

**OIL INDIA LIMITED**  
**(A Government of India Enterprise)**  
**P.O. Duliajan, Pin – 786602**  
**Dist-Dibrugarh, Assam**

**INVITATION FOR BID**  
**DOMESTIC COMPETITIVE BIDDING**

OIL INDIA LIMITED (OIL) invites Bids through its E-Procurement Portal “**<https://etender.srm.oilindia.in/irj/portal>**” against **IFB No. CDI8262P16** for “Hiring of Services for Remote Support Service Contract for OIL Email Service”. The details of IFB and procedures for applying & participation can be viewed using “Guest Login” provided in the E-Procurement portal and also in OIL’s web site **[www.oil-india.com](http://www.oil-india.com)**. The link to OIL’s E-Procurement portal has also been provided through OIL’s web site. All corrigenda, addenda, amendments, time extension, clarifications etc. to the tenders will be hosted on the website and in the e-tender portal only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.

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

OIL INDIA LIMITED invites ON-LINE BIDS from eligible Bidders/Firms for the following mentioned works/services under **SINGLE STAGE – 2 BID Systems** through its e-Procurement portal [“https://etender.srm.oilindia.in/irj/portal”](https://etender.srm.oilindia.in/irj/portal) for the following services:

**DESCRIPTION OF WORK / SERVICE:**

Remote Support Service Contract for OIL Email Service in Oil India Limited

**IFB NO :** CDI8262P16

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

**LOCATION:** The work shall be carried out at the Data Centre, IT Department Oil India Limited (OIL's Field Head Quarters), Duliajan, Assam 786602.

**CONTRACT PERIOD:** 1(One) Year.

**BID CLOSING/ OPENING DATE & TIME:** 20.10.2015 (11:00HRS/14:00 HRS)

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

**Bid Opening Place :** Office of the Head-Contracts  
Oil India Limited  
Duliajan – 786602, Assam

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

**BID SECURITY AMOUNT:** Rs.4200.00 (Rupees Four Thousand Two Hundred Only)

**AMOUNT OF PERFORMANCE SECURITY:** 2.5% of total Contract Value

a) Bid Security deposited vide Demand Draft/Banker Cheque /Bank Guarantee No.\_\_\_\_\_dated\_\_\_\_\_ of\_\_\_\_\_

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

b) Bidders to confirm that in the event of award of Contract, bidder will submit **Performance Security Deposit @ 2.5% of total contract price and this will not earn any interest.**

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

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

All bidders shall deposit the requisite **BID SECURITY in the form of Demand Draft/Banker's Cheque/Bank Guarantee (should be valid for minimum 210 days from the date of opening of Technical Bid) from a Nationalised Bank / Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN** or it can be paid through the online payment Gateway against this Tender. This BID SECURITY shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6(a), 14, 15 & 16 below. **Bids without BID SECURITY in the manner specified above will be summarily rejected** except those are exempted.

Exemption from submission of bid security: "Central Govt. offices, Central Public Sector undertakings and firms registered with NSIC /Directorate of Industries are exempted from submitting Bid Security. However the firms registered with NSIC /Directorate of Industries shall have to submit evidence that they have a current and valid registration for the service they intend to bid including the prescribed monetary limit."

**3.0 Bid should be submitted online up to 11:00 AM (IST) (OIL's e-procurement Portal Server Time) on the date as mentioned and will be opened on the same day at 02:00 PM (IST) at Office of the Head-Contracts in presence of authorized representative of the bidder.**

**4.0 The rates shall be quoted as specified in the "PRICE BID FORMAT" and to be uploaded in attachment under Notes & Attachments tab.**

The bid and all uploaded documents must be Digitally signed using **“Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)]** as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

**Digital Signature Certificates having “Organization Name” field as “Personal” are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are acceptable.**

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

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

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

5.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their BID SECURITY in full and debarred from participation in future tenders, at the sole discretion of the company.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

7.0 Conditional bids are liable to be rejected at the discretion of the Company.

8.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced bid documents.

8.1 In case of Sole Proprietorship Firm, Copies of Telephone (Landline Bill)/ Electricity/ PAN Card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.

8.2 In case of HUF, Copies of Telephone (Landline Bill)/ Electricity/ PAN Card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.

8.3 In case of Partnership Firm, Copies of Telephone (Landline Bill)/ Electricity/ PAN Card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.

8.4 In case of Co-Operative Societies, Copies of Telephone (Landline Bill)/ Electricity/ PAN Card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.

8.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone (Landline Bill)/ Electricity/ PAN Card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.

8.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone (Landline Bill)/ Electricity/ PAN Card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.

8.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone (Landline Bill)/ Electricity/ PAN Card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the State, Trust Deed and copies Service Tax and Central Excise Registration Certificate.

9.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L's Standard Form of Contract.

10.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidated damages and / or penalty from the Contractor as per terms of the tender /contract.

11.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

12.0 The **successful bidder shall furnish a Performance Security Deposit in the form of Demand Draft / Banker's Cheque / Bank Guarantee as specified above before signing the formal contract.** The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Performance Security Money shall not earn any interest.

13.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security shall be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

14.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or Performance Security is not submitted as per terms of the Contract within the stipulated time, Bid Security shall be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.

