



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

4, INDIA EXCHANGE PLACE,
4TH FLOOR, KOLKATA – 700 001
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FORWARDING LETTER

Description: TENDER NO-**CKI 9906 P16** DATED 18.01.2016 for 'Annual Maintenance Contract for PCs, Printers, Network Devices and Accessories.for a period of 3(Three) years for OIL, Kolkata .

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a 'Navaratna' Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Registered Office at Duliajan, Assam and **Calcutta Branch office** at Kolkata, West Bengal invites ON-LINE BIDS from experienced and established Indigenous firms / Contractors meeting the requisite criteria for the above mentioned work under **SINGLE STAGE COMPOSITE BID System (Open Tender)** through its e-Procurement site <https://etender.srm.oilindia.in/irj/portal> . For ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	TENDER/IFB NO.	CKI 9906 P16 DTD 18.01.2016
(ii)	TYPE OF BID	SINGLE STAGE- COMPOSITE BID
(iii)	SALE OF TENDER DOCUMENTS	Within working hours from 19.01.2016 to 19.02.2016
(iv)	COST OF BID DOCUMENT	RS. 500/-
(v)	BID CLOSING DATE & TIME	AS PER ONLINE TENDER
(vi)	TECHNO-COMMERCIAL BID OPENING DATE & TIME	AS PER ONLINE TENDER
(vii)	PRICED BID OPENING DATE & TIME	AS PER ONLINE TENDER
(viii)	BID OPENING PLACE	OIL INDIA LIMITED, 4 INDIA EXCHANGE PLACE, ICC BUILDING, 4 TH FLOOR, KOLKATA - 700001
(ix)	BID VALIDITY	120 DAYS FROM BID CLOSING DATE

(x)	MOBILIZATION TIME	WITHIN 15 DAYS FROM DATE OF MOBILIZATION NOTICE ISSUED BY THE COMPANY
(xi)	BID SECURITY AMOUNT	INR 21,900/-
(xii)	BID SECURITY VALIDITY	30 (thirty) days beyond the validity of the bid.
(xiii)	AMOUNT OF PERFORMANCE GUARANTEE	7.5% OF 1YEAR ESTIMATED CONTRACT VALUE
(xiv)	VALIDITY OF PERFORMANCE SECURITY	6 (SIX) MONTHS BEYOND THE DATE OF COMPLETION OF CONTRACT
(xv)	DURATION OF THE CONTRACT	3 YEARS FROM THE DATE OF COMMENCEMENT OF THE CONTRACT
(xvi)	QUANTUM OF LIQUIDATED DAMAGE FOR DEFAULT IN TIMELY MOBILIZATION	@1/2 % FOR DELAY PER WEEK OR PART THEREOF SUBJECT TO MAXIMUM OF 7.5% OF 1 ST YEAR CONTRACT VALUE (INCLUDING MOBILISATION COST.)
(xvii)	BIDS TO BE ADDRESSED TO	HEAD-CALCUTTA BRANCH, OIL INDIA LIMITED 4 INDIA EXCHANGE PLACE, ICC BUILDING, 4 TH FLOOR, KOLKATA – 700001, INDIA

2.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:

To participate in OIL's E-procurement tender, bidders should have a legally valid Digital Signature Certificate 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>). The digital signature should be of Class 3 digital certificate for the designated individual with organization name. **Bidders must have a valid User ID to access OIL's e-Procurement site. Bidder shall request OIL through e-mail or fax or letter along with the cost of bid documents for issue of the user ID for accessing the e-Tender. Application**

showing full address and e-mail address with Tender Fee (Non-refundable) of **Rs. 500.00** (PSU and SSI Units are exempted) through DD in favour of M/s. Oil India Limited and payable at Kolkata is to be sent to Head- Calcutta Branch, Oil India Limited, 4 India Exchange Place, ICC Building, 4th floor, Kolkata - 700001. The envelope containing the application for participation should clearly indicate “Request for participation in Tender No. **CKI 9906P16** DTD 18.01.2016 for easy identification and timely issue of tender document. In case any bidder is exempted from paying the Tender Fee, the request letter should accompany the supporting documents for issue of the User ID on free of charge basis. Bidders, who do not have a user id, can click on **Guest** login button to view the available open tenders. The detailed guidelines are available in OIL’s e-procurement site. For any clarification in this regard, bidders may contact OIL. **In lieu, vendors who already have user id and password can pay tender fee online through our e-procurement portal as per procedure given in user manual in OIL’s e-procurement portal.**

3.0 IMPORTANT NOTES:

- i. Bidders shall take note of the following important points while participating in OIL’s e-procurement tender:

The bid along with all supporting documents must be submitted through OIL’s E-procurement site only except the following documents which shall be submitted manually by the bidder in sealed envelope superscribed with OIL’s IFB No. and Bid Closing date to HEAD-CALCUTTA BRANCH,

OIL INDIA LIMITED
4 INDIA EXCHANGE PLACE,
ICC BUILDING, 4TH FLOOR,
KOLKATA – 700001, INDIA:

- a) Original Bid Security (if the same is not submitted online)
- b) Any other document required to be submitted in original as per tender requirement.
- c) Printed catalogue and Literature, if called for in the tender.
- d) Power of Attorney for signing the bid.

