

INVITATION FOR BID

Tender No. : CLI 1797 P17 dated 18.07.2016
Bid Closing Date/Time : 23.08.2016.

OIL INDIA LIMITED (OIL), a Govt. of India Enterprise, invites competitive bids from domestic bidders through its e-Procurement portal: <https://etender.srm.oilindia.in/iri/portal>, for Comprehensive Annual Maintenance of various window and split air conditioners installed at various premises of Oil India Limited, Noida and New Delhi. Application showing full address and e-mail ID with Tender Fee (Non-refundable) of **Rs. 1000.00** (PSU and MSE, SSI unit registered with NSIC are exempted) through DD in favour of M/s. Oil India Limited and payable at Noida/Delhi is to be sent to the office of **General Manager(C&P), Oil India Limited, Plot No. 19, Sector-16A, NOIDA- 201301(e-mail ID: corp_c&p@oilindia.in) only from 27.07.2016 to 16 .08.2016**. The application along with tender fee and e-mail ID must reach the above office latest by **16.08.2016(5.15 P.M.)**. The envelope containing the application for participation should clearly indicate ‘Request for participation in e-Tender’ for easy identification and timely issue of authorization. On receipt of requisite tender fee, unique USER_ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL’s e-Procurement portal. Bid document can be viewed using “Guest Login” provided in the e-Procurement portal. The link to e-Procurement portal has also been provided through OIL’s web site : www.oil-india.com.

Bidders claiming exemption from payment of tender fee should submit their request with all credentials at the above office of Oil India Limited on or before **16.08.2016** to get access for participation in the tender. Vendors already having User ID/Password for e-tender portal of OIL can pay tender fee through the Payment Gateway by using credit card/debit card or net banking. A new vendor may obtain User ID and Password through online vendor registration system and pay on-line subsequently.

Note: All corrigenda, addenda, time extension etc. to the tender will be hosted on above website& e-portal only and no separate notification shall be issued in the press. Bidders are requested to regularly visit above website & e-portal to keep themselves updated.



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्गापुर, असम
Oil India Limited
(A Government of India Enterprise) Registered Office: Durgapur, Assam

Plot No. 19, Sector 16A,
Noida – 201301, U.P.
Phone: 0120 - 2419000
Fax: 0120 - 2488310
E-mail: oilindia@oilindia.in
corp_c&p@oilindia.in

Web Site: www.oil-india.com

SECTION - I

COVERING NOTE

Oil India Limited (OIL), a Govt. of India Enterprise, invites quotations under Single Stage Composite Bid System through its online e-procurement portal, from experienced and competent domestic bidders for **COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR VARIOUS WINDOW AND SPLIT AIR CONDITIONERS INSTALLED AT VARIOUS PREMISES OF OIL INDIA LIMITED IN NOIDA AND NEW DELHI.**

1.0 The bid document comprises of the following Sections:

- SECTION-I : COVERING NOTE
- SECTION-II: INSTRUCTION TO BIDDERS
- SECTION-III: GENERAL TERMS AND CONDITIONS
- SECTION-IV: SPECIAL TERMS AND CONDITIONS
- SECTION-V : SCOPE OF WORKS
- SECTION-VI: BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)
- SECTION-VII: FORM OF BID SECURITY (FOR BANK GUARANTEE)
- SECTION-VIII: FORM OF PERFORMANCE SECURITY(FOR BANK GUARANTEE).
- SECTION-IX : SAMPLE FORM OF AGREEMENT
- ANNEXURE-I : BIDDING FORMAT FOR RATES(SCHEDULE OF RATES)
- ANNEXURE-II : LIST OF AIR CONDITIONERS.
- APPENDIX-I : GENERAL GUIDELINES TO BIDDERS FOR PARTICIPATION IN OIL'S E- PROCUREMENT TENDER.
- APPENDIX-II : GUIDELINES FOR PUBLIC PROCUREMENT POLICY FOR MSEs.

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

- | | | |
|------|--|---|
| i) | Tender No. | : CLI 1797P17 Dated 18.07.2016. |
| ii) | Type of Bid | : Single Stage Composite Bid System |
| iii) | Tender Fee | : Rs.1000.00 (Non-refundable) |
| iv) | Bid Closing Date & Time | : As mentioned in the on-line tender. |
| v) | Bid Opening Date & Time | : As mentioned in the on-line tender. |
| vi) | Address to send application for User-ID & Password | : General Manager(Contracts& Purchase)
OIL INDIA LIMITED
Plot No. 19, Sector-16A,
NOIDA- 201 301, UTTAR PRADESH. |

- vii) Bid to be submitted : Through OIL's e-procurement portal
<https://etender.srm.oilindia.in/irj/portal>
- viii) Bid Opening Place : Office of General Manager(Contracts& Purchase)
OIL INDIA LIMITED
Plot No. 19, Sector-16A,
NOIDA 201 301, UTTAR PRADESH.
- ix) Bid Security amount : Rs. 34,000.00 (non-interest bearing).
- Original hard copy of Bid Security should reach the following office before Bid Closing date & time, otherwise Bid will be rejected:
- General Manager (Contracts& Purchase)
Oil India Limited
Plot No. 19, Sector-16A,
NOIDA 201 301, UTTAR PRADESH
- A scanned copy of this document should also be uploaded along with the Bid documents.
- x) Amount of Performance Guarantee 8% of contract value in addition to retention of Bid Security.
- xii) Duration of Contract 2(Two) years with a provision of extension for another 1(One) year at the same rates, terms and conditions.

3.0 Bidders interested to participate in the subject e-Tender are required to submit an application and tender fee(non-refundable) for an amount as indicated above through crossed Demand Draft drawn in favour of Oil India Limited and payable at Noida /New Delhi. Applications (along with tender fee) for issue of USER ID & PASSWORD should be addressed to:

General Manager (C&P)
Oil India Limited
Plot No. 19, Sector-16A, NOIDA – 30 201(U.P).

Application for issue of USER ID & PASSWORD will be accepted by OIL **till 16.08.2016 (Upto 5.15 P.M.) only. Applicant must mention their full address, contact no. & E-mail ID clearly in their application.**

- 3.1 Vendors already having USER ID/PASSWOPRD for e-tender portal of OIL can pay tender fee through the Payment Gateway by using credit card/debit card or net banking. However, new vendor must obtain User ID and Password through on-line vendor registration system and can pay on-line subsequently.