15.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security/ Performance Security shall be forfeited and the bidder / the party/ the contractor shall be debarred for a period of three (03) years from the date of detection of such fraudulent act, besides legal action.

16.0 **The Tender will be governed by:**

**Forwarding Letter**

**Instruction to Bidders**

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

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

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

**Part - III - Special Conditions of Contract (SCC)**

**Part - IV - Schedule of company's Plants, Materials & Equipment**

**(Not Applicable for this IFB)**

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

**Part- VI - Integrity Pact (Not Applicable for this IFB)**

**Proforma and Annexures**

### **18.0 SPECIAL NOTE:**

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

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

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

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

**19.0 The Tender is invited under SINGLE STAGE 2 - BID SYSTEMS.** The bidder has to submit the "Un-Priced Techno-Commercial" and "Price-Bid" through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal. **The Technical Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender are to be uploaded**

**under Technical RFx Tab.** The Price Bid rates shall to be quoted as specified in the “PRICE BID FORMAT” and to be attached as attachment under the Notes & attachment tab. **The price quoted in the “PRICE BID FORMAT” will only be considered for evaluation.**

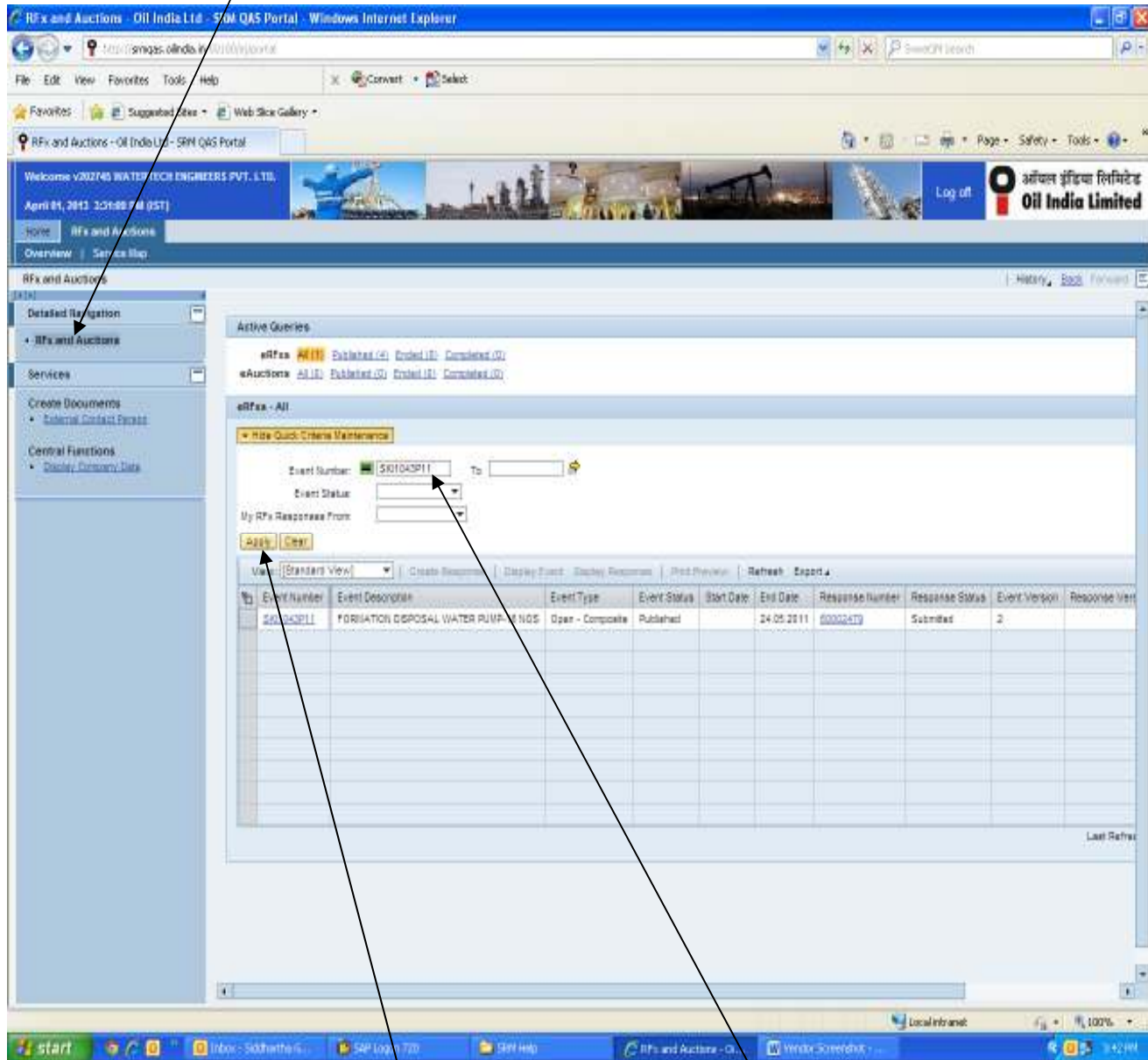
**Please note that no price details should be uploaded under Technical RFx. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment under Notes & Attachment Tab. Offer not complying with above submission procedure will be rejected.**



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

1.

Select RfX and Auction Tab



2.

3.