The above documents including the Original bid security must be received at OIL’s office of the Head-Calcutta Branch, Oil India Ltd., 4 India Exchange Place, ICC Building, 4th floor, Kolkata – 700001, India on or before the Techno-commercial bid opening date. A scanned copy of the Bid Security shall also be uploaded by the bidder along with their Techno-commercial Bid in OIL’s E-procurement site.

- ii) Bid should be submitted online in OIL’s E-procurement site upto the date and time as mentioned above and will be opened on the same day at time mentioned above at the office of the Head-Calcutta Branch in presence of the authorized

representatives of the bidders. Bidders who are deputing their representative should hand over the authorization to the tender opening Officer before 14:00 hrs on the Bid Opening day.

- iii) The tender is invited under SINGLE STAGE-COMPOSITE BID SYSTEM. The bidders shall have to submit both the “TECHNO-COMMERCIAL” and “PRICED” bids through electronic form in the OIL’s e-Procurement portal within the techno-commercial Bid Closing Date and Time stipulated in the e-Tender. The Techno-commercial Bid should be as per Scope of Work & Technical Specifications along with all technical related documents related to the tender and the same is to be uploaded in the “**Technical Rfx Response**” Page.

4.0 OIL now looks forward to your active participation in the IFB.

Thanking you,

Yours faithfully,

OIL INDIA LIMITED

(B. K. Das)

Chief Manager (Materials)

For Head-Calcutta Branch

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 Tender 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) Special Conditions of Contract (**Part-II-SCC**)

e) Price Bid Format (Part-III)

f) BRC/BEC

g) (**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. 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 for any amendments to the bid documents before submission of their bids.

5.0 PREPARATION OF BIDS

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

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

6.0 BID FORM:

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

7.0 BID PRICE:

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

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

7.4 Bidder shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the 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 **120 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.

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 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.

16.6 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.

16.7 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 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: 15 days after issuing of Workorder

26.0 BID SECURITY:

- 26.1 The Bidder shall furnish Bid Security as per the amount as specified in the "Forwarding Letter".
- 26.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 26.9.
- 26.3 All the bids must be accompanied by Bid Security for the amount as mentioned in the Forwarding Letter. The Bid Security in original should be submitted in a separate envelope and shall be in any one of the following forms:
- (a) The Bid Security shall be denominated in the currency of the bid, 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 vide **Appendix-II and valid for 30 (thirty) 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 Kolkata.
 - (b) A Cashier's cheque or Demand Draft drawn on 'Oil India Limited' payable at Kolkata, West Bengal, India.
 - (c) Bid Security can also be paid online through our E-procurement portal.
- 26.4 Any bid not secured in accordance with sub-clause 26.3 above shall be rejected by the Company as non-responsive.
- 26.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 26.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of Tender.
- 26.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 27.0 below is furnished.
- 26.8 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 26.9 The Bid Security may be forfeited:
- i) If any bidder withdraws their Bid during the period of bid validity, and/or
 - ii) If any bidder alters their Bid during the period of bid validity or if the bidder increases the price during the period of bid validity, and/or
 - iii) If the bidders does not accept the LOA issued by Company within the validity of the bid, and/or
 - iv) If the bid is accepted by OIL, and work is awarded but the successful bidder does not furnish the Performance Security, and/or

Part -I
GENERAL CONDITIONS OF CONTRACT (GCC)

MEMORANDUM OF AGREEMENT made this day of 20... 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 and Calcutta Branch office at 4 INDIA EXCHANGE PLACE, ICC BUILDING, 4TH FLOOR, KOLKATA – 700001, INDIA (hereinafter called ‘The Company’) of the ONE PART and Sri carrying of business as PROPRIETOR under the firm name M/s. with their Office at in the district of aforesaid (hereinafter called “The Contractor”) of the OTHER PART.

WHEREAS, in this Agreement the following terms shall be interpreted as indicated below :

- a) The “Agreement” means the Contract entered into between the Company and the Contractor, and terms & conditions as recorded in this document signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein
- b) The “Agreement Price” means the prices/costs/rates payable by the Company to the Contractor under the contractual obligations.
- c) The ‘Work’ means each and every activity described in the Schedule of Work/Specifications, detailed in part -II.
- d) “Company” means OIL INDIA LIMITED and its executors, successors, administrators and assignees.
- e) “Contractor” means the individual or firm or Company performing the ‘work’ under this Agreement and its executors, successors and assignees.
- f) “Contractor’s personnel” means the personnel to be provided/deployed by the Contractor for due performance of the assigned work as per the Agreement.
- g) “Company Personnel” mean the personnel to be provided by the Company. The Representative/Engineer of the Company is also included in the Company’s personnel. The Company’s Representative/Engineer means the person or persons appointed and approved from time to time by the Company to act on its behalf for overall co-ordination and project management at site.
- h) “Site” means the land, installation and other places, provided and designated by the Company on which the works are to be executed by the Contractor.
- i) “Company’s item” means the equipment, materials, installations and services, which are to be provided by the Company at the expense of the Company.
- j) “Contractor’s item” means the equipment, materials and services, which are to be provided by the Contractor at the expense of the Contractor.
- k) “Commencement date” means the date on which the Contractor’s personnel starts the job as mentioned in the Agreement.
- l) “Gross negligence” as used in this Agreement shall mean ‘willful and wanton disregard for harmful, avoidable and foreseeable consequence’.