3.2 EXEMPTION OF TENDER FEE & BID SECURITY :

Central Govt. departments, Central Public Sector undertakings are exempted from submitting Tender Fee & Bid Security. Bidders registered with MSE units which are themselves registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation(NSIC) or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are also exempted from submitting Tender Fee & Bid Security irrespective of monetary limit mentioned in their registration certificate provided they are registered for the same item/services for which tender has been invited and provided they submit offer for their own product/services. However, the valid registration certificate issued by the authorities as above and indicating the category of services and the monetary limit for which they are registered must be submitted by the bidder along with their bids(Technical) without which the bidders will not be entitled for the exemption.

Bidders claiming exemption of tender fee should send their application with all credentials on or before 16.08.2016 to OIL's above office for issue of user ID & Password . Applicant must mention their address & E-mail ID clearly in their application.

- 3.3 All corrigenda, addenda, amendments, time extension, clarification etc. to the tender will be hosted on OIL website only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website to keep themselves updated.

4.0 This tender is invited under **SINGLE STAGE COMPOSITE BID SYSTEM**. The bidder has to submit both “Techno-Commercial Bid” and “Price-Bid” through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal. **The Techno-Commercial bid should contain all technical documents including documents required as per Bid Rejection Criteria(BRC) as per SECTION-VI & a scan copy of Bid Security as per tender requirement and these are to be uploaded under Technical RFx Tab. The rates of various items including all applicable taxes shall be quoted as per “BIDDING FORMAT FOR RATES” provided in APPENDIX-I and to be attached as attachment under the Notes & Attachment Tab. The rates quoted in this BIDDING FORMAT FOR RATES (Appendix-I) will only be considered for evaluation.**

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

Display RFx Response:

Edit | Print Preview | **Technical RFx Response** | Close | Withdr

RFx Response Number 60006452 RFx Number TEST2 Status
RFx Owner WIPRO_TEST1 Total Value 0.00 INR RFx Resp

RFx Information | Items | Notes and Attachments | Conditions

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

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

Service and Delive

Incoter

Status and Statist

Created C

Created B

Last Processed C

Last Processed B

▼ Partners and Delivery Information

Details Send E-Mail Call Clear

Function	Number	Name	Valid fr
The table does not contain any data			

Go to this Tab "Technical RFx Response" for Uploading "Techno-commercial Un-priced Bid".

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

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

Edit RFx Response:

Submit | Read Only | Print Preview | Check | **Technical RFx Response** | Close | Save | Veri

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

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

Area for uploading Techno-Commercial Unpriced Bid*

▼ Notes

Add ▲ Clear

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

▼ Attachments

Sign Attachment Add Attachment Edit Description Versioning ▲ Delete Create Qualification

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

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

Notes :

* The "Techno-Commercial Unpriced Bid" shall contain all techno-commercial details

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

- 5.0 Online Bids should be submitted latest by 11:00 Hrs. (IST) (OIL's e procurement Portal Server Time) on the Bid Closing date of the e-tender . Tender will be opened on the same day at 15:00 Hrs.(IST) at the office of Executive Director (C&P) in the presence of authorized representative of the bidders.
- 5.1 The bid and all uploaded documents must be Digitally signed using **“Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)]** as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 5.2 The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of “Class -3” with Organizations name, the bid will be rejected.
- 5.3 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
- 5.4 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 6.0 To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.
- 7.0 Interested bidders may contact the following person to for any technical clarifications/ site inspection etc. against the tender :
- Mr. D.C.Nath
Dy.CE(Civil)
OIL INDIA LIMITED,
Plot No.19, Sector 16A,Noida.
U.P.- 201301
Contact no. 08826086789
- 8.0 We now look forward to your valuable offer through OIL's e-portal against the tender.
- 9.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(Ms. A. Doley)
Chief Manager Materials
For General Manager (C & P)
For Chairman & Managing Director

(END OF SECTION –I)

SECTION – II

INSTRUCTIONS TO BIDDERS

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

A. BIDDING DOCUMENTS

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

- (a) Covering Note (Section-I) highlighting the following points:
 - (i) Oil India Limited 's Tender No.
 - (ii) Type of Bidding.
 - (iii) Cost of Bid Document.
 - (iv) Bid Closing date and time.
 - (v) Bid Opening date and time .
 - (vi) Address to send application for issue of User ID & Password.
 - (vii) Bid Opening place .
 - (viii) The amount of Bid Security.
 - (x) The amount of Performance Security.
 - (xi) The amount of Retention Money
 - (xii) Duration of Contract.
- (b) Instructions to Bidders (Section -II)
- (c) General Terms & Conditions of Contract (Section -III)
- (d) Special Conditions of Contract (Section - IV)
- (e) Scope of Work (Section - V)
- (f) Bid Rejection Criteria /Bid Evaluation Criteria (BRC/BEC) (Section - VI)
- (g) The Bid Security Form (Section - VII)
- (h) The Performance Security Form (Section - VIII)
- (i) Sample Form of Contract (Section - IX)
- (j) Annexure-I:. BIDDING FORMAT FOR RATES
- (k) Annexure-II : LIST OF AIR CONDITIONERS.
- (l) PROFORMA-I : STATEMENT OF COMPLIANCE
- (m) APPENDIX-I : GENERAL GUIDELINES TO BIDDERS FOR PARTICIPATION IN OIL'S E-PROCUREMENT TENDER.
- (n) APPENDIX-II: Guidelines for Public Procurement Policy for MSEs.

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

3.0 AMENDMENT OF BIDDING DOCUMENTS:

- 3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document through an Addendum/Corrigendum.

- 3.2 **The Amendments to the NIT after its issue will be published on OIL's website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated .**

B. PREPARATION OF BIDS:

4.0 LANGUAGE OF BIDS:

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

5.0 DOCUMENTS COMPRISING THE BID:

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

- (i) All Documentary evidences in accordance with Bid Rejection Criteria (BRC) as per Section-VI of Bid document.
- (ii) A scanned copy of the Bid Security in accordance with para 9.0 below should be uploaded along with the Unpriced bid document. Original Bid Security to be submitted in the tender box available at the office of General Manager(Contract & Purchase), Oil India Limited, Plot No. 19, Sector-16A, Noida(U.P) & it should be put in a sealed envelope, super scribed with e-tender no. and bid closing date. Original Bid Security should reach the above office before Bid Opening date & time.
- (iii) Statement of compliance as per **Proforma-I** of Section –VI.
- (iv) Rates for various jobs as per the Bidding Format for Rates provided in Appendix-I

6.0 Bidders should submit their rates/prices on-line as per the Bidding Format for Rates provided vide **Appendix-I**. Same should be uploaded as attachment to the Bid.

6.1 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that Original Bid Security which is to be submitted in a sealed envelope in the Tender Box located at the office of General Manager(C&P) must be submitted on or before the bid closing date and time failing which the offer shall be rejected.

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

7.1 All duties and taxes, corporate income taxes, and other levies payable by the Contractor under the Contract for which this Bid Document is being issued, shall be included in the quoted prices and total prices submitted by the bidder. Applicable Taxes should be shown separately in the bidding format.

Evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

8.1 These are listed in Bid Rejection Criteria vide Section – VI

9.0 **BID SECURITY:**

Bidder shall furnish as part of its bid, Bid Security for the amount as specified in the "Covering Note".

9.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture of the Bid security, pursuant to sub-para 9.7 below.

9.2 All the bids must be accompanied by Bid Security in ORIGINAL for the amount as mentioned in the Bid document and shall be in any one of the following forms :

a) A Bank Guarantee in the prescribed format issued from any scheduled Indian Bank or any Branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank only will be acceptable.

Bank Guarantee issued by banks in India should be on non-judicial stamp paper/Franching receipt of requisite value as per Indian Stamp Act ,purchased in the name of the Banker or the bidder.

Bank Guarantee shall be valid for 90 days beyond the validity of the bids specified in the Bid document.

Bank guarantee with any condition other than those mentioned in OIL's prescribed format shall not be accepted and bids submitted by bidders with such Bank guarantee will be liable for rejection.

Bank Guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Noida or alternatively at Delhi.

b) A Cashier's Cheque or Demand Draft with validity of minimum 90 days or as per RBI's guidelines, drawn on "Oil India Limited" and payable at Noida.

c) Online direct deposit of Bid security amount in OIL's bank account through e-procurement portal in case of e-tender.

(Note: In case of online submission of Bid security by bidder, the amount will be refunded only after adjusting bank charges, if any. The bank charges will be to bidder's account. However, the of Bid Security will be governed by the terms and conditions of the Bid document).

9.3 Any Bid not accompanied by a proper bid security in accordance with above-mentioned sub-clauses 9.1 & 9.2, shall be rejected outright by the Company as non-responsive without any further reference.

9.4 Bid Security will be discharged after finalization of the tender.

9.5 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing valid and proper Performance Security to OIL as per the contract. Successful bidder will however, ensure validity of the Bid Security till such time the Performance Security in conformity to relevant clause of tender is furnished.

9.6 The Bid Security shall be forfeited:

- (a) If a Bidder withdraws their Bid during the period of bid validity (including any subsequent extension) specified by the Bidder or any extensions thereof agreed to by the bidder, and / or
- (b) If the bidder having been notified of the acceptance of their bid by Company during the validity period of the bid including extension agreed to by the bidder:
 - i) Fails or refuses to accept LOA/contracts and /or
 - ii) Fails or refuses to furnish Performance Security.
- (c) If a bidder furnishes fraudulent document/information in their bid and subsequent clarification against the tender/contracts.

9.7 The scan copy of the original Bid Security in the form of either bank guarantee or Cashier's cheque or Demand Draft shall be uploaded by the bidder along with the Technical Bid in the "Technical RFx Response" of OIL's e-portal. The original Bid Security shall be submitted by bidder in a sealed envelope & must drop in the Tender Box, placed at the office of General Manager(Contract & Purchase), Oil India Limited, Corporate Office, Plot No. 19, Sector-16A, Noida on or before 11:00Hrs on the Bid closing date, failing which the bid shall be rejected outright. Tender No. & Bid Closing date & Name of bidder must be written on the envelope containing the Bid Security for proper identification.

9.8 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(Two) years.

9.10 Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission on the amount of Bid Security.

9.11 The bidder shall extend the validity of the Bid Security, if and when specifically advised by OIL, at the bidder's cost.

9.12 If it is found that a Bidder has furnished fraudulent document/ informations, the Bid Security shall be forfeited and the party will be debarred for a period of 3 (Three) years from the date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.

9.13 In case any Bid security in the form of Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders for the period to be decided by Company.

9.14 In case a bidder does not accept the LOA/Contract issued within the validity of their offer, the Bid security shall be forfeited and the party shall be debarred for a period of 2(Two) years.

9.15 The Bank guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone number.

9.16 EXEMPTION OF BID SECURITY :

Central Govt. departments, Central Public Sector undertakings are exempted from submitting Bid security. Bidders registered with MSE units which are themselves registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation(NSIC) or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are also exempted from submitting Bid Security irrespective of monetary limit mentioned in their registration certificate provided they are registered for the same item/services for which tender has been invited and provided they submit offer for their own product/services. However, the valid registration certificate issued by the authorities as above and indicating the category of services and the monetary limit for which they are registered must be submitted by the bidder along with their bids(Technical) without which the bidders will not be entitled for the exemption.

10.0 PERIOD OF VALIDITY OF BIDS:

- 10.1 Bids shall remain valid for 90 days after the date of Bid Opening prescribed by the Company.
- 10.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid but shall arrange suitable validity extension of their bid security provided under para 9.0 above.

11.0 FORMAT AND SIGNING OF BID :

- 11.1 The bid and all uploaded documents must be Digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 11.2 The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of “Class -3” with Organizations name, the bid will be rejected.
 - 11.2.1 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
 - 11.2.1 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 11.3 The bid should contain no interlineations, correcting fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person(s) signing the bid. Any bid not meeting this requirement shall be liable for rejection.

C. SUBMISSION OF BIDS:

12.0 UPLOADING OF BIDS IN THE SYSTEM :

- 12.1 This tender is invited under **SINGLE STAGE COMPOSITE BID SYSTEM**. Bidders are required to submit their bids through electronic format in OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Detailed guidelines to bidders for participating in OIL's e-procurement tenders are given in website. Please ensure that **ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER** are uploaded in **Technical RFX Response link** only. Details of prices as per Bidding Format for Rates i.e Price-bid can be uploaded as Attachment in the attachment link under “ **Notes and Attachments**”. A screen shot in this regard is given below. However, we request bidders to go through OIL's e-procurement portal/Website before uploading their bids for updated information regarding participation requirements and procedures for OIL's e-tenders. A screen shot in this regard is given in Para 5.0 of Section-I. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Section-VI.
- 12.2 All the conditions of the contract to be placed with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **PROFORMA-I** of Section VI.
- 12.3 Timely submission of the bids is the responsibility of the Bidders. Bidders should submit their bid on-line before Bid Closing date and time of the tender.
- 12.4 Bids other than submitted through OIL's e-tender portal shall not be accepted.

13.0 DEADLINE FOR SUBMISSION OF BIDS :

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

14.0 MODIFICATION AND WITHDRAWAL OF BIDS :

- 14.1 The Bidder, after submission of bid, may modify or withdraw its bid prior to bid closing, if considered inevitable.
- 14.2 No bid can be modified subsequent to the deadline for submission of bids. Post tender modification(s) of bid by any bidder within the period of its bid validity will lead to rejection of such offer and forfeiture of bidder's Bid Security in full. Such modification (s) may also call for debarment of the bidder.
- 14.3 Bidder can delete their original bid and upload again their correct/revised bids within the stipulated bid closing date and time. However, such corrections/ revisions/resubmission of bids including last minute decision by Bidders shall be solely on bidders' risk and responsibility. Company shall not assume any liability in this regard.
- 15.0 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the bidder on the Bid document. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid security.