Please enter the IFB No. here & Click Apply Tab

## **FORWARDING LETTER**

**E-TENDER NO: CDI8262P16**

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

The screenshot displays the 'Display RFx' page in a web browser. The page title is 'RFx - DIT India Ltd - SRM QAS Portal - Windows Internet Explorer'. The main content area shows RFx details for SDO715SP13. The RFx Name is 'SDO RFx Open Competitive Bid BOT', RFx Status is 'Published', RFx Start Date is '12/04/2013 11:00:00 INDIA', Submission Deadline is '12/04/2013 11:00:00 INDIA', and Remaining Time is '10 Days 18:25:18'. The RFx Owner is 'R. Anu Bhargava' and RFx Version Number is '2'. The RFx Version Type is 'Active Version'. The page has tabs for 'RFx Information', 'Items', 'Notes and Attachments', 'RFx Parameters', 'Questions', 'Note and Attachments', and 'Conditions'. The 'RFx Information' tab is selected, showing various parameters: Time Zone: INDIA, Start Date: 12/04/2013 00:00:00, Submission Deadline: 12/04/2013 11:00:00, Opening Date: 12/04/2013 14:00:00, Currency: INR, Price Bid Opening Date: 11/00:00, Pre-Bid Conference Time: 08:00:00, Pre-Bid Conference Date: 11/00:00, Last Time of Tender Fee Payment: 12/04/2013 11:00:00, Last Date of Tender Fee Payment: 12/04/2013 11:00:00, Last Time to receive RBC queries: 08:00:00, Last Date to receive RBC queries: 12/04/2013 11:00:00, Contract Details: AJS, Contract Details: AJS 1, Earnest Money Deposit - USD: 12,500.00, Earnest Money Deposit - INR: 8,000,000.00. The 'Partners and Delivery Information' section shows a table with columns: Function, Number, Name, and Phone Number. The table has four rows: Requester, Goods Recipient, Ship-To Address, and Location. The Name column contains 'Ext req transfer user SERVICE\_R3', 'Ext req transfer user SERVICE\_R3', 'Assan- Services', and 'Assan- Services' respectively. The Phone Number column contains '2000414' and '2000414' for the last two rows.

Function	Number	Name	Phone Number
Requester		Ext req transfer user SERVICE_R3	
Goods Recipient		Ext req transfer user SERVICE_R3	
Ship-To Address		Assan- Services	2000414
Location		Assan- Services	2000414

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

## **HEAD-CONTRACTS**

## **INSTRUCTIONS TO BIDDERS**

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

### **2.0 BIDDING DOCUMENTS**

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

- a) A forwarding letter highlighting the following points
  - (i) Company's IFB No.
  - (ii) Bid closing date and time
  - (iii) Bid opening date, time and place
  - (iv) Bid submission place
  - (v) Bid opening place
  - (vi) The amount of Bid Security
  - (vii) The amount of Performance Guarantee
  - (viii) Quantum of liquidated damages for default in timely mobilizations
- b) Instructions to Bidders
- c) General Conditions of Contract (**Part-I**)
- d) Schedule of Work, Unit, Quantities, Rates and Prices (**Part-II-SOQ**)
- e) Special Conditions of Contract (**Part-III-SCC**)
- f) Schedule of company's Plants, Materials and Equipment (**Part-IV**) –  
Not Applicable for this IFB
- g) Safety Measures (**Part-V-SM**)
- h) ~~Integrity Pact~~ – Not Applicable for this IFB
- i) Price Bid Format
- j) BRC/BEC
- k) (**Proforma & Annexures**).

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

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

3.1 Bid Documents are non-transferable. Bid can be submitted only in

the name of the bidder in whose name the Bid Document has been issued.

3.2 Unsolicited offers will not be considered and will be rejected straightway.

#### **4.0 AMENDMENT OF BIDDING DOCUMENTS :**

4.1 At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of an Addendum.

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

#### **5.0 PREPARATION OF BIDS :**

5.1 LANGUAGE OF BIDS: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English translated version, which shall govern for the purpose of bid interpretation.

5.2 DOCUMENTS COMPRISING THE BID: The complete bid should be submitted on-line in the e-portal.

#### **6.0 BID FORM:**

6.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished as attachment in the e-portal. Bid form to be uploaded with Technical Bid.

#### **7.0 BID PRICE:**

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

7.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and will not be subjected to variation on any account.

**7.3 Since the tender is invited under SINGLE STAGE 2-BID SYSTEMS and such no price details should be uploaded/mentioned under Technical RfX Tab. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment header under the notes and attachment tab. Offer not complying with above submission procedure will be rejected. Kindly refer the screen shots below.**

Click on this tab to upload Price Bid

Response

**Edit RfX Response:**

Submit Read Only Print Preview Check Technical RfX Response Close Save Delete Verify signature Sign Response

RfX Response Number: 60885122 RfX Number: 577 Status: Saved Submission Deadline: 06/03/2013 09:00:00 INDIA Opening Date: 06/03/2013 09:00:00 INDIA Remaining Time: 0 Days 03:19:10  
RfX Owner: WSRM\_31007 Total Value: 0.00 BIR RfX Response Version Number: Active Version RfX Version Number: 2

