24.00    | AU   |                 |                               |

**Notes :**

a) The quoted rates will remain firm and free from any escalation during the entire period of the contract. It will be inclusive of all taxes, duties including works contract tax in the state of U.P. Form-C and any other tax concession form will not be issued to the contractor.

b)Supply of spare parts/items :

- i) Contractor shall have to provide spare parts as and when required basis. Contractor will procure the materials from the authorised dealers / distributors only. Reimbursement for spare parts will be made on MRP only.
- ii) Proof of MRP is to be provided and the same will be reimbursed by OIL, if found undisputed.
- iii) The Contractor will have to provide documentary evidence of any replacement of parts with new parts to the satisfaction of OIL. Any replacement of parts will be as per the instructions of authorized personnel of OIL.
- iv) Various spares/consumables that may be required are as under:

1. Electronic Timer Type AIDI (0-30 sec.) Coil-220V, EAPL make
2. Overload Relay, 2.5A - 4.0 A, TC make
3. Overload Relay MN series , 3-5 A, L&T make
4. Contactor (Type - JIS.C-453, coil volt-220, Schneider make
5. Capacitor 15 MFD, EPCOS make (Seimens)
6. Double pole MCB Box
7. Contactor Type MN 00, coil volt-220, L&T make
8. 70 watt sodium lamp, type ES . SONE, Philips
9. 11 watt choke copper
10. 36 watt CFL 4 pin, OSRAM
11. 36 watt choke, copper, OSRAM
12. Single phase preventor
13. Indicator bulb 220 volt, Teknic make, LED type 2LHER
14. Off push botton, red colour, tecknic make, dia-222.5mm
15. On push botton, green colour, Teknic make
16. voltmeter 0-500V, 4" x 4" AE make
17. Ammeter 0 0 100A
18. 18 Watt CFL 4 pin, philips make
19. 11 watt CFL 2 pin, Philips make
20. 18 watt CFL 2 pin, philips make
21. 9 watt CFL 2 pin, philips make
22. 18 watt choke, copper, PLC type, philips make
23. 36 watt choke electronics (Sumo) philips make
24. 2 x 36 watt electronics GE make
25. Starter 40 watt 220 v, philips, Crompton
26. Starter 110v, philips, crompton
27. Tube light TL-86, philips
28. 100 watt clear lamp, philips
29. 60 watt clear lamp, philips
30. 5 Amp switch, MK make
31. 5 A socket, MK make
32. 15A switch, MK make
33. 15 A socket, MK make
34. 5 A top plug, Anchor
35. 15 A top plug, Anchor
36. Capacitor 2.5mfd/3.15mfd Seimens)
37. 25 KVAR shunt capacitor
38. Multiplug 3 pin round, Anchor
39. 5/15A switch socket combined with box, Anchor
40. Battery clamp, Any make
41. Petroleum jelly, Any make
42. 32A MCB double pole, Legrand,
43. Auxillary contact, block type MNX. 2No+2NC, L&T make
44. Aviation lamp, Any make.

**(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 provision of House keeping Services (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 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 (í í .) 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 CONTRACT

THIS AGREEMENT 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 Techno-Commercial Bid.

1.1 The bidder shall have experience in executing SIMILAR nature of job in PSUs/Central Govt./State Govt. Organisations or Enterprises during the last 7(seven) years ending 30.09.2014, of value either of the following :

i. Three similar completed works each costing not less than Rs 28.60 lakhs.

OR

ii. Two similar completed works each costing not less than Rs 35.75 lakhs.

OR

iii. One similar completed work costing not less than Rs 57.20 lakhs.

#### **Note :**

a)SIMILAR WORKS : Similar nature of work means operations and maintenance of Electrical, Mechanical, Fire Fighting and Water Supply systems including maintenance of telephone lines.

b) For proof of requisite experience, bidder should submit the following documents along with their Technical Bids :

i) Photocopy of Contract documents or Work Order documents showing details of work.

ii) Completion certificate issued by PSUs/Central Govt./State Govt. Organisations or Enterprises showing :

- Nature of job done and Contract no. / Work Order no.
- Gross value of job done .
- Contract Period and Date of Completion.

c) Bidders who have executed similar works of requisite value in Oil India Limited and have completed the same as on 30.09.2014 should furnish only copy of the contract/work order.

1.2 The Average Annual Financial Turnover as per Audited Annual Reports of the bidders for the last three accounting years prior to the current accounting year should be at least Rs. 21.45 lakh.

#### **Note :**

a) For proof of Average Annual Turnover, attested copies of the following documents must be submitted along with the bid:

i) A certificate issued by a practicing Chartered Accountant/ Cost Accountant firm, certifying the Annual Turnovers and Nature of business which should be duly signed & sealed and with membership no.

OR

ii) Audited Balance Sheet and Profit and Loss account for the last three accounting years.

1.3 The bidder shall submit copy of PAN card, Bank Account number, VAT Registration no., Provident Fund code number (Direct code)/or a declaration by the applicant that provisions of Provident Fund act is not applicable to them ( Documentary evidence to be enclosed).

1.4 Bids must be valid for a minimum period of 120 days from the scheduled Bid Closing date. Bids with inadequate validity will be rejected.

1.5 Bidder shall furnish "Bid Security" for the amount as specified in the Tender document and should be submitted along with the Technical Bid. Any bid not accompanied by Bid Security along with the Technical Bid will be rejected. Bid Security should be submitted as per requirement of tender. Otherwise Bid will be rejected.

1.6 Bid Security ,if furnished in the form of Bank Guarantee ,then the Bank Guarantee must be valid for a period of 150 days from the scheduled Bid Closing date.

1.7 The bidder must carry out the job under the supervision of academically qualified technical person. The successful bidder will deploy only qualified and experienced personnel for the work and all the jobs will be executed in the best technical manner based on good engineering principles. Engaged personnel must possess valid electrical supervising license, wireman license, ITI training certificate and the requisite experience (Documentary evidence to be produced).

1.8 The key manpower to be engaged by the successful bidder should be as per the qualifications and experience mentioned in the clause no. 4.0 of the Special Conditions ( under Section-IV) of bid document. Bio-data and relevant documentary evidence of qualifications & experience of the intended key persons are to be provided along with the Technical Bid. Technical Bids received without the aforesaid documents will be rejected.

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

1.10 Any bid received by the company after the deadline for submission of bids (Bid Closing date) prescribed in the tender will be rejected.

1.11 There must be no exception to the following Clauses of Terms & Conditions of tender including sub-clauses, as applicable, otherwise the Bid will be rejected :

- |                                       |                      |
|---------------------------------------|----------------------|
| - Performance Security Deposit Clause | - Termination Clause |
| - Tax Liability Clause                | - Arbitration Clause |
| - Force Majeure Clause                | - Liability Clause   |
| - Liquidated Damage Clause            | - Penalty Clause.    |

1.12 No deviations or exception will be accepted in the clauses covered under BRC/BEC.

1.13 Unsolicited Bids will be rejected straight away.

1.14 **Integrity Pact** : OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide PROFORMA 6II of the tender document. The scanned copy of the Integrity Pact Proforma must be submitted/uploaded by the Bidder (along with their Techno-Commercial Bid) duly signed on each page by the same signatory who signs the bid digitally. Each page of this Integrity Pact Proforma has been duly signed by OIL's competent signatory. Any bid, not accompanied by Integrity Pact Proforma duly signed by the bidder shall be rejected straightway. All pages of the Integrity Pact to be signed by the bidder's authorized signatory who sign the bid.

1.15 Bidders have to submit their offer in Single Stage Two Bid System , otherwise the offer will be rejected.

1.16 Offers received in any form, other than through OIL's e-portal will be rejected.

1.17 The bidder must fill rates against each of the services i.e against all the items provided in the Price Bid format ( Section-VI) & must upload the same in the e-portal. Bids received without any rates against any of the services of the Bidding format will be rejected.

1.18 Bid containing a false statement shall be rejected.

**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)**

The bids conforming to the Scope of Work, Terms and Conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria described hereunder.

- 2.1 Bids will be technically evaluated as per the requirements of the tender. The bid should meet the requirements and specifications of 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 In the event of computational error between unit price and total price , unit price shall prevail and adopted for evaluation.
- 2.4 Similarly, in the event of discrepancy between words and the quoted figures, words will prevail.
- 2.5 Any additional information, terms or conditions included in the online Price-Bid will not be considered by OIL for evaluating of the tender.

**PROFORMA-I**

**STATEMENT OF COMPLIANCE**

(Only exceptions/deviations to be rendered)

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

(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.

## **PROFORMA-II**

### **INTEGRITY PACT**

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The Bidder/Contractor"

#### **Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for -----  
------. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **Section: 1 -Commitments of the Principal**

**(1)** The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

**(2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

#### **Section: 2 -Commitments of the Bidder/Contractor**

**(1)** The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which h e/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 -Disqualification from tender process and exclusion from future Contracts**

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

### **Section 4 -Compensation for Damages**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 -Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section: 6 -Equal treatment of all Bidders/Contractor/Subcontractors**

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section: 7 -Criminal charges against violating Bidders/Contractors/ Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

#### **Section: 8 -External Independent Monitor/Monitors**

(three in number depending on the size of the contract)

(to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3.The Contractor accepts that the Monitor has the right to access without restriction to all Project



documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

#### **Section:9 -Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

#### **Section:10 -Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

2.Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3.If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....  
**For the Principal**

.....  
**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

Place. NOIDA.  
Date í í í í í

**(END OF SECTION - X)**

## APPENDIX- III

### 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 Script 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.

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