16.0 **BID OPENING AND EVALUATION:**

- 16.1 Company will open the Bids, including submission(s) made pursuant to para 14.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Note. However, the Bidder's representative must produce an authorization letter from the bidder at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the opening of tenders. Only one representative against each bid will be allowed to attend.
- 16.2 Bid (if any) which are withdrawn prior to bid closing date shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.
- 16.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, quoted prices and such other details as the Company may consider appropriate.
- 16.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-para 16.2.
- 16.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 16.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these paragraphs, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 16.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 16.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 17.0 Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the bid closing date and/or time.
- 17.1 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price(that is obtained by multiplying unit price and quantity), the unit price shall prevail and the total price shall be corrected accordingly. If any bidder does not accept the correction of errors, his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

18.0 **EVALUATION AND COMPARISON OF BIDS :**

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

19.0 **CONTACTING THE COMPANY :**

19.1 Except as otherwise provided in para 14.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide para 16.5.

19.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in rejection of their bid.

D. AWARD OF CONTRACT

20.0 **AWARD CRITERIA:**

20.1 The Company will award the Contract to the Contractor whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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

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

22.0 **NOTIFICATION OF AWARD:**

22.1 Prior to expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder(s) in writing by registered letter / courier or by fax (to be confirmed in writing by registered / courier letter) that his bid has been accepted.

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

23.0 **SIGNING OF CONTRACT:**

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

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

24.0 **PERFORMANCE SECURITY :**

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

- 24.2 The performance security specified above must be valid for six (06) months beyond the expiry date of the contract to cover any obligation and to lodge claim, if any. The same will be discharged by Company after the validity period of the performance security. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover the contract value for the extended period and also to extend the validity of the performance security accordingly.
- 24.3 Failure of the successful bidder to comply with the requirements of para 23.1 to 24.1 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event, the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.
- 24.4 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.
- 24.5 The Performance Security will not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Performance Security.
- 24.6 The Bank Guarantee issued by a bank amongst other
- 24.7 If it is found that a Bidder has furnished fraudulent document/informations the Performance Security shall be forfeited and the party will be debarred for a period of 3 (Three) years from the date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.

25.0 **PENALTY :**

- i) The problem/fault will be communicated over telephone also to the contractor. The contractor shall depute his persons immediately after receiving the complaint to attend the problem. If faulty AC unit can not be repaired within 48 hours for faults, penalty charges @Rs.200/- per day shall be imposed subject to a maximum of Rs.1400/- per machine in each case.
- ii) In case AC is taken to workshop, the contractor has to provide services for repair and installation of the same within 3/4 days otherwise penalty charges @ Rs 200 per day shall be imposed subject to maximum of Rs 1400.00. However, due to some unavoidable reasons / criticality, the contractor may be allowed to take more than 3/4 days in workshop subject to the approval of EIC.

26.0 **PAYMENT TERMS:**

The payment to the Contractor shall be made on quarterly basis at the end of each quarter subject to receipt of respective service reports. No advance payment will be made by OIL.

Payment shall be released within 30 days from the date of receipt of the bill, if found to be in order, after deducting applicable taxes or any other statutory deductions as applicable, penalty, liquidated damage etc., if any.

27.0 TERMINATION OF CONTRACT:

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

28.0 ADDITION AND DELETION OF AIR CONDITIONERS FROM THE SCOPE OF WORK:

The quantities of Air Conditioners (both window and split) presently available are shown in Annexure-I of the tender document. This may be increased/ decreased . The company reserves the right to exclude/include any number of Air Conditioners of similar specification/type within the scope of the work. It will be obligatory on the part of the Contractor to accept the same and carry out the assigned job at the same rates, terms and conditions.

(END OF SECTION –I I)

SECTION –III

GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS:

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

- 1.1 'Contract' means the terms and conditions contained in the document entitled “ **COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR VARIOUS WINDOW AND SPLIT AIR CONDITIONERS INSTALLED AT VARIOUS PREMISES OF OIL INDIA LIMITED IN NOIDA AND NEW DELHI**” attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 'Contractor' means the individual or firm or body incorporated performing the work under this contract.
- 1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 The 'Work' means each and every activities required for the successful performance of the services described under this contract.
- 1.5 Here 'Operating Area' means **VARIOUS PREMISES OF OIL INDIA LIMITED IN NOIDA AND NEW DELHI .**
- 1.6 'Site' means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.7 'Contract Price' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.8 'Company's Items' means the equipment, materials and services which are to be provided by Company/Contractor at the expense of Company.
- 1.9 'Contractor's Items' means the equipment, materials and services which are to be provided by Contractor/Company at the expense of the Contractor.
- 1.10 'Commencement Date' means the date on which the Contractor starts work as per the scope of work of the Contract.
- 1.11 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 1.12 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

2.0 **DATE OF COMMENCEMENT & DURATION OF CONTRACT :**

2.1 Date of commencement of the contract shall be notified in the Letter of Award(LOA).

2.2 Duration of the contract is for a period of 2(Two) years with a provision for extension for another 1(one) year at the same rate ,terms and conditions at the option of OIL.

3.0 **CONTRACTOR'S PERSONNEL :**

3.1 Contractor's Personnel - Contractor warrants that it shall provide all manpower for the necessary operations, supervision and execution of all works under this Contract to Company's satisfaction. The personnel to be deployed by the Contractor must be competent and sufficiently experienced to perform the works correctly and efficiently except where otherwise stated.

3.2 Except as otherwise hereinafter provided, the selection, replacement and remuneration of Contractor's personnel shall be determined by the Contractor. Such employees shall be the employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient.

3.3 Replacement of Contractor's Personnel- Contractor will immediately remove and replace any of the Contractor's personnel, who in the opinion of Company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by Company to be undesirable.

4.0 **GENERAL OBLIGATIONS OF CONTRACTOR:**

4.1 It is expressly understood that Contractor is an independent entity and that neither it nor its employees and its sub-contractors, if any are employees or agents of Company. Company is authorised to designate its representative, who shall at all time have access to the related equipment and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative for the time being at site as being in-charge of all Company's and Company designated personnel at site. The Company's representative may, amongst other duties, observe, test, check the work performed by Contractor.

4.2 Compliance with Company's Instructions: Contractor shall comply with all instructions of Company consistent with the provision of this Contract and perform the works described in the Terms of reference/Scope of Work.