**RfX Information** Item Notes and Attachments Conditions Summary Tracing

Basic Data Questions

Question	Reply	Comment
exclusive Test:	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="text" value="yes"/>
HAVE YOU SUBMITTED THE ORIGINAL BID BOND:	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="text" value="yes"/>
INDICATED IAC IS INCLUDED IN THE FOR PRICE:	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="text" value="yes"/>
FROM OCEAN FREIGHT: <input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="text" value="yes"/>
HAVE YOU MENTIONED THE TM CHARGE: <input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="text" value="yes"/>
HAVE YOU INDICATED THE TOLERANCE OF QUANTITY: <input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="text" value="yes"/>
HAVE YOU INDICATED HANDLING CHARGE FOR RAIL DESPATCH:	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="text" value="yes"/>
HANDLING CHARGE INCASE OF INDIAN BIDDER: 2888	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="text" value="yes"/>
HAVE YOU SUBMITTED THE SAMPLE:	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="text" value="yes"/>
HAVE YOU ATTACHED PRICE SCHEDULE AS PER THE BIC (COMMERCIAL): <input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="text" value="yes"/>
HAVE YOU QUOTED THE PRICES WITH ALL LIABILITIES INCLUDING STATUTORY LIABILITIES: <input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="text" value="yes"/>

Page: 9 of 9 Words: 1 English India

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

Bidders can insert comments here

RFx and Auctions - Oil India Ltd e-Procurement System - Microsoft Internet Explorer

RFx and Auctions | History | Back | Forward

**Display RFx Response:**

Edit | Print Preview | Check | Close | Verify signature of Response | Sign Response

RFx Response Number: 80006427    RFx Number:    Status: Saved    Submission Deadline: 28.03.2013 11:00:00 INDIA  
Opening Date: 07.03.2013 14:00:00 INDIA    Remaining Time: 2 Days 01:41:02    RFx Owner:    Total Value: 0.00 INR  
RFx Response Version Number: Active Version    RFx Version Number: 6

RFx Information | **Items** | **Notes and Attachments** | Summary | Tracking

**Notes**

Add | Close    Filter Settings

Assigned To	Category	Text Preview
Document Header	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	

**Attachments**

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

Assigned To	Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
Document Header	Standard Attachment	PRICE BID	PRICE BIDDING FORMAT	05	1		05	32		03.03.2013

Grant | Assign | Delete

Collaboration Room    Created on

1

2

Price Bid Format to be attached here after digitally signing the attachment



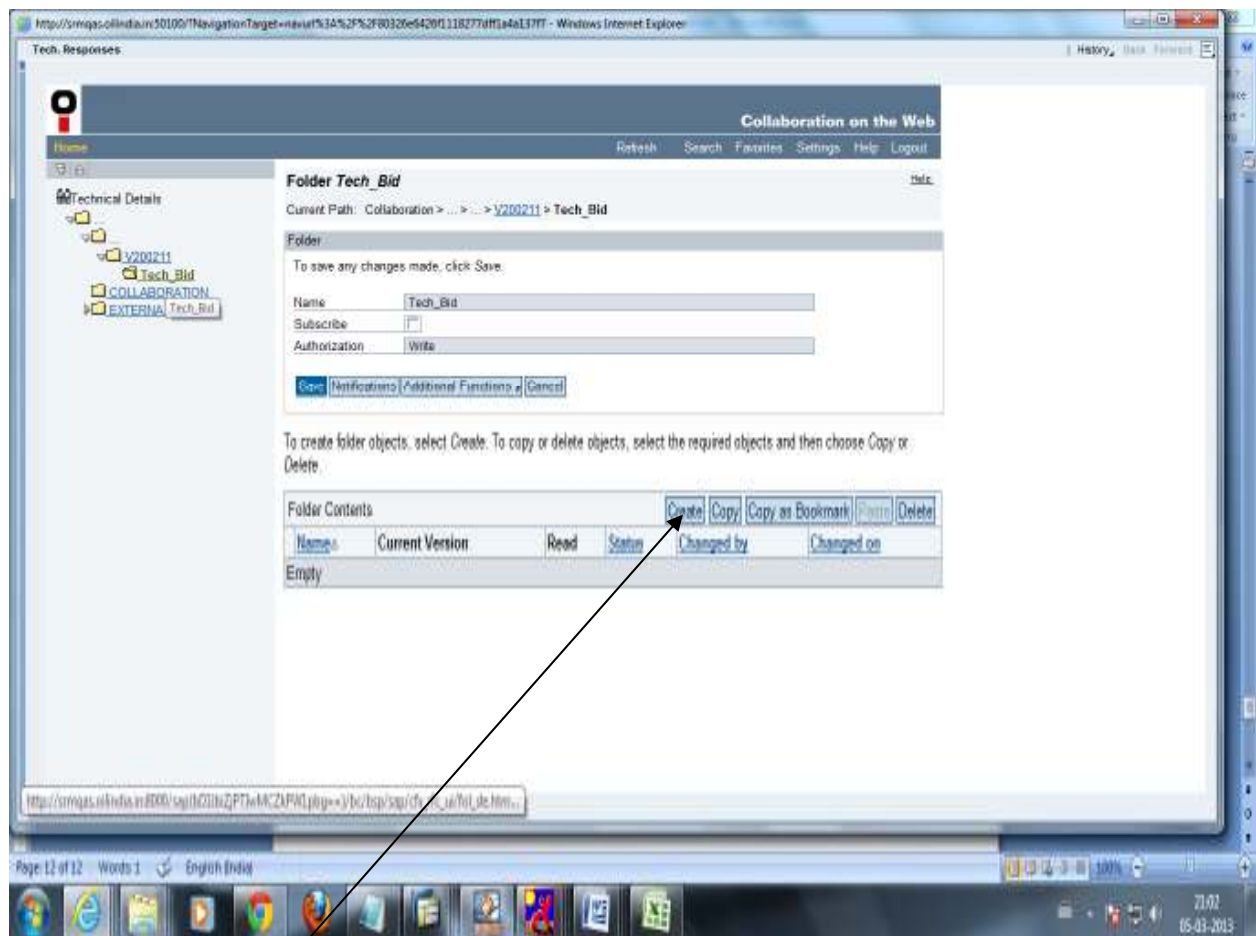
**Create Technical Rfx response (Creating Technical Rfx response is mandatory)**