WITNESSETH :

- 1.0 (a) The Contractor hereby agrees to carry out the work set down in the Schedule of Work in accordance with General Specifications read in conjunction with any drawings and Special terms & conditions which forms Section- II of this of the Agreement.

- (b) In this Agreement all words and expressions shall have the same meanings as are respectively assigned to them hereinabove which the Contractor has perused and is fully conversant with before entering into this Agreement.
- 2.0 The Contractor shall provide all labour, supervision and transport and such specified materials described in Part -II (special conditions of contract) of the Agreement including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include all incidental and contingent work which, although not specifically mentioned in this Agreement but are necessary for completion of the work in a sound manner and with good workmanship.
- 3.0 The Company's engineer shall have power to –
- (a) Reduce the rates at which payments shall be made if the quality of the work, although acceptable, is not upto the required standard, set forth in the Company's standard specifications which have been perused and fully understood by the Contractor.
 - (b) Order the Contractor to remove any inferior materials from the work 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 expense.
 - (c) Order the Contractor to remove or replace any workman whom he (the engineer) considers incompetent or unsuitable. The engineer's opinion as to the competence and suitability of any workmen 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 executions and maintenance of the works and the Contractor shall carry out and be bound by the same.
 - (e) Order deviation of this Agreement after obtaining approval from the Company's Management. All such deviation orders shall be in writing and shall show the financial effect, if any, and whether any extra time is to be allowed. The rates to be applied for such deviation order shall be the same as those appearing in the basic Schedule of Rates of Rajasthan P.W.D. in force on the date of issue of such deviation order.
- 4.0 The Contractor shall have no claim against the Company in respect of any work which may be withdrawn, but only for the work actually completed under this Agreement. The Contractor shall have no objection to carry out work in excess of the quantities stipulated in **Annexure –I of Part -II**, if so ordered by the Company at the same rates, terms and conditions.
- 5.0 The Company reserves the right to cancel this Agreement 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 Agreement. 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 ex-

party if the Contractor fails to turn up despite reasonable notice, which will be binding on the Contractor.

6.0 The Contractor hereby undertakes to indemnify the Company against all claims which may arise against the under noted Act :

- i) The Mines Act
- ii) The Minimum Wages Act
- iii) The Workmen's Compensation Act.
- iv) The Payment of Wages Act.
- v) The Payment of Bonus Act, 1965

or any other Acts or statutes not herein 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 labourer appointed by the Contractor. Such statutory increase in the wage rates of contract labourer shall be borne by the Contractor.

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

8.0 WORK COMPLETION TIME :

The Contractor must commence the work within 15 days of issue of Work Order and the work should be completed within 03(three)years from the date of issue of Work Order. Non compliance of this time schedule will call for imposition of Liquidated Damages.

9.0 VALIDITY OF THE AGREEMENT:

The Agreement shall remain valid for a period of 03(three) years from the date of issue of work order or till the completion of work, whichever is later.

10.0 SCHEDULE OF RATES :

Payment to the Contractor will be made against work completed by them at the rates entered in the Schedule of Rates, Price bid format (**Part - III**) hereof.

11.0 **Liquidated Damages** : Time is the essence of this Agreement and the work should be completed within stipulated period of completion. For any default in timely completion of assigned work from the date of assigning the work, Liquidated Damages at the rate of ½% (half percent) , per week or part thereof, for delay in contract mobilization /completion date subject to a maximum 7.1/2% (seven & half percent) of the 1st year contract value will be deducted from the Contractor's bill.

12.0 In order to promote, safeguard and facilitate the general, operational economic interest of the Company, during the continuance of this Agreement the Contractor hereby agrees and undertakes not to take any direct or indirect interest and/or

support, assist maintain or help any person or persons engaged in antisocial activities, demonstrations, riots, or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's work and its neighborhood.

13.0 Payment Terms : Payment shall be made on quarterly basis after completion of period on receipt of undisputed bills.

14.0 The Contractor employing more than 20 (twenty) workmen on any day of the preceding 12 (twelve) months shall be required to obtain requisite license at his cost from the appropriate Licensing Officer before undertaking any contract work. The Contractor shall also observe the rules and regulations framed under the Contract Labour (Regulations & Abolition) Act.

15.0 Wages shall be paid by the Contractor to the workmen directly without the intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadars from wages of the workmen.

16.0 The Contractor will not be allowed to construct any structure (for storage/housing purpose) with thatch, bamboo or any other inflammable materials within industrial or other fenced area of the Company.

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

18.0 LIABILITY :

18.1 Except as otherwise expressly provided, neither the Company nor its servants, agents, nominees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damages to the equipment and/or loss or damage to the property of the Contractor and/or its sub-contractors, irrespective of how much loss or damage is caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

18.2 Neither the Company nor its servants, agents, nominees, assignees, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor irrespective of how such injury, illness or death is caused unless caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

19.0 FORCE MAJEURE :

- 19.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the agreement, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the party) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the agreement and which renders performance of the contract by the said party impossible.
- 19.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in supports of its claim.
- 19.3 Should 'Forece Majeure' conditions as stated above occur and should the same be notified within seventy two (72) hours after its occurrence, the either party will have the right to terminate the agreement with prior written notice if such 'Forece Majeure' condition continues beyond consecutive ten (10) days. Should either party decide not to terminate the agreement even under such condition, no payment would apply during the 'Forece Majeure' period unless otherwise agreed to.