4.3 Contractor shall perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for successful and timely execution of the work.

4.4 Contractor shall be deemed to have satisfied itself before submitting its bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided herein, cover all its obligations under the contract.

4.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

5.0 **GENERAL OBLIGATIONS OF COMPANY:**

5.1 Company shall, in accordance with and subject to the terms and conditions of the Contract, pay Contractor for its full and proper performance of obligations as per provision of this contract.

5.2 Allow Contractor and its employees to access, subject to normal security and safety procedures, to all areas of Company as required for orderly performance of the work.

6.0 **PAYMENT TERMS**

The payment to the Contractor shall be made on quarterly basis at the end of each quarter subject to receipt of respective service reports. No advance payment will be made by OIL.

7.0 **LIQUIDATED DAMAGES:**

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

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

8.0 **TAXES AND DUTIES:**

8.1 All taxes whether Corporate or Personnel or any other tax including Service Tax will have to be borne by the Contractor. The Contractor will assume all responsibilities in this regard. However, the Company will deduct income tax at source as per Indian Income Tax Act and other taxes as applicable under law.

8.2 The Company will not bear any responsibility nor reimburse any amount in case of duties/taxes actually levied exceeds those taken in to account by the Contractor for preparation of priced bid. Nothing in this contract shall relieve the Contractor from its responsibility to pay any tax/duty that may be levied on profits made by him in respect of the contract. The Contractor shall comply with Indian Income Tax Acts, Rules and Labour Laws framed by Central or State Government from time to time with respect to supply of manpower/sub-contractor or other contracts awarded to other parties.

8.3 Duties and taxes on purchases made by contractor shall entirely be borne by the Contractor. The Company will not bear any responsibility on such purchases.

8.4 Tax levied as per the provisions of tax rules on income derived under this contract will be to Contractor's account.

8.5 Taxes will be deducted at source from all payments released to the Contractor, at specified rates of income tax as per provisions of Indian Tax Act.

8.6 Contractor shall be responsible for and pay the personnel taxes, if any, for all the personnel deployed.

- 8.7 The Contractor shall furnish the Company, if and when called upon to do, the relevant statements of accounts or any other information pertaining to work done under this contract for submitting the same to Tax Authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated period as per the provisions of the Indian Income tax Act. Company will not assume any responsibility whatsoever towards consequences of non-compliance to above.
- 8.8 The Contractor will arrange tax audit by competent audit firm as per the provision of Indian Tax Laws and submit a copy of the tax audit report to the Company, if and when asked.
- 8.9 Prior to start of operation under this contract, the Contractor shall furnish the Company all necessary documents, as asked for.
- 8.10 Corporate and personnel taxes on Contractor and their sub-contractor shall be the liabilities of the Contractor and Company shall not be responsible on this account.
- 8.11 All local taxes, levies and duties, sales tax, octroi, excise duty etc. on purchases/sales by the Contractor, its sub-contractor and agents shall be borne by the Contractor.
- 9.0 **SUBSEQUENTLY ENACTED LAWS :**
Subsequent to the date of issue of letter of intent/award of Contract, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the Company/Contractor shall reimburse/pay Contractor/Company for such additional /reduced costs actually incurred.
- 10.0 **USE OF COMPANY'S EQUIPMENT:**
- 10.1 Contractor shall assume the risk of and shall be solely responsible for damage to and loss or destruction of materials and equipment or supplies furnished by Company. In case there is a loss or damage to the company's equipment for causes attributable to contractor, the contractor shall compensate the company.
- 11.0 **WAIVERS AND AMENDMENTS :**
It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.
- 12.0 **CONFIDENTIALITY:**
- 12.1 Contractor agrees to be bound by professional secrecy and undertakes to keep confidential any information obtained during the conduct of services and to take all reasonable steps to ensure that Contractor's personnel likewise keep such information confidential.
- 12.2 This obligation shall be kept in force even after the termination date and until such information will be disclosed by Company.
- 13.0 **NOTICES:**
- 13.1 Any notice given by one party to other, pursuant to the Contract shall be sent in writing or by Fax or E-mail and confirmed in writing to the applicable address specified below :

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

CONTRACTOR

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

14.0 **HEADINGS:**

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

15.0 **ASSIGNMENT AND SUB – LETTING:**

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

16.0 **FORCE MAJEURE :**

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

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

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

17.0 **SET OFF:**

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

18.0 **ARBITRATION :**

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

19.0 **LIABILITY :**

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

19.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and / or of its Contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

19.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

19.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its under writers to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the contractor and of its contractors, subcontractors and / or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

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

19.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of contractor and/or its servants, agents, nominees, assignees, contractors and subcontractors Company shall protect, defend indemnify and hold harmless contractor from and against such liabilities and any suit, claim or expense resulting therefrom.

19.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of Company and/or its contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

19.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servant, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the Company and of its contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

20.0 EMPLOYMENT OF OFFICIAL/PERSONNEL OF THE COMPANY

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

21.0 STATUTORY VARIATION:

Any statutory variation (increase/decrease) in the rate of any statutory levy after the closing date of tenders/revised priced bid, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence.

(END OF SECTION - III)

SECTION - IV
SPECIAL TERMS AND CONDITIONS

- a) The contractor shall carry out the job through trained / experienced/ competent technicians.
- b)The Contractor shall not sublet the contract to another party.
- c) Before the starting of the contract, the contractor is required to submit the joint inspection report with regard to the deficiencies / discrepancies (if any) in the machines.
- d) The Contractor shall attach job card on each and every AC and shall provide weekly work report through mail or hard copy.
- e) The contractor shall deploy two AC technicians with 5 years experience at OIL House between 0900 hrs to 1800 hrs on all days except Sunday who shall co-ordinate and attend the jobs allocated to them, receive instructions, corresponding letters, etc from Engineer-In-Charge and ensure satisfactory performance of services.
- f) Contractor shall arrange tools required for maintenance, OIL will not be responsible for supply of any tools.
- g) The contractor shall hand-over a list of persons engaged for repair & maintenance of air-conditioner. OIL shall not allow or permit any person other than the Contractor's authorized technician to carry out any work.
- h) Any complaint lodged / informed shall be attended to on the same day. However , in the case of urgent complaint the contractor has to provide service technician round the clock to rectify the problem.
- i) Repairing work shall have to be carried out at site to the extent possible except the repairs of the compressors which might require workshop facility.
- j) The contractor shall make its own necessary arrangements for transportation and accommodation for its persons deployed for the services of the contract so that they the complaint at any time.
- k) In case , the company considers presence of any persons, engaged by the contractor for execution of the service contract, undesirable for security and other reasons (mis-behaviour or cause of any nuisance), the Contractor shall be required to take immediate appropriate necessary action for removal of such persons from site.
- l) The Contractor shall be responsible for the safety of its persons / employees being the employer under the Works men Compensation Act 1923 or any other Law applicable there and OIL will not be held responsible in case of any accident to the employee(s) of Contractor, during any repair / maintenance job etc. what so ever.
- m) The Contractor shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking shall be permitted outside the living quarters, and welding jobs will be carried out with full safety precautions.