To create Technical Rfx response click on [Technical Rfx Response](#) , at the top of the Response.(Refer screen shot on Page no:3)

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







Click on button **Create** to create and upload new document.

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

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

8.1 These are as per BEC/BRC

## **9.0 PERIOD OF VALIDITY OF BIDS:**

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

9.2 In exceptional circumstances, the OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the

response thereto shall be made in writing (or by Fax). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

**10.0 FORMAT AND SIGNING OF BID:**

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

**11.0 SUBMISSION OF BIDS.**

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

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

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

11.2 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

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

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

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

**12.0 DEADLINE FOR SUBMISSION OF BIDS:**

12.1 Bids should be submitted on-line up to 11.00 AM(IST)(Server Time) on the Bid Closing date mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.

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

12.3 The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid Closing Date & Time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

**13.0 LATE BIDS:**

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

**14.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

14.1 Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.

14.2 No bid can be modified / withdrawn subsequent to the deadline for submission of bids.

14.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

**15.0 EXTENSION OF BID SUBMISSION DATE :**

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

**16.0 BID OPENING AND EVALUATION:**

16.1 OIL shall open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization letter (as per Performa-I) from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend. **In technical bid opening date, only Technical RFx will be allowed to open by the system.** Bidders therefore should ensure that techno-Commercial bid is uploaded under the **Technical RFx** Tab Page only **and no price should be mentioned anywhere under the Technical RFx.**

16.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

16.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 14.0 shall not be opened. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

16.4 Bid opening shall be done as detailed in clauses 16.1 and 16.2 above.

16.5 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 16.3

16.6 To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

16.7 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

16.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

16.9 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

## **17.0 EVALUATION AND COMPARISON OF BIDS :**

17.1 The OIL will evaluate and compare the bids as per Priced Bid Format of the bidding documents.

17.2 DISCOUNTS / REBATES: Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.

17.3 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract,

and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

**18.0 CONTACTING THE COMPANY :**

18.1 Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 16.6.

18.2 An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

**19.0 AWARD CRITERIA :**

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

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

20.1 OIL reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for OIL's action.

**21.0 NOTIFICATION OF AWARD:**

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

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

**22.0 SIGNING OF CONTRACT :**

22.1 At the same time as OIL notifies the successful Bidder that its Bid has been accepted, OIL will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract,

Technical Specifications, Schedule of rates incorporating all agreements between the parties.

22.2 Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder shall sign and date the contract and return it to OIL. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

22.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by OIL. OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

### **23.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

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

### **24.0 BID DOCUMENT :**

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

### **25.0 Mobilization Period : 1Week**

### **26.0 Documents Required to be Submitted by MSE :**

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

&&&&&&&&&&&&& END OF ITB &&&&&&&&&&&&&

**Bid Rejection Criteria (BRC) & Bid Evaluation Criteria (BEC) for the Tender:****A. 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 the documents related to BRC must be submitted along with the Techno-Commercial Bid.

**1.1 TECHNICAL**

1.1.1 The Bidder must have experience of having successfully completed " **Similar nature of works**" during last 07 (Seven) years ending last day of the month previous to the one in which bids are invited should be either of the following and supporting documentary evidences to this regard must be submitted along with Bid :

"**Similar nature of works**" mentioned in Para 1.1.1 means –

"Similar Contract" means contract that includes remote maintenance of Exchange 2007 infrastructure solutions.

1) Bidder's Experience: The bids should conform generally to the terms and conditions given in the bidding documents. Notwithstanding the general conformity of the bid, the following requirements will have to be particularly met by the bidders, without which the same will be considered non-responsive and rejected:

I) Bidder must have relevant experience of remote maintenance of Exchange 2007 infrastructure solutions in any company Govt. Organisation / Public Sector Undertakings (PSUs) / Multi-National Companies (MNCs) / Public Limited Companies in last 7 (Seven) years as on bid opening date.

Bidder should have successfully **completed** similar works of value -

1. Single contract of minimum value of Rs.6,60,000.00  
OR
2. Two contracts of minimum value of Rs.4,12,500.00 each  
OR
3. Three contracts of minimum value of Rs.3,30,000.00 each

The systems under maintenance in each of the above cases must have –

- a) A minimum of 1000 mailbox users,
- b) Database size of minimum 100 GB

OIL reserves the right to visit such installations for verification. The bidder will have to facilitate such visits for the OIL officials



1.1.2 The bidder should have an average annual turnover of atleast of Rs. 2,47,500.00 (Rupees Two Lakhs Forty Seven Thousand & Five Hundred only) during the last three accounting years.