20.0 TERMINATION :

20.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION)

The Agreement shall be deemed to be automatically terminated on the expiry of duration of the Agreement (or extension, if any, thereof).

20.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE :

Either party shall have the right to terminate the Agreement on account of Force Majeure as set forth herein above.

20.3 TERMINATION ON ACCOUNT OF INSOLVENCY :

In the event that the Contractor at any time during the term of the Agreement, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditor or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Agreement and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

20.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE :

If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 7 (seven) days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

20.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT :

In case the Contractor's rights and/or obligations under the Agreement and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Agreement.

- 20.6 If at any time during the term of the Agreement, breakdown of the Contractor's equipment results in the Contractor being unable to perform his obligations hereunder for a period of 7 successive days (not including Force Majeure delay) the Company at its option may terminate the Agreement in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

20.7 CONSEQUENCES OF TERMINATION :

In all cases of termination herein set forth, the relative obligations of the parties to the Agreement shall be limited to the period up to the date of termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or forbearance after such termination.

- 20.8 Upon termination of the Agreement, the Contractor shall return to the Company all of the Company's items, which are in the Contractor's possession at the time.

- 20.9 Notwithstanding any provisions herein to the contrary, the Agreement may be terminated at any time by the Company on giving 7 (seven) days written notice to the Contractor due to any other reason not covered under the above clauses from 20.1 to 20.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for service charges and other charges as per the Agreement up to the date of termination.

- 20.10 In the event of termination of the Agreement, the Company will issue Notice of Termination to the Contractor with date or event after which the Agreement will be terminated. The Agreement shall then stand terminated and the Contractor shall demobilize his personnel and materials.

21.0 **ARBITRATION:**

- 21.1 The Contractor and the Company shall make effort to resolve amicably by direct informal negotiation any disagreement arising between them under or in connection with the Agreement.
- 21.2 In the event of any disagreement or dispute arising in connection with execution of the Agreement which can not be settled in an amicable manner between the Contractor and the Company, the matter be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1940 as amended up to date by any statutory modification or re-enactment thereof for the time being in force. Arbitration proceeding will be held in Jodhpur.
- 22.0 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.

23.0 **SET OFF CLAUSE :**

- 23.1 Any sum of money due and payable to the Contractor (including Security Deposit refundable to them) under this or any other Agreement 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 Agreement or under any other Agreement made by the Contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

PART – II

SPECIAL CONDITIONS OF CONTRACT

1.0 INTRODUCTION

1.1 This Section establishes the scope and schedule for the work to be performed by the contractor and describes reference to the specification, instruction, standard and other documents including the specification for any materials, tools or equipment which the contractor shall satisfy or adhere to while carrying out the work. Various details incorporated in this chapter for the contract are indicated below:

2.0 SCOPE OF WORK

2.1 The Contractor shall provide his own equipment along with qualified and experienced personnel for execution of following jobs in the operational areas of OIL Calcutta Branch:

2.2 The job will involve carrying out preventive as well as corrective maintenance of all PCs, Printers, Network Devices and accessories as mentioned in Annexure-I. The minimum quantity of items as mentioned in Annexure-I is the minimum assured quantity of items that will be offered for maintenance during the AMC period. OIL will have the right to bring additional systems under the purview of the contract as and when necessary up to the maximum limit mentioned in Annexure-I. Also, OIL will have the right to take out any system from the purview of the contract as and when necessary, maintaining the minimum qty. mentioned in Annexure-I.

2.3 The job includes supplying and replacing of all spare parts for equipment listed in Annexure-I. All spares used for maintaining the systems have to be new and from the OEM of the system being repaired.

2.4 If the contractor at any time during the contract period claims a system to be beyond repair due to obsolescence, the contractor has to submit a end-of support declaration document from OEM of the system in support of his claim. If such claim is validated, OIL's IT department may allow use of second hand spares for maintenance of such system, or will bring the system out of purview of this contract.

2.5 Contractor will have to maintain all hardware installed as mentioned in Annexure-I along with interface, network and power cables.

2.6 No cannibalization of any equipment will be permitted to carry out the maintenance services.

2.7 Disk media and print head is to be maintained within the scope of the maintenance services. Formatting of hard disk is to be done by the contractor whenever necessary after prior permission from OIL's authorized representative. Contractor will have to take back-up of hard disk before formatting and restore the backup after formatting.

2.8 Contractor will provide software maintenance and support for Windows Operating Systems, Windows Office applications, Symantec Antivirus, SAP Logon, etc. The

loading of the existing software after formatting or change of Hard disk has to be done by the contractor. However, the CD media for the Software will be provided by OIL. In addition, the contractor will provide support for configuration of mail client, internet browser, data backup and recovery support at the user end as and when required. However, necessary guidance, as and when necessary will be provided by IT engineers of OIL.

2.9 Contractor will have to restore the PC in case of malfunctions due to virus. Contractor will have to provide support to Antivirus Software. However the CD Media for the software will be provided by OIL.