- n) 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 shall take all necessary emergency control steps to avoid such abnormal situations.
- o) Transportation of defective Air-conditioners to contractor's workshop (as and when if required) and repaired air-conditioners from contractor's workshop to site shall be contractor's responsibility and at his cost.
- p) The Contractor shall have to provide service units as replacement during the period of repairing of the Air-conditioners.
- q) The contractor must keep the telephones and mobile phones in working condition. All technicians also must have mobile facility for fast & prompt communication.
- r) The quantities of Air Conditioners (both window and split) shown in Annexure-I of the tender document may be increased/ decreased . The company reserves the right to exclude/include any number of Air Conditioners of similar specification/type within the scope of the work. It will be obligatory on the part of the Contractor to accept the same and carry out the assigned job at the same rates, terms and conditions.

(END OF SECTION - IV)

SECTION – V

SCOPE OF WORK

A. SCOPE OF WORK UNDER COMPREHENSIVE MAINTENANCE SERVICE CONTRACT :

- i) The Scope of work covers maintenance of various types of air-conditioners installed at various locations of OIL in NCR/New Delhi. Details of Air Conditioners presently available are enclosed vide Annexure-II.
- ii) Annual Maintenance Contract (AMC) covers supply and refilling of refrigerant, repair/replacement of all defective spares including PCB, Contractor, Starter kit (running/starting capacitor, relay), cooling coil repairing, gas charging, drain pipe, fan motor, blower strip, capillary, filter set, suction valve/discharge valve for outdoor unit, thermostat, PCB unit sensor, fan for condensor, transportation of defective air-conditioner and shifting and re-installation of AC if required.
- iii) The Contractor should carry out schedule preventive maintenance of all the AC units. The preventive maintenance should be carried out beyond normal working hours without disturbing office personnel. Preventive maintenance should be made on quarterly basis at the end of each quarter. The service will cover the following :
 - (a) Cleaning of blower and condenser fan
 - (b) Oiling of the motor bushings
 - (c) Checking the cooling efficiency
 - (d) Cleaning / replacement of air filter etc.
 - (e) Cleaning of grills

B. EXCLUSIONS FROM SCOPE OF COMPREHENSIVE MAINTENANCE SERVICE CONTRACT :

Replacement of equipment/spares such as Compressor, Condenser, Cooling Coil, Stabilizer, remote, Cable, Copper Pipes (5/8" & 3/8") & Stand for Out door Unit are on chargeable basis. The contractor will have to provide documentary evidence of any replacement of parts etc to the satisfaction of OIL. Proof of MRP is to be provided and the same will be reimbursed by OIL, if found undisputed.

C. ADDITION AND DELETION OF AIR CONDITIONERS FROM THE SCOPE OF WORK:

The quantities of Air Conditioners (both window and split) presently available are shown in Annexure-I of the tender document. This may be increased/decreased. The company reserves the right to exclude/include any number of Air Conditioners of similar specification/type within the scope of the work. It will be obligatory on the part of the Contractor to accept the same and carry out the assigned job at the same rates, terms and conditions.

(END OF SECTION – V)

SECTION – VI

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

(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 bid will be considered as non-responsive and rejected. All documents related to BRC must be submitted along with the Bid.

1.1 Average Annual Financial Turnover of the company for the last three accounting years should be at least Rs. 3.31 Lakhs.

1.2 The bidder should have experience of successfully completing similar nature of works i.e. AMC for repair & maintenance of window & split air conditioners in PSUS/Central Govt/State Govt. Organisations or in any reputed private organizations, during the last 7(seven) years ending 30.06.2016, of value either of the following:

i. Three similar completed works, each costing not less than Rs. 4.41 lakhs.

OR

ii. Two similar completed works, each costing not less than Rs 5.51 lakhs.

OR

iii. One similar completed work ,costing not less than Rs 8.82 lakhs.

Notes:

a) **SIMILAR WORKS : Similar works mean to carry** AMC for repair & maintenance of window & split air conditioners in PSUS/Central Govt/State Govt. Organisations or in any reputed private organizations.

b). Bids should be accompanied by adequate documentary evidences in proof of the above mentioned experience and Annual Turnover criteria. OIL reserves the right to cross check the documents from the issuing department. Following documents must be submitted along with the bid :

Proof of Annual Turnover :

(i) All documents in support of meeting financial turnover must be duly certified by a practicing Chartered/Cost Accountants' firm. Otherwise the offer of the bidder will be rejected.

(ii) **Proof of requisite experience** : Bidders must submit the following documents along with their bid, otherwise their bid will be rejected :

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

ii) Completion certificate showing Contract no., description of job/service, Gross value of the job/services, duration of the contract and date of completion of the contract.

- 1.4 Bidders must quote their offer in accordance with the Bidding Format for Rates provided in Appendix-I in the Bid documents. Rates received in any other format will be rejected.
- 1.5 Bid must be valid for 90 days from the scheduled Bid Closing date. Bids with inadequate validity will be rejected.
- 1.6 Bidders shall furnish the “Bid Security” for the amount as specified in the tender document. Any Bid not accompanied by Bid Security will be rejected. Bid Security ,if furnished in the form of Bank Guarantee ,then the Bank Guarantee must be valid for a period of 120 days from the scheduled Bid Closing date. Otherwise, the bid shall be rejected.
- 1.7 Offers received in any form, other than through OIL’s e-portal will be rejected.
- 1.8 Any Bid containing false statement shall be rejected.
- 1.9 Any Bid received by Company after the deadline for submission of Bids prescribed herein will be rejected.
- 1.10 The rate quoted by Bidders must be held firm during the term of the contract and not be subjected to any variation except as per the provisions of the contract. Bids with adjustable price terms will be rejected.
- 1.11 There must be no exception to the following Clauses including sub-clauses, as applicable, otherwise the Bid will be rejected.

- Performance Security Clause	- Termination Clause
- Tax Liability Clause	- Arbitration Clause
- Force Majeure Clause	- Liquidated Damage Clause
- 1.12 No deviation or exception will be accepted in the clauses covered under BRC/BEC.
- 1.13 Unsolicited bids will be rejected straightway.