1.1.3 Bidders not accepting the Complete Scope of Work as mentioned in this document shall be rejected.

1.1.4 Bidder must submit all necessary documents in support of requisite experience and annual turnover as per **NOTE-1**.

**NOTE-1 : DOCUMENTARY EVIDENCE :**

(A) For proof of Annual Turnover any one of the following **self-attested copy of** documents must be submitted along with the bid :

(i) A certificate issued by a practicing Chartered / Cost Accountants Firm with membership No. and Firm Registration Number (FRN) certifying the Annual Turnover and nature of business.

OR

(ii) Copy of Audited Profit & Loss account and balance sheet for last 03 (three years) accounting years.

(B) For proof of requisite Experience **self-attested** copy of Contract Completion Certificate issued by any Govt. Organisation / Public Sector Undertaking / Multi-National Companies (MNC) / Public Limited Companies in last 7 (Seven) years clearly showing the following :

- a) Gross value of the job done and
- b) Nature of Job done
- c) Contract Period
- d) Contract Number & Date

C) In case of OIL Contractors, a copy of Certificate of Completion (COC)/ Service Entry Sheet (SES) of Jobs successfully completed, showing gross value of job done. It must be clearly noted that simply mentioning of OIL's CCO number/work order/contract agreement will not be accepted.

D) Bidders have to submit a declaration as per Annexure-I, failing which their bid shall be rejected.

**B. BID EVALUATION CRITERIA (BEC):**

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

i) To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for all the items of the SOQ (Schedule of Quantities) Part-II as per **Price Bid** Format of the Tender.

ii) In case of identical lowest offered rate by more than 1(One) bidder, the selection will be made by draw of lot between the parties offering the same lowest price.

iii) Purchase preference to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.

In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.

In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

### **C. COMMERCIAL:**

1.1 Bids are invited under Single Composite Bid System i.e., Technical as well as Commercial details together in single offer.

1.2 Bidders must offer firm rates in Indian Rupees only. Rates quoted by the successful bidder must remain firm during the entire period of execution of the contract and not subject to variation on any account whatsoever. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

1.3 Bid security shall be furnished as part of the technical bid. Any bid not accompanied by the proper bid security will be rejected, except those are exempted.

1.4 The Bid documents are not transferable. Bids submitted by parties to whom Tender was not issued will be rejected.

1.5 Bids received after the scheduled bid closing date and time will be rejected outright.

1.6 Any bid received in the form of Telex /Cable /Fax /E-Mail / Courier will not be accepted.

1.7 Bids must be kept valid for a minimum period of 180 days from the date of scheduled bid opening. Bids with inadequate validity will be rejected.

1.8 Bids shall be typed or written in indelible ink failing which the bid will be rejected.

1.9 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder and should be initialed by the bidder. Any bid not meeting this requirement shall be rejected.

2.0 OIL will not be responsible for delay, loss or non-receipt of applications (for bidding documents) sent by mail and will not entertain any correspondence in this regard.

2.1 Bidders must quote clearly and strictly in accordance with the Price Bid Format of the bidding document, otherwise the bid will be summarily rejected.

2.2 Bidder must accept and comply with the following clauses as given in the Bidding Document in toto, failing which offer will be rejected –

- a) Performance Bank Guarantee clause
- b) Force Majeure clause
- c) Tax liabilities clause
- d) Arbitration clause
- e) Applicable Law
- f) Liquidated Damage clause

2.3 The Company also reserves the right to cancel/withdraw the Tender without assigning any reasons to the bidders, for which no compensation shall be paid to the bidder. The bidder must confirm their acceptance to this clause in their respective bids.

2.4 Original bid and all documents shall be digitally signed and uploaded by the bidder or his authorized representative, failing which the bid may be rejected.

**D. GENERAL:**

OIL will not be responsible for delay or non-receipt of applications for participating in the bid and will not entertain any correspondence in this regard.

- a. The bidder should provide Copies (Self Attested) of PAN Card, Service Tax registration number & Bank details.
- b. In case bidder takes exception to any clause of Tender Document not covered under BEC / BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by the Company. The loading so done by the Company will be final and binding on the Bidders. No deviation will however, be accepted in the clauses covered under BRC.
- c. To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses must be received on or before stipulated date mentioned in the letter of clarification sought by the Company, failing which the bid will be summarily rejected.
- d. In case any of the clauses in the BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.
- e. The originals of such documents [furnished by bidders(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

\*\*\*\*\* END of BRC-BEC \*\*\*\*\*

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

**DESCRIPTION OF WORK/SERVICES:**

Remote Support Service Contract for OIL Email Service in Oil India Limited

**GENERAL CONDITIONS OF CONTRACT (GCC)**

MEMORANDUM OF AGREEMENT made this\_\_\_\_\_ day of \_\_\_\_\_ Between OIL INDIA LIMITED a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the District of Dibrugarh, Assam (hereinafter called Company ) of the one part and Shri/Smti \_\_\_\_\_ and Shri/Smti \_\_\_\_\_ carrying on business as partners /proprietor under the firm name and style of M/s.\_\_\_\_\_ with the main Office at \_\_\_\_\_ in the District of \_\_\_\_\_ aforesaid ( hereinafter called 'Contractor') on the other part.