2.10 Any defective hard disk replaced by contractor will remain property of OIL for Data security purpose. After replacement, the contractor has to deposit the defective disk to OIL's authorized representative.

2.11 The contractor has to keep spares at site as mentioned in Annexure-II to minimize downtime of all the equipments. At the start of the contract, the spares as mentioned in Annexure -II of this document has to be submitted to OIL's IT department.

2.12 The contractor shall carry out acceptance tests of all the equipment mentioned in Annexure-I, in the presence of authorized representative of OIL, at least 1 weeks prior to start of the contract. Any equipment found defective during the acceptance tests, will have to be brought to the notice of authorized representative of OIL on a day-to-day basis. An estimate for such repair (including cost of spares) has to be submitted by the contractor before start of the contract. OIL reserves the right to get the same repaired at competitive rates by any other contractor, at its own discretion. The cost of one-time repair of such equipment will be borne by OIL. The contractor has to put tags on systems being maintained against this contract. The tag should contain contractor's name, contract start date.

2.13 If demanded by OIL, the contractor has to sign a confidentiality agreement with OIL as per IT security policy of OIL.

2.14 The contractor has to submit personal details of his technicians including present address, permanent address, contact phone and mobile no. etc.

3.0 TIME FRAME

3.1 The contract will start after workorder and shall be valid for a period of 3 (three) years.

4.0 PERSONNEL

4.1 2 (Two) qualified engineer with minimum three years experience at each of the 2 offices of OIL (4, India Exchange Place, Kolkata and 15-A Hemanta Basu Sarani, Kolkata) will have to be stationed at Calcutta Branch of OIL, exclusively for maintenance of minimum quantity of PCs, Printers (Mono Laserjet, Color Laserjet and Inkjet Printers), Network Devices, Scanners, etc. as mentioned in Annexure-I.

4.2 The engineer should be available at site during office hours, i.e. (9.00 am to 5.00 pm).

4.3 One of the engineers should have at least a minimum qualification of Diploma in Computer Science / Electronics / Electricals / Telecommunications / Instrumentation or Diploma in Computer Applications with adequate experience in computer maintenance along with MCSA and Cisco certification.

4.4 The Bio-data of the engineers to be posted at Calcutta Branch should be provided by the bidder. However, OIL will have the right to ask for replacement if not found suitable to carry out the maintenance services at any time during the contract period.

5.0 SCOPE OF EQUIPMENT SUPPLY

5.1 All equipment and machinery necessary to carry out the maintenance job will be contractor's responsibility.

6.0 PERFORMANCE OF WORK

6.1 All the materials, equipment, spares, etc. be provided by the contractor and the manner and speed of execution and maintenance of operations are to be conducted in a manner to the satisfaction of the company's representative.

6.2 If the contractor needs to send any equipment out of the premises of OIL for repair purpose, the same shall be permitted after taking due written permission from IT personnel or his authorized representative. In case the contractor needs to send a PC for repair outside the premises of OIL, the hard disk of such PCs will be removed by OIL authorities before providing necessary permission for the same. This is for security purpose. The cost of transport for such equipment has to be borne by the contractor. Any damage/loss of such equipment during transit will be the responsibility of the contractor.

6.3 Any equipment sent out of the premises of OIL for repair purpose should be returned back to OIL, duly repaired, within a maximum period of 15 days, failing which, the contractor has to provide a permanent replacement with same or higher configuration.

6.4 Stock replenishment should be made from time to time before the stock level falls below 80% of the minimum spares to be stocked at site.

7.0 SAFETY

7.1 The contractor shall take all measures necessary to protect the personnel, work and facilities and shall observe safety rules & regulation of company provided to contractor in writing.

7.2 The contractor shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and then immediately take the first emergency control steps conforming to good operation practice and safety regulation.

8.0 PROTECTION OF PROPERTY & EXISTING FACILITIES

8.1 The contractor shall perform each work in such a manner as will prevent damage to the company's property and shall carry on the works in such a manner as to conform to, and consistent with, and not to interfere in any way with continuous and safe operation of the computers. Any permanent damage/loss to the company's installation, assets and equipment due to the operation of the services envisaged under this contract shall have to be remedied by the contractor, entirely at its own cost, which will include and shall not be limited to actual replacement of such damaged assets and equipment, or payment of actual replacement cost in relation thereto, as may be incurred by the company.

9.0 EXTENSION

9.1 The contractor will quote for item-wise and unit-wise for all the items in annexure I. Payment will be made as per the actual number of items maintained by the contractor during the billing period. During the contractual term, OIL will have the right to increase the quantity of any of the items mentioned in Annexure-I, at the same unit rate on pro-rata basis, as per the same terms and conditions of the contract (up to the limit of maximum quantity maintained in annexure I). The added items will be paid on monthly pro-rata basis for full month and daily basis for any part period thereof, with effect from the date of inclusion of the item under the contract till the end of contract period. OIL will also have the right to reduce the quantity of any item mentioned in Annexure-I (up to the limit of minimum quantity mentioned in Annexure-I), during the term of contract.