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

2.0 BID EVALUATION CRITERIA (BEC)

- 2.1 Bids will be technically evaluated as per the requirements and specifications of the Bid Document. The bid should meet the specifications and other requirements given in the Bid Document.
- 2.2 Bids conforming to the technical specifications and terms and conditions stipulated in the tender document and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation and to determine the lowest bidder.
- 2.3 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Comparison of offers will be done on total evaluated cost on the basis of rates quoted in the Bidding Format.
- 2.4 In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.
- 2.5 Similarly, in the event of discrepancy between words and quoted figure, words will prevail.
- 2.6 Any additional information, terms or conditions included in the online Bid will not be considered by OIL for evaluating the tender.

PROFORMA-I

STATEMENT OF COMPLIANCE

(Only exceptions/deviations to be rendered)

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

(Authorised Signatory)

Name of the bidder_____

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/ deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their technical bids. If the proforma is left blank or not submitted, then it would be construed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

(END OF SECTION - VI)

SECTION – VII

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder)_____ (hereinafter called "the Bidder") has submitted his bid dated (Date) _____ for the provision of House keeping Services (hereinafter called "the Bid").

WE KNOW ALL MEN by these presents that We (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto Oil India Ltd (hereinafter called "Company" in the sum of (_____) * for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the Bank this _____ day of _____, 2016.

THE CONDITIONS of this obligation are:

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

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

This guarantee will remain in force up-to and including the date (date of expiry of bank guarantee should be minimum 90 days beyond the validity of the bid) any demands in respect thereof should not reach the bank not later than the above date.

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

Date :

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

(END OF SECTION-VII)

SECTION – VIII

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

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

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

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

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

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

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

This guarantee is valid until the date (.....) 90 days after Contract completion.

SIGNATURE & SEAL OF THE GUARANTOR

Name of Bank

Address

Date

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

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

(END OF SECTION-VIII)

SECTION – IX

SAMPLE FORM OF CONTRACT

THIS AGGREEMENT is made on the day of..... 2016, between (Name of Company)- _____ of (Mailing address of Company) _____, hereinafter called "the Company", of the one part and (Name of Contractor) _____ (hereinafter called "the Contractor") of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

SIGNED, SEALED AND DELIVERED.

By the said Name_____

On behalf of the Contractor
in the presence of:

(END OF SECTION - IX)

BIDDING FORMAT FOR RATES**A. Providing service for maintenance & checking of A/cs:**

Sl. No	Item Description	Unit	Quantity	Rate per month. (Rs.)	Total charges for 24 months (Rs.)
1.	Providing service for day to maintenance, weekly/monthly filter cleaning and checking of all Air Conditioners installed in OIL offices as per standard guidelines on all days between 0900 hrs to 1800 hrs at OIL House, Plot No.19, Sector-16A, Noida and Residential Complex, Sector-15A, Noida and also Residences of Directors and CMD at Delhi/Noida by deploying services of 02 (Two) AC technicians (Excluding Sundays) for 2(Two) years.	Per Month	24		
Service Tax, if any					
Total including Service Tax (A) (Rs.)					

B. Comprehensive Maintenance Charges for 2(Two) years :

Sl. No	Item Description	Unit	Quantity	Rate per year per A/C. (In Rs.)	Total for 2 year (In Rs.)
1.	Comprehensive Maintenance Charges for 1.5 to 2 Tons Window Air Conditioners for 2(Two) years. Under Comprehensive Maintenance following items are to be supplied: PCB, contractor, starter kit(running capacitor, starting capacitor, relay),cooling coil repairing, gas charging, drain pipe, fan motor, blower strip, capillary, filter set, suction valve/discharge valve for outdoor unit, thermostat, PCB, unit sensor, fan for condenser etc.	Nos.	19		
2.	Comprehensive Maintenance Charges for 1.5 to 2 Tons Split Air Conditioners for 2(Two) years.Under Comprehensive Maintenance following items are to be supplied: PCB, contractor, starter kit(running capacitor, starting capacitor, relay),cooling coil repairing, gas charging, drain pipe, fan motor, blower strip, capillary, filter set, suction valve/discharge valve for outdoor unit, thermostat, PCB, unit sensor, fan for condenser etc.	Nos.	114		
Service Taxes, if any					
Total including Service Tax (A) (Rs.)					

BIDDING FORMAT FOR RATES**ANNEXURE-I****(Page 2 of 2)****C. Charges for Shifting and re-installation of Air Conditioners :**

Sl. No.	Item	Unit	Quantity	Rate per A/C. (In Rs.)	Total charges (In Rs.)
1.	Charges for Shifting & re-installation of Air Conditioners from one room/place to another room/place in the same premises/location for 2(Two) years.				
	a) Window A/C	Nos.	30 (Approx.)		
	b) Split A/C.	Nos.	30 (Approx.)		
2.	Charges for shifting & re-installation of Air Conditioners from one premises/office/location to another premises/office/location for 2(Two) years.				
	a) Window A/C	Nos.	30 (Approx.)		
	b) Split A/C.	Nos.	30 (Approx.)		
Service Tax, if any					
Total including taxes (A) (Rs.)					

D. Spare parts : Payment of spare parts will be made on MRP only.

(a) The Contractor will have to provide documentary evidence of any replacement of parts etc. to the satisfaction of OIL. Any replacement of parts will be as the instruction of OIL's authorized personnel only.

(b) Proof of MRP is to be provided and the same will be reimbursed by OIL, if found undisputed.

NOTES:

1. Evaluation will be on the basis of Grand Total including taxes value. Grand total including taxes must be inclusive of all taxes, statutory levies, duties, out of pocket expenses, transportation cost etc. No other payment except for spare parts will be made.

2. Above mentioned quantities are approximate and for Bid evaluation purpose only. Actual requirement may differ from the above and payment will be made on actual basis.