**WITNESSETH:**

1. a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract at Data Centre, IT Department, Oil India Limited, Duliajan, Assam .

b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.

c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

2. The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

3. The Company's Engineer shall have power to:

a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

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

d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.

4. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.

5. The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

6. The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts :

- i) The Mines Act.
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The Payment of Wages Act, 1963.
- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- vii) Employees Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) AGST Act.
- xi) Service Tax Act.

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

7. The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.

8. The duration of the contract shall be **52 weeks** from the commencement date mentioned in the work order. The Contractor must complete the work within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c ) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) of the total contract cost subject to a maximum of 7.5% of the total contract cost.

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

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

In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and / or levy such

additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

9. In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in anti-social activities, demonstration, riots, or in any agitation prejudicial to the Company's interest and any such even taking shape or form at any place of the Company's works or and its neighborhood.

10. The tendered all-exclusive of Service Tax Price (the Contract price) is Rs. XXXXXXXXXX (Not to be filled up by the bidder. This will be entered at the time of Signing of the agreement) but the Company shall pay the Contract or only for actual work done at the all inclusive rates set down in the Schedule of work Part II of this Contract.

On account payment may be made, not often than monthly, up to the amount of 92.5% of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

11. The contractor employing 20 (twenty ) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition ) Act.

12. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalised.

13. The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.

14. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.

15. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities but excluding Service Tax. Service Tax if applicable shall be, to the Company's account. However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.

16. The Contractor shall deploy local persons in all works.

17. The Contractor shall not engage minor labour below 18 (eighteen) years of age under any circumstances.

18. The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act (latest editions).

**19.1 GENERAL OBLIGATIONS OF COMPANY:**

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

- i) Pay the Contractors in accordance with terms and conditions of the contract.
- ii) Allow access to Contractors and their personnel, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

**20. Special Conditions :**

a) The amount of retention money shall be released after 6(six) months from the date of issue of completion certificate from concerned department.

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

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



21. ARBITRATION:

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

Place of Arbitration: Duliajan

22. FORCE MAJEURE:

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

23. I.B. VERIFICATION REPORT AND SECURITY REVIEW:

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

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

25. SET OFF CLAUSE:-

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

26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

27.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION AND/ OR COMPLETION OF WORKS AND SERVICES :

In normal case of works /service contracts, liquidated damages will be applicable @ 0.5% of the contract value per week or part thereof, for delay in contract mobilization/completion date subject to a maximum ceiling of 7.5% of contract value.

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

SIGNED & DELIVERED FOR AND  
ON BEHALF OF

\_\_\_\_\_

\_\_\_\_\_  
(Signature of Contractor or his legal  
Attorney)

\_\_\_\_\_ by the hand of

\_\_\_\_\_  
(Full Name of Signatory)

\_\_\_\_\_  
its Partner / Legal Attorney

\_\_\_\_\_  
(Seal of Contractor's Firm)

\_\_\_\_\_  
(Signature of witness)

And in presence of

\_\_\_\_\_

Date : \_\_\_\_\_

\_\_\_\_\_  
(Full Name of Signatory)

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON  
BEHALF OF OIL INDIA LIMITED

\_\_\_\_\_

Designation

Date\_\_\_\_\_

**1.0 Scope of Work:**

I) The vendor has to provide 24x7x365 remote support for Microsoft Exchange 2007 Email Services. This support must consist of the following:

- a) 24x7x365 remote support
- b) Remote Support over telephone/email/chat
- c) Support by remotely taking over the system and troubleshooting
- d) Technical response within 1 hour from the time of call reporting

II) Exchange 2007 Landscape to be covered under remote support is as follows:

- a) One edge server
- b) Two hub servers on NLB mode
- c) Two mailbox servers on CCR mode
- d) One Primary Domain Controller
- e) Two Additional Domain Controllers
- f) One External DNS
- g) One MOM server
- h) No. of Mailbox users: 2500

**2.0 SLA Levels:**

1. Level 1: Critical Failure

Definition: Email service is unavailable & severely impacting production due to software failure

Resolving Time: 4 hours from reporting

Maximum Allowable Downtime: 4 hours

2. Level 2: Urgent

Definition: Email service is available but in a highly impaired fashion

Resolving Time: 4 hours from reporting

3. Level 3: Important

Definition: Email service is available but with an important issue to be resolved

Resolving Time: 6 hours from reporting

4. Level 4: Normal

Definition: Email service is available & regular operation is requested

Resolving Time: 9 hours from reporting

**3.0 Payment terms:**

a. Payment against remote support service will be made on Quarterly basis after successful completion of the period of service.

b. The service provider must submit appropriate invoices for remote support service to Head-IT, IT Department, Oil India Limited, Duliajan, Assam - 786602, clearly mentioning the OIL Contract no. and period of billing.