9.2 OIL reserves the right to extend the validity of the contract by **maximum 1(One) year as per same rates and same terms & conditions of this contract.**

10.0 PENALTY

10.1 In case the contractor fails to repair any equipment listed in Annexure-I within 24 hours from the time of reporting the breakdown, or provide a permanent replacement as per clause 6.2, a penalty of Rs. 100/- per day per system will be levied. In case of absence of the engineer for more than 24 hours, a penalty of Rs. 1,000/-, will be levied. If for any reason, the contractor fails to repair the equipment within seven successive days from the date of reporting, the contract will be extended by the said period, at no extra cost, in addition to the above penalty. However, the maximum penalty amount shall not exceed 15% of the total contract value.

11.0 OBLIGATIONS OF THE CONTRACTOR

11.1 Contractor at his own cost shall arrange clearance of the spare parts, equipment etc. from customs and port authorities in India and shall pay all requisite duties including customs duty, demurrages, if any, clearance fees, charges, post fees, clearing and forwarding agent fees/charges, inland transport charges etc. Company will provide all reasonable assistance but the responsibility for clearance will rest on the contractor.

11.2 Contractor will have to provide Mobile Telephone facilities to site Engineer to facilitate immediate contact from OIL.

11.3 Company will have the option to upgrade the Hard disk or Memory or OS of the systems, during the term of the contract. However, the contractor will have to maintain the upgraded Hard disk, Memory and OS, within the scope of the contract.

11.4 The quality of the replacement PCs/Printers/other items that may be replaced during the term of AMC, has to be equivalent or better or higher capacity than the replaced unit. The same has to be certified by representative of IT, before replacement.

11.5 The Contractor will have to follow the preventive maintenance schedule of at least once in three months per PC / Printer/Network Device/ Peripherals/ other items, strictly throughout the period of contract.

11.6 The Contractor will be responsible for any property of OIL sent by the contractor to outside OIL premises for repair. Any loss or damage to such property has to be borne by the contractor.

11.7 Contractor will be responsible for timely submission of the field call reports everyday for the calls attended in OIL's standard format. The field call reports have to be duly signed by the respective users.

11.8 Contractor will have to submit a weekly report on the first working day of every week regarding the list of spares stocked at site as per Annexure II. The report should include spares consumed, spares replenished and present stock of spares.

11.9 Contractor will have to maintain an attendance register at OIL. The date and time of reporting of station engineer has to be logged on to the register, on all working days of OIL.

12.0 OBLIGATIONS OF COMPANY

12.1 The Company shall provide the contractor access to all the computers, peripherals and related equipment as mentioned in Annexure-I under contract, for the purpose of maintenance.

12.2 The Company shall provide, if required, all necessary documents for clearance from Government of India or States or their departments or undertaking and will extend all assistance and necessary help to the contractor.

13.0 PAYMENT

13.1 Payment shall be made on quarterly basis after completion of period.

ANNEXURE-I

LIST OF COMPUTERS AND PERIPHERALS TO BE COVERED UNDER AMC

S.No.	Item Description	Quantity	
		Minimum	Maximum
1.	Computer (core i/pentium 4)	50	110
2.	Notebook Computers	1	2
3.	Server- IBM X Series	2	3
4.	Server- Wipro Netpower	2	3
5.	Monochromatic Laserjet Printers	30	50
6.	Printer- Color Laserjet	5	10
7.	Printer- Heavy Duty Color Laser	2	2
8.	Color Multifunction Printers	1	3
9.	Check Printer	1	1
10.	Scanners	7	14
11.	Online UPS- 1 KVA	1	2
12.	Cisco Router	4	7
13.	Cisco ASA 5510	2	2
14.	Cisco Catalyst 2960	4	7
15.	Wireless Routers	6	15
16.	Network Rack 36U	1	2
17.	Network Maintenance Work	1	1

Note:

1. The computer items against item no. 1, 2, 3 and 4 includes all accessories like hard disk, floppy drive, DVD or CD-ROM Drive or DVD Combo Drive or DVD Writer, Ethernet Card, Key Board, Mouse, Multimedia kit, etc. The configuration of CPU, RAM and the above accessories are machine dependant and are not uniform.

2. The operating systems of computer items against item no. 1, 2, 3 and 4 are machine dependant and are not uniform.

Annexure - II

LIST OF SPARES TO BE STOCKED AT SITE

I. DISK MEDIA/ SPARES

A. Hard Disk Drive - 500 GB Minimum	2
B. SMPS	5
C. DVD WRITER	2
D. KeyBoard	2
E. Mouse	2
F. Power Cable	5

II. MAINTENANCE TOOLS

A. Digital Multimeter	2
B. Basic Electronic tool kit for maintenance purpose	2 sets

Note:

All standby systems, disk media and hardware spares should be new and of reputed brands as mentioned above.

BID REJECTION CRITERIA / BID EVALUATION CRITERIA

A. Bid Rejection Criteria (Technical)

I) The bids shall conform generally to the terms and conditions given in the bidding documents. Notwithstanding the general conformity of the bid, the following requirement 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 having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

Should have successfully completed similar works of value-

1. Single contract of minimum value of Rs. 17,45,856.00/-

OR

2. Two contracts of minimum value of Rs. 10,91,160.00/- each

OR

3. Three contracts of minimum value of Rs. 8,72,928.00/- each

ii) Average annual financial turnover during the last 3 (three) financial years, ending 31st March 2015, should be at least Rs.6,54,696.00/- .

iii) Bidder must submit all necessary documents related to experience and turnover.