ANNEXURE-II

LIST OF AIR CONDITIONERS

Sl. No.	LOCATION	Quantity	Capacity
	SPLIT UNITS		
1	M-125, GF, Greater Kailash-II, New Delhi	5	1.5 Ton
2	M-125, FF, Greater Kailash-II, New Delhi	5	1.5 / 1.8 Ton
3	S-48, Greater Kailash-II, FF, New Delhi	4	1.5 T/ 2 Ton
4	B-12, AGV, New Delhi	6	1.5 / 1.8Ton
5	S-1/523, AGV, New Delhi	4	1.5 / 1.8 Ton
6	S-1/517-522, AGV, New Delhi	8	1.5 / 1.8 Ton
7	S-1/393, GK-II, First Floor	4	1.5 Ton
8	CMD's Residence	7	1.5 Ton
9	D(O)'s Residence	5	1.5 Ton
10	D(E&D)'s Residence	5	1.5 Ton
11	CVO's Residence	5	1.5 Ton
12	Flat No.73, Sector-15A, Noida	1	1.5 Ton
13	Flat No.74, Sector-15A, Noida Holiday Home	2	1.5 Ton
14	Flat No.75, Sector-15A, Noida	1	1.5 Ton
15	Flat No.84, Sector-15A, Noida	1	1.5 Ton
16	Flat No.89, Sector-15A, Noida	2	1.5 / 2 Ton
17	Flat No.90, Sector-15A, Noida	3	1.5 / 2 Ton
18	Flat No.92, Sector-15A, Noida	1	1.5 Ton
19	Flat No.97, Sector-15A, Noida	1	1.5 Ton
20	Flat No.98, Sector-15A, Noida	1	1.5 Ton
21	Flat No.105, Sector-15A, Noida	1	1.5 Ton
22	Flat No.111, Sector-15A, Noida	2	1.5 Ton
23	OIL Residencial Compex, Auditorium, NOIDA	6	1.5 / 2 Ton
24	OIL House, Sector-16A, NOIDA	34	1.5 /1.8/2 Ton
	Total	114	
	WINDOW UNITS		
1	S-48, Greater Kailash-II, New Delhi	1	1.5 Ton
2	B-12, AGV, New Delhi	2	1.5 Ton
3	S-1/-517-522, AGV, New Delhi	1	1.5 Ton
4	S-1/523, AGV, New Delhi	4	1.5 Ton
5	B1/12, Hauz Khas, New Delhi, Holiday Home	3	1.5 Ton
6	Flat No.74, Holiday Home, Sector-15A	4	1.5 Ton
7	Flat No.75, OIL RC, Sector-15A, NOIDA	1	1.5 Ton
8	Flat No.89, OIL RC, Sector-15A, Disang Club	2	1.5 Ton
9	Flat No.90, OIL RC, Sector-15A. Disang Club	1	1.5 Ton
	Total	19	

APPENDIX- I

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

Bid invitations (Tenders)

The details of e-Procurement tenders can be accessed from our e-Procurement site. <https://etender.srm.oilindia.in/irj/portal>

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

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

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

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

Bidders should have a legally valid Class 3 digital certificate with Organizations Name as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

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

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

Instructions for obtaining Digital Certificate

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

Steps for obtaining Digital Certificate

Visit the site of the licensed CA using internet browser.

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

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

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

Links to some licensed CA's are provided below

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

Technical Settings

1. **Web Browser Supported:** Microsoft IE Ver 6.0 or higher recommended
2. **Java:** To view some of the components, you need to install Java Internet component JDK 5.0 from <http://java.sun.com/javase/downloads/index.jsp>
3. **Proxy:** If you are unable to access OIL e-Procurement site or Bid Documents, check if you are using proxy to connect to internet or if your PC is behind any firewall. Contact your system administrator to

enable connectivity. Please note that standard Port for HTTPS (443) connectivity should be enabled on your proxy/firewall. Dial-up internet connectivity without Proxy settings is another option.

4. **Pop-ups:** Pop-ups should be enabled on OIL e-Procurement URL and Bid Documents URLs. This is required to view tender documents.
5. **Recommended Screen Resolution:** 1024 by 768 pixels.
6. **Internet Speeds:** If you are experiencing slow connectivity to OIL e-Procurement, then contact your system administrator/ISP provider for desirable speeds.
7. **Active-x controls:** Maintain the settings as described in Internet Explorer settings document to enable digital signature signing and verification.

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

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

(END OF APPENDIX-I)

APPENDIX - II

Guidelines for Public Procurement Policy for Micro and Small Enterprises (MSEs):

Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises.

The Public Procurement Policy shall apply to Micro and Small Enterprises registered with:

- (i) District Industries Centers or
- (ii) Khadi and Village Industries Commission or
- (iii) Khadi and Village Industries Board or
- (iv) Coir Board or
- (v) National Small Industries Corporation or
- (vi) Directorate of Handicrafts and Handloom or
- (vii) Any other body specified by Ministry of Micro, Small and Medium Enterprises

2.0 Classification of Micro, Small and Medium Enterprises (MSME) for supply of Goods :

In the case of the enterprises engaged in the manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act, 1951, as:

(a) A Micro enterprise, where the investment in plant and machinery does not exceed twenty five lakh rupees.

(b) A Small enterprise, where the investment in plant and machinery is more than twenty five lakh rupees but does not exceed five crore rupees.

(c) A Medium enterprise, where the investment in plant and machinery is more than five crore rupees but does not exceed ten crore rupees.

2.1 The MSEs owned by SC/ST entrepreneurs shall mean:

- a) In case of Proprietary MSE, proprietor(s) shall be SC/ST.
- b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
- c) In case of Private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

3.0 Benefits to Micro and Small Enterprises :

i) Exemption from payment of Tender Fee :

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 are exempted from payment of tender fee irrespective of monetary limit mentioned in their registration certificate provided they furnish documentary evidence that they are registered for the items they intend to quote against OIL tenders.

ii) Exemption from submission of Earnest Money/Bid Security :

MSEs (and not their dealers/distributors) 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 are exempted from submission of Bid Security/Earnest Money provided they are registered for the items they intend to quote.

4.0 Documents Required to be submitted by MSEs :

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 shall submit copy of valid Registration Certificate for the items they intend to quote along with the bid. 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.

5.0 Performance Security : Micro and Small Enterprises registered with District Industry Centres 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 however, should note that Performance Security shall be required to be submitted by them for orders/contracts placed by OIL on them.

6.0 Purchase Preference to Micro and Small Enterprises:

Purchase preference to Micro and Small Enterprises registered with District Industry Centres 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 allowed to supply bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply 100% of tendered value at the L1 price.

A target of 4% out of 100% has been earmarked for procurement from MSEs owned by the SC or ST entrepreneurs. Provided that, in event of failure of such MSEs to participate in tender process or meet tender requirement and L-1 price, 4% earmarked for MSEs owned by SC or ST entrepreneurs shall be met from other MSEs.

In case of more than one such MSE qualifying for 15% purchase preference, the 100% supply shall be shared equally amongst such MSEs. However, in the opinion of OIL if tendered items are non-splitable or non-dividable, OIL reserves the right to place order for supply of 100% quantity to lowest eligible MSE amongst the MSEs qualifying for 15% Purchase preference.

7.0 In case a supplier (other than Micro/Small Enterprise) against an order placed by OIL procures materials from their sub-vendor who is a Micro or Small Enterprise 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, with prior consent in writing from OIL, the complete details (i.e. name of the subcontractor, value of subcontracted work, copy of valid MSE registration certificate etc.) of the subcontractor(s) shall be furnished by the supplier to OIL.

(END OF APPENDIX-II)