**4.0 Penalty Terms:**

In case of failure on the part of the successful bidder to comply with the SLA Levels mentioned above, penalty will be imposed as mentioned below:

- a) In case of Criticality Levels 1 and 2 :
  - i) 2% of the quarterly invoiced amount for each day exceeding the SLA
  - ii) The tenure of the remote support service will be extended on a pro-rata basis at no extra cost to OIL, calculated on the nominal no. of days affected, as follows:
    - 1-12 hours ----- 1/2 day
    - more than 12, up to 24 hours ----- 1 day, and so on.
- b) In case of Criticality Levels 3 and 4 :
  - 1% of the quarterly invoiced amount for each day exceeding the SLA.

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**OIL INDIA LIMITED**  
**(A Govt. of India Enterprise)**

**Description of Service:**

Remote Support Service Contract for OIL Email Service in Oil India Limited

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

Sl. No.	Description of Services*	UOM	Quantity	Unit Rate	Total
10	Remote Support Service Contract for OIL Email Service in Oil India Limited	1	Year		
NOTE:					
1. Bidder to quote Unit Rate for a particular item as per above price bid format.					
2. Bidders are requested to quote exclusive of Service Tax. Service Tax, if applicable shall be to the Company's Account. However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.					
3. To ascertain the inter-se-ranking, comparison of the responsive bids will be made on the GRAND TOTAL Value of the bid as per the Price Bid Format					
4. Bidder must include all liabilities including statutory liabilities in their quoted rates except Service Tax.					

\*For Detail Description of the services Please refer SCC of this IFB.

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

Schedule of Company's Plants, Materials and Equipment : SCPME : PART-IV

NOT APPLICABLE

**TO,  
HEAD-CONTRACT  
OIL INDIA LIMITED  
DULIAJAN-786602**

**SUB : SAFETY MEASURES**

**Description of Work / Service:**

Remote Support Service Contract for OIL Email Service in Oil India Limited

Sir,

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

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. Any violation pointed out by the Company's engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Yours Faithfully

Date\_\_\_\_\_

M/s\_\_\_\_\_

FOR & ON BEHALF OF BIDDER

**PROFORMA - I**  
**BID FORM**

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

Sub: IFB No. : CDI8262P16

Dear Sir,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of \_\_\_\_ (Price not to be indicated) \_\_\_\_ stated below or such other sums as may be ascertained in accordance with the Price Bid Form attached herewith and made part of this Bid:

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

Signature and seal of the Bidder: \_\_\_\_\_

(In the capacity of) : \_\_\_\_\_

Name of Bidder : \_\_\_\_\_

\*\*\*\*\*



**PROFORMA - II****STATEMENT OF NON-COMPLIANCE****(Only exceptions/deviations to be rendered)**

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

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

**Authorised Person's Signature:** \_\_\_\_\_**Name:** \_\_\_\_\_**Designation:** \_\_\_\_\_**Seal 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 bids. If the **"Statement of Compliance"** in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

\*\*\*\*\*

**ANNEXURE- III**

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

Name:

FULL Address:

Phone Number :

Mobile Number :

E-mail address:

Fax Number :

Bank Account Number (in which the Bidder wants remittance against  
invoices):

Bank Name :

Branch :

Address of the Bank :

Bank Code :

IFSC/RTGS Code of the Bank :

NEFT Code of the Bank :

PAN Number :

Service Tax Registration Number :

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Signature of Vendor with Official Seal

Note: This declaration shall be printed on letter head of the Bidder and shall  
be signed by a competent person.

\*\*\*\*\*

ANNEXURE- II**FORM OF BID SECURITY (BANK GUARANTEE FORMAT) OR ANY OTHER  
FORMAT ACCEPTABLE TO OIL INDIA LTD.**

To:

M/s. OIL INDIA LIMITED,  
For Head (Contracts),  
Duliajan, Assam, India, Pin - 786 602.

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No. **CDI 8262P16**

KNOW ALL MEN BY these presents that we (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "Bank") are bound unto the Company in the sum of (\*\_\_\_\_\_ ) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 2015.

THE CONDITIONS of these obligations are :

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

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter), 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.

**PROFORMA & ANNEXURES****CDI 8262P16**

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

Notwithstanding anything contained hereinabove:

- (i) Our liability under the guarantee shall not exceed \_\_\_\_\_
- (ii) This Bank Guarantee shall be valid only up to \_\_/\_\_/\_\_
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if we receive a written claim or demand on or before \_\_/\_\_/\_\_

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Name of Bank & Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

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

Date: \_\_\_\_\_

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

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

\*\* Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid i.e minimum 210 days validity.

**ANNEXURE - I**

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

**DECLARATION**

**Ref. No.** \_\_\_\_\_

**Date** \_\_\_\_\_

To

THE HEAD (CONTRACTS)  
OIL INDIA LIMITED,  
P.O. DULIAJAN,  
DIST. DIBRUGARH,  
ASSAM # 786 602.

Sir,

Sub: Declaration of Assurance

Ref: Your tender enquiry No. \_\_\_\_\_ Dated \_\_\_\_\_.

We hereby declare that we shall adhere to the following :

A single point of contact with phone no. (Landline and mobile) and e-mail address along with Escalation Matrix shall be provided to OIL before start of the AMC.

If the above mentioned documents are not submitted within the stipulated time, OIL will have the right to withdraw the Letter of Award.

Yours faithfully,

For (type name of the firm)

Signature of Authorized Signatory

Name :

Designation :

Phone No. :

Place:

Date :

(Affix Seal of the Organization)

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