Note :

1. " Similar nature of Job" mentioned above means experience in Maintenance of PC, Printer, Network Devices and Accessories.

II) Technical Requirement for Bidders (eligibility criteria)

1.1 The bidder must be OEM or his authorized service partner. If the bidder is an OEM's authorized service partner, then he should be an authorized service provider of any one of the OEMs of PCs i.e. IBM/ HP / ACER / WIPRO

1.2 Bidders or his authorized service partner must have minimum experience of 3 (Three) years in providing maintenance service of PCs and peripherals.

1.3 The bidder or his authorized service partner should have executed through a single AMC maintenance of at least 50 PCs along with peripherals.

1.4 Necessary documentary evidence in support of all the above eligibility criteria is to be submitted by the bidder along with the bid.

2.0 For proof of average annual turnover, any one of the following documents/photocopy must be submitted along with the bid:-

i) A certificate issued by a practicing chartered /cost accountant's firm, with membership no. certifying the annual turnover and nature of business.

Or

ii) Audited balance sheet and profit and loss account.

B. Bid Rejection Criteria (Commercial)

i). Bids are invited under "Single Stage composite bid System". Bidders have to submit both the "Techno-commercial Unpriced Bids" and "Priced Bids" through electronic form in the OIL's e-Tender portal within the bid Closing date and time stipulated in the e-tender. The Techno-commercial Unpriced bid is to be submitted as per scope of works of the tender and the priced bid as per the Commercial/Price bid format .

ii). Bid security:- (Earnest Money Deposit-EMD)

Bid security of **Rs. 21,900.00** shall be submitted as a part of technical bid and shall be submitted manually (in form of BG or DD) in sealed envelope superscribed with Tender no. and Bid Closing date to Head Calcutta Branch, 4,India Exchange Place, Oil India Limited, Kolkata- 700001, W.B on or before the Bid Closing Date and Time mentioned in the Tender. In lieu, Bid Security of **Rs. 21,900.00** can also be paid online through our e-procurement portal as per procedure given in user manual in OIL's e-procurement portal.

Bid security as specified shall be furnished along with the bid. Any bid not accompanied by the proper bid security will be rejected, except those are exempted.

iii) Any bid containing false statement will be rejected.

iv) Bidders must offer firm rates in Indian Rupees only. Rates quoted 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 nonresponsive and rejected.

v) The bid documents are non-transferable. Offers made by Bidders who have not purchased the bid documents from the Company will be rejected.

vi) **Performance Security:**

Successful bidder would be required to deposit with OIL, Kolkata, **7.5% of 1(one) year contract value** within 15 days from the date of notification of award of contract (LOA) and should remain valid 6 (six) months beyond period of contract and shall be revalidated if the contract is extended. The security deposit shall be refunded after successful execution of the contract. The security deposit shall not accrue any interest. Bidders are required to confirm compliance of this clause in their offer.

vii) The Bank Guarantee should be allowed to be encashed at all branches within India.

viii) Validity of the bid shall be minimum **120 days from the Bid Closing Date.**

ix) Bids received after the bid closing date and time will be rejected. Similarly, modifications to bids received after the bid closing date & time will not be considered.

x) All the Bids must be Digitally Signed using “Class 3” digital certificate (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. The bid signed using other than “Class 3” digital certificate, will be rejected.

xi) Price should be maintained in the “online price schedule” only. The price submitted other than the “online price schedule” shall not be considered.

xii) Bidders must quote clearly and strictly in accordance with the Price Bid Format of the bidding document; otherwise the bid will be summarily rejected. If no charge is involved for any of the item, zero (0) should be mentioned against such part of work. However, such charges shall consider being included in the overall quoted price.

xiii) 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.

xiv) Original bid shall be digitally signed and uploaded by the bidder or his authorized representative, failing which the bid will be rejected.

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

Bid Evaluation Criteria :

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

- i) To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for all the items in (Price Bid Format) of the bid document.
- ii) All the rates quoted for respective items in the Price Bid, must include provision of Spares/Accessories costs, manpower cost and other costs.
- iii) Rates/Amounts quoted should be exclusive of Service tax. Service tax, if applicable, shall be to the company's account. However , apart from service tax, all other taxes and duties should be included in the rate quoted.

Part-III
PRICE BID FORMAT

Sl.No.	Description	Devices	UOM	Total Qty. (3)*36	Unit Rate (Rs)	Total Price(for 3 years) (Rs)
(1)	(2)	(3)	(4)	(5)	(6)	(7)=(5)*(6)
1	Desktop Computer	110	NO	3960		
2	Laptop	2	NO	72		
3	Server-IBM X Series 235 (Tower Model)	3	NO	108		
4	Server-Wipro Netpower Z2533 Tower	3	NO	108		
5	Printer-Monochromatic LaserJet	50	NO	1800		
6	Printer- Color LaserJet Medium Duty	10	NO	360		
7	Printer-Color LaserJet Heavy Duty	2	NO	72		
8	Printer-Multi Function	3	NO	108		
9	Printer-Check Printer	1	NO	36		
10	Scanner	14	NO	504		
11	Online UPS-1KVA	2	NO	72		
12	Cisco Router	7	NO	252		
13	Cisco ASA 5510	2	NO	72		
14	Cisco Catalyst 2960	7	NO	252		
15	Wireless Router	15	NO	540		
16	Network Rack 36 U	2	NO	72		
17	Network Maintenance Work As and When Required	1	NO	36		
	Grand Total [SUM OF COLUMN (7) ABOVE]					

Note:

- Unit Rate is AMC amount per device per month of particular item.
- All the rates quoted for respective items must include provision of spares/accessories cost, manpower cost and other costs, if any. Print head, image drum, fuser assembly, gears and all other spares of all types of printers and scanners are to be replaced by the contractor at their cost under the AMC excluding toners and cartridges.
- Rates/Amounts quoted should be exclusive of Service Tax. Service Tax, if applicable, shall be to the Company's account. However, apart from service tax, all other taxes and duties should be included in the rate quoted.
- 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.
- Bidder must include all liabilities including statutory liabilities in their quoted rates, except service tax.

PROFORMA – I

AUTHORISATION FOR ATTENDING BID OPENING

To,

Date : _____

Head-Calcutta Branch,

OIL INDIA LIMITED,

4 INDIA EXCHANGE PLACE,

ICC BUILDING, 4TH FLOOR,
KOLKATA-700001

West Bengal, India

Sir,

Sub : OIL's Tender No. -----

We authorise Mr. /Mrs. _____ (Name and address) to be present at the time of opening of the above Tender due on _____ on our behalf.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

PROFORMA – II

BID FORM

To

HEAD-CALCUTTA BRANCH,

OIL INDIA LIMITED

4 INDIA EXCHANGE PLACE,

ICC BUILDING, 4TH FLOOR,

KOLKATA – 700001, INDIA

Sub: IFB No. : CKI 9906P16

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 _____(Total Bid Amount in words and figures) stated below or such other sums as may be ascertained in accordance with the Price Bid Form attached herewith and made part of this Bid:

We undertake, if our Bid is accepted, to commence the work within (____) days calculated from the date of issue of Company's LOA.

We agree to abide by this Bid for a period of 120 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 _____ 2016.

Signature and seal of the Bidder : _____

(In the capacity of) : _____

Name of Bidder : _____

PROFORMA - III

LETTER OF AUTHORITY

To,
HEAD-CALCUTTA BRANCH,
OIL INDIA LIMITED
4 INDIA EXCHANGE PLACE,
ICC BUILDING, 4TH FLOOR,
KOLKATA – 700001, INDIA

Sir,

Sub : IFB No. CKI 9906P16

We _____ confirm that Mr. _____ (Name and address) as authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Invitation No.: _____ for hiring of “Annual Maintenance Contract for PCs, Printers, Network Devices and Accessories for period of 3 years”.

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours Faithfully,

Signature : _____

Name : _____

Designation : _____

For & on behalf of : _____

Note : This letter of authority shall be on printed letter head of the Bidder and shall be signed by a competent person to bind such Bidder.

.....

PROFORMA - C

CERTIFICATE OF COMPLIANCE WITH RESPECT TO BRC

We _____ (Name of the bidder) hereby confirm that all the conditions given in the Bid Rejection Criteria (BRC) of the Bid document of Tender No. ----- are acceptable to us and we have not made any deviations from the same or put forward any additional condition in our offer in this respect. It is also confirmed that the supporting documents with regard to Eligibility Criteria of the bidder, laid down in the Bid Document are duly submitted in the Envelope 'C' containing the Techno-commercial Bid.

Name of the authorised signatory:

Name of the firm/service provider/bidder:

To be digitally signed by Bidder's Authorised signatory

PROFORMA - IV

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

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

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

Authorised Person's Signature: _____

Name: _____

Designation:_____

Seal of the 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 Non-Compliance**” in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

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 :

Signature of Vendor with Official Seal

.....

APPENDIX-II

FORM OF BID SECURITY (BANK GUARANTEE)

To: Head-Calcutta Branch,

OIL INDIA LIMITED,

4 INDIA EXCHANGE PLACE,

ICC BUILDING, 4TH FLOOR,
KOLKATA-700001

West Bengal, India

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, Calcutta Branch, WB, India (hereinafter called the Company)'s Tender No. **CKI 9906 P16** 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 _____ 20....

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 ;

or

(b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders.

(3) If the Bidder furnished fraudulent document/information in their bid.

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 all of the 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.

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 Bank should insert the amount of the guarantee in words and figures.

APPENDIX-III

FORM OF PERFORMANCE BANK GUARANTEE

To: Head-Calcutta Branch,

OIL INDIA LIMITED,
4 INDIA EXCHANGE PLACE,
ICC BUILDING, 4TH FLOOR,
KOLKATA-700001
West Bengal, India

WHEREAS _____(Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ 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 as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "the Bank") have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ in words) (_____), such amount 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 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 also agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by the OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the Bank.

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

This guarantee is valid until the date _____ (calculated at 6 months after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of Bank _____
Address _____
Date Place _____

SAMPLE FORM OF AGREEMENT

THIS AGGREETMENT is made on the day of..... 20.., 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 and
 - e) The Priced Bid and Quantities,
 - g) The Schedules of Supplementary Information,
 - 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: