

INVITATION FOR BID

Tender No. : CLI2305P17 Dated 29.08.2016
Bid Closing Date : 30.09.2016

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/irj/portal>, for “AMC of Computers and peripherals installed at various premises of OIL in Delhi and NOIDA.” 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) in the form of Bank Draft /Bankers Cheque 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 01.09.2016 to 3.09.2016.** The application along with tender fee and e-mail ID must reach the above office latest by **23.09.2016(05.15 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 **23.09.2016** 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 **Annual Maintenance Contract for Computers and peripherals installed at various premises of OIL in Delhi and NOIDA for a period of 2(two) years with a provision for extension by another 1(one) year at the same rates, terms and conditions of the Contract at the option of OIL.**

1.0 The bid document comprises of the following Sections:

- SECTION-I : COVERING NOTE
- SECTION-II: INSTRUCTIONS TO BIDDERS
- SECTION-III: GENERAL TERMS AND CONDITIONS
- SECTION-IV: SPECIAL CONDITIONS OF CONTRACT
- SECTION-V: SCOPE OF SERVICE
- SECTION-VI: BIDDING FORMAT
- SECTION-VII: FORM OF BID SECURITY
- SECTION-VIII: FORM OF PERFORMANCE BANK GUARANTEE
- SECTION-IX: SAMPLE FORM OF AGREEMENT
- SECTION-X: BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)
- SECTION-XI: PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSES)
- PORFORMA I: STATEMENT OF COMPLIANCE
- APPENDIX-I: GENERAL GUIDELINES TO BIDDERS FOR PARTICIPATION IN OIL'S E- PROCUREMENT TENDER.

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. : **CLI2305 P17 Dated 29.08.2016.**
- 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.57,600.00 (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 (C& P)
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 / Bankers Cheque 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 23.09.2016 (Upto 5.15 P.M.) only. Applicant must mention their full address, contact no. & e-mail ID clearly in their application.

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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 :**

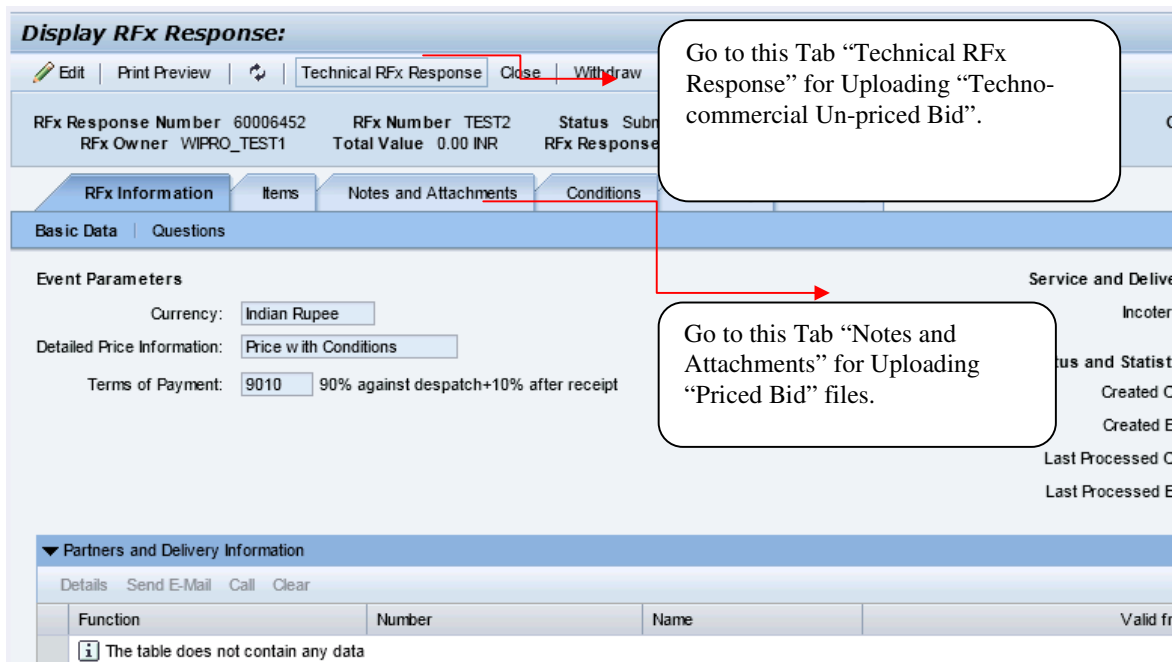
Central Govt. departments, Central Public Sector undertakings are exempted from submitting Tender Fee & Bid Security. Bidders, who are Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation(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 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, category of enterprises 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 23.09.2016 to OIL's above office for issue of user ID & Password. Applicant must mention their address & e-mail ID clearly in their application.

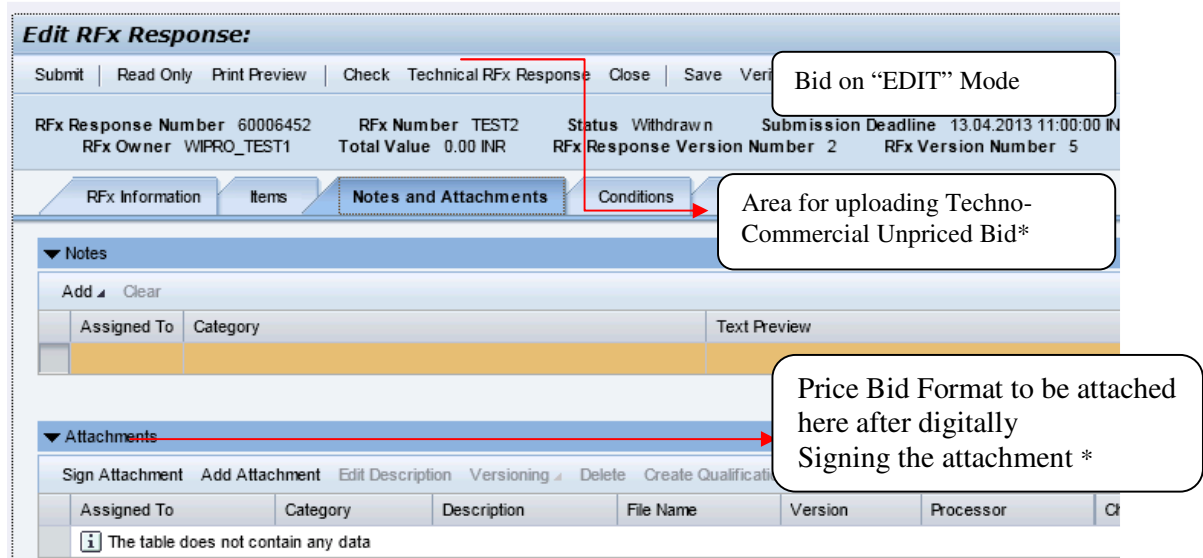
3.3 All corrigenda, addenda, amendments, time extension, clarification etc. to the tender will be hosted on OIL website only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website to keep themselves updated.

4.0 This tender is invited under **SINGLE STAGE COMPOSITE BID SYSTEM**. The bidder has to submit both "Techno-Commercial Bid" and "Priced-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-X & 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 SECTION-VI and to be attached as attachment under the Notes & Attachment Tab. The rates quoted in this BIDDING FORMAT (SECTION-VI) 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.



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:



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 General Manager(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:

Ms. Mousumi Deka
Chief Engineer (IT)
Mob: 8800227398

- 8.0 For technical support on various matters viz. Online registration of vendors, Resetting of Passwords, submission of online bids etc. vendors should contact OIL's ERP MM Dept. at following: Tel Nos = 0374-2807171 , 0374-2807192. Email id = erp_mm@oilindia.in.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(Ms. Anurag Gohain)
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) A Covering Note (SECTION-I) highlighting the following points:
 - i) Oil India Limited's Tender No.
 - ii) Type of Bidding
 - iii) Bid closing date and time.
 - iv) Bid opening date, time and place.
 - v) Bid submission place and opening place
 - vi) The amount of Bid Security
 - vii) The amount of performance guarantee.
 - viii) Contract Period.
- (b) Instructions to Bidders (SECTION - II)
- (c) General Terms and Conditions (SECTION - III)
- (d) Special Conditions of Contract (SECTION - IV)
- (e) Scope of Service (SECTION - V)
- (f) Bidding Format (SECTION - VI)
- (g) Bid Security Form (SECTION-VII)
- (h) The Performance Security Form (SECTION - VIII)
- (i) Sample Form of Agreement (SECTION - IX)
- (j) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC)-(SECTION - X)
- (k) Public procurement policy for micro and small enterprises-(SECTION-XI)
- (l) PORFORMA I: Statement of Compliance
- (m) APPENDIX-I: General Guidelines to bidders for participation in OIL'S e-procurement tender.

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

3.0 AMENDMENT OF BIDDING DOCUMENTS:

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

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

5.0 DOCUMENTS COMPRISING THE BID:

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

- i. Documentary evidence in accordance with the Bid Rejection Criteria (BRC) as per Section-X
- ii. A scanned copy of the Bid Security in accordance with Para 8.0 below should be uploaded along with the Technical 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
- iv. Rates as per the bidding format provided in SECTION – VI.

6.0 BID PRICE:

6.1 Prices should be quoted as per the bidding format provided in SECTION – VI.

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

6.3 All duties and taxes, corporate income taxes, and other levies payable by the Contractor under the Contract for which this Bid Document is being issued, shall be included in the 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.

6.4 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 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

7.1 These are listed in Bid Rejection Criteria vide Section – X

8.0 BID SECURITY:

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

8.1 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 8.7 below.

8.2 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(SECTION-VII) 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/Frinking 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 Bid Security will be governed by the terms and conditions of the Bid document).

- 8.3 Any Bid not accompanied by a proper bid security in accordance with above-mentioned sub-clauses 8.1 & 8.2, shall be rejected outright by the Company as non-responsive without any further reference.
- 8.4 Bid Security of unsuccessful bidders will be discharged after finalization of the tender.
- 8.5 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.
- 8.6 The Bid Security shall be forfeited:
- (a) If a Bidder withdraws their Bid during the period of (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 the 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.
- 8.7 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 their 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.
- 8.8 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred from participating in future tenders for a period as per Company's policy.
- 8.9 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.
- 8.10 The bidder shall extend the validity of the Bid Security, if and when specifically advised by OIL, at the bidder's cost.
- 8.11 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.

8.12 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 from participating in future tenders for a period to be decided by company.

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

8.14 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 & enterprises 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.

9.0 PERIOD OF VALIDITY OF BIDS:

9.1 Bids shall remain valid for 90 days from the bid closing date prescribed by the Company.

9.2 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. A Bidder granting the request will neither be required nor permitted to modify their bid.

9.3 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:

10.0 SEALING AND MARKING OF BIDS:

10.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance / noncompliance to each clause as per PROFORMA – I, enclosed.

10.2 Bids (Technical & Price bids) have to be sealed as per the instructions given in Point No. 5.0 above.

10.3 Timely delivery of the bids is the responsibility of the Bidders. Bidders should submit their bid before the scheduled bid closing Date and Time of the tender.

10.4 Fax/E-mail/ Telephonic offers will not be accepted.

10.5 Bid should be properly signed by competent authority of the bidder.

11.0 DEADLINE FOR SUBMISSION OF BIDS :

11.1 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 Covering Note.

12.0 MODIFICATION AND WITHDRAWAL OF BIDS :

12.1 The Bidder, after submission of bid, may modify or withdraw its bid by written notice prior to bid closing.

12.2 No bid can be modified subsequent to the deadline for submission of bids.

12.3 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 Bidding Format. Withdrawal of a bid during this interval shall result in the debarment of Bidder from participating in future tenders for a period of minimum 01(one) year and maximum 3(three) years.

13.0 BID OPENING AND EVALUATION

13.1 Company will open the Bids, including submission(s) made pursuant to para 12.0, 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.

13.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to Para 12.0 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 if any, documents have been properly signed and the bids are generally in order.

13.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, if any and such other details as the Company may consider appropriate.

13.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-Para 13.2.

13.5 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.

13.6 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.

13.7 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.

13.8 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.

13.9 Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the bid closing date and/or time.

14.0 EVALUATION AND COMPARISON OF BIDS:

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

14.2 The Company will examine the bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.

14.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the 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 the errors, his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

15.0 CONTACTING THE COMPANY:

15.1 Except as otherwise provided in Para 13.0 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 13.5.

15.2 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

16.0 AWARD CRITERIA:

16.1 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.

17.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

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

18.0 NOTIFICATION OF AWARD:

18.1 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.

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

19.0 SIGNING OF CONTRACT:

19.1 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.

19.2 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.

20.0 PERFORMANCE SECURITY:

20.1 Within 15 days of receipt of detailed contract document, the successful bidder shall furnish 8% of the contract value as performance security in the form of Bank Guarantee (format as per SECTION-VIII) or in any other form acceptable to the Company (demand draft) from a Bank located in India. In addition to above, Bid Security of successful bidder shall be retained as security deposit towards performance. 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.

20.2 The performance security specified above must be valid for ninety (90) days 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.

20.3 Failure of the successful bidder to comply with the requirements of Para 19.1 to 20.1 above shall constitute sufficient grounds for annulment of the award and debarment from participation in future tenders as per Company's policy.

21.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security / Performance Security shall be forfeited and the bidder / the party/the contractor shall be debarred for a period as per Company's policy from the date of detection of such fraudulent act, besides legal action.

(END OF SECTION – II)

SECTION –III

GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS:

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

- 1.1 'Contract' means the terms and conditions contained in the document entitled **“Annual Maintenance Contract for Computers and peripherals installed at various office premises of OIL in Delhi and NOIDA for a period of 2(two) years with a provision for extension by another 1(one) year at the same rates, terms and conditions of the Contract at the option of OIL.”** 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 all OIL's establishments at NOIDA / 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 COMMENCEMENT PERIOD AND CONTRACT DURATION:

- 2.1 The successful bidder must commence to provide services as per the scope of services detailed in SECTION-V of the tender within 30 days of receipt of notification of award of Contract or as specified in the Contract.
- 2.2 Duration of this Contract is for a period of 2(two) years with a provision for extension by another 1 (one) year at the same rates, terms and conditions at the sole 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 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

6.1 Payment shall be made on quarterly basis after completion of service for the quarter from the date of successful commissioning of the link. The service provider will submit invoice against the service provided during the quarter and as per rate and terms and conditions mentioned in the Contract. Any penalty applicable for the quarter as per the penalty provision of this document will be deducted from the payment to the service provider for that quarter.

6.2 OIL shall make the payments as per stipulation in the tender through Electronic Transfer only. All Bank charges of bidder's Bankers shall be to their account.

7.0 LIQUIDATED DAMAGES:

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

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

8.0 PENALTY:

- 8.1 In case the contractor fails to repair any PC or Printer maintained under this AMC within 24 (twenty four) hours from the time of reporting the breakdown, or provide a permanent replacement as per the provision of this AMC, a penalty of Rs. 200/- per day per system will be levied.
- 8.2 In case of a technician placed by the contractor under this AMC remains absent from work, no payment will be made to the contractor against the technician for the period for which the technician is absent. Additionally, a penalty of Rs. 300/- per technician per day of absence will be levied.
- 8.3 However, the maximum penalty amount during the billing period shall not exceed 15% of the total contract value.

9.0 TAXES AND DUTIES

- 9.1 All taxes and statutory levies except Service Tax will be on Contractor's account. Service Tax as applicable shall be on Company's account. However, the Company will deduct income tax at source as per Indian Income Tax Act and other taxes as applicable under law. Bidders should clearly mention all applicable Taxes including Service Tax separately in the Bidding Format enclosed as SECTION-VI which will be added to their quoted price while evaluating their offers.
- 9.2 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.
- 9.3 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.
- 9.4 Tax levied as per the provisions of tax rules on income derived under this contract will be to Contractor's account.
- 9.5 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.
- 9.6 Contractor shall be responsible for and pay the personal taxes, if any, for all the personnel deployed.
- 9.7 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.

9.8 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.

9.9 Prior to start of operation under this contract, the Contractor shall furnish the Company all necessary documents, as asked for.

9.10 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.

9.11 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.

10.0 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.

11.0 USE OF COMPANY'S EQUIPMENT:

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.

12.0 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.

13.0 CONFIDENTIALITY:

13.1 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.

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

14.0 NOTICES:

14.1 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. 0120-2419120
E-MAIL: corp_c&p@oilindia.in

CONTRACTOR

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

15.0 HEADINGS:

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

16.0 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.

17.0 FORCE MAJEURE:

17.1 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.

17.2 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.

17.3 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.

18.0SET 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).

19.0ARBITRATION:

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

(END OF SECTION - III)

SECTION –IV

SPECIAL CONDITIONS OF CONTRACT

Oil India Limited intends to enter into a contract for Some Special terms and conditions of the Contract will be as under:

1.0 All the work shall be carried out in the best manner and wherever specifications for any item are not given, the relevant Bureau of Indian Standard Specifications shall be applicable.

2.0 The Contractor shall make his own arrangement for security of all his men / materials brought to site. OIL will not take any responsibility in respect of Contractor's men / Materials.

3.0 TERMINATION OF THE CONTRACT:

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

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

- i. Contract Labour Regulation & Abolition Act, 1970 and the rules framed there under
- ii. The Workman Compensation Act.
- iii. Payment of Wages Act.
- iv. Minimum Wages Act.
- v. Payment of Bonus Act, 1965
- vi. The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- vii. AGST Act
- viii. Inter – State Migrant Workmen (Regulation of Employment and Conditions of Services) Act, 1979
- ix. Service Tax Act

or any other Act(s) or Statutes not herein above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work (Contract). The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory increase in the wage rates of the Contract labour shall be borne by the Contractor.

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

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

7.0 The Company, for any reason whatsoever and of which the Company shall be the sole judge, may terminate the Contract with one month notice in writing to the Contractor and in the event of Company's so doing the clause 4.0 hereof shall prevail and the accounts between the parties will be in accordance therewith finalized.

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

9.0 The Contractor shall ensure that all men engaged by him are provided with appropriate protective clothing and safety wear in accordance with appropriate Governmental regulations. The Company's representative shall not allow / accept those men who are not provided with the same.

10.0 In order to promote, safeguard and facilitate the general, operational economic interest of the Company, during the continuance of this agreement the contractor hereby agrees and under takes not to take any direct or indirect interest and / or support, assist maintain or help any person or persons engaged in antisocial activities, demonstrations , riots or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's work and its neighborhoods.

11.0 In case of any doubt or dispute as to the interpretation of any Clause herein contained the decision of the Company's authorized personnel shall be final and binding on the Contractor.

12.0 LIABILITY

12.1 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.

12.2 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.

12.3 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.

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

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

12.6 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.

12.7 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.

12.8 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.

13.0 CONSEQUENTIAL DAMAGE

13.1 Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss of profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

14.0 WITH-HOLDING

14.1 Company may with-hold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of :

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

14.2 When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held.

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

15.0 MISCELLANEOUS PROVISIONS

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

15.2 Contractor shall confirm in all respect with provisions of any such statute, ordinance or law as aforesaid and the regulations or bye-laws of any local or other duly constituted

authority which may be applicable to the services and with such rules and regulations of public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such statute, ordinance or law, regulations or bye-law.

15.3 The contract arising out of this tender shall be interpreted in accordance with and governed by the laws of India. The personnel employed by the contractor shall be the sole responsibility and liability of the contractor and also expenses in connection with their employment shall be borne by the contractor. Oil India Ltd shall not bear any responsibility or have liability whatsoever arising out of this contract, including the liability under the Workmen's Compensation Act or any other Act (s) applicable. The Contractor shall comply with provisions of various labour laws enacted by the Central / State Government, as amended from time to time. All statutory requirements / obligations there under, as may be applicable to the contract labour, will have to be adhered to by the contractor and any failure on his part on this account shall be responsibility of the contractor. The contractor will abide by rules, regulations, by-laws and statutes, imposed by the Government and other local authorities etc. The Contractor has to ensure that the payment of wages / salaries / allowances / overtime etc. shall be subject to the minimum wage rates notified by the State Govt. from time to time. The payment of wages shall be made directly by the contractor to his staff and not through thekedars or any other party or person. No amount shall be deducted from the wages of the workmen by way of commission of any nature whatsoever, except for statutory deductions. Any financial liability on account of non-observance/no-compliance of any statutory requirement shall be responsibility of contractor. The contractor shall keep Oil India Ltd indemnified for any claims/ damages / disputes that may arise under any provision of law at any point of time during the currency of the contract or thereafter for the relevant period.

16.0 EMPLOYMENT OF OFFICIAL/PERSONNEL OF THE COMPANY

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

(END OF SECTION – IV)

SECTION –V

SCOPE OF SERVICES

Preamble: Oil India Limited (OIL), a Navartana Company under Ministry of Petroleum and Natural Gas, is primarily engaged in exploration, production and transportation of Crude Oil and Natural Gas.

OIL is maintaining its IT resources like PCs and Printers installed in its operating areas in NCR through Annual Maintenance Contract (AMC). The following Sections details the scope and schedule for the work to be performed by the contractor under the said AMC:

1.0 SCOPE OF WORK

- 1.1 The Annual Maintenance Contract for PCs and Printers shall include both preventive and corrective maintenance of both Software and Hardware related to PCs and printers and its connected accessories. The details of PC and Printer categories to be maintained under the proposed AMC along with the minimum nos. and maximum nos. against each category are detailed in Annexure – I. The configuration of CPU, RAM and accessories are machine dependent and are not uniform. Also, the operating systems of PCs are machine dependent and are not uniform.
- 1.2 The minimum quantity indicated in Annexure-I against each category is the assured quantity to be offered for maintenance to the successful bidder under this AMC. OIL reserves the right to add additional PCs and Printers under the purview of this AMC, anytime during the AMC period, with a ceiling of maximum quantity indicated against the category in Annexure-I. Similarly, OIL reserves the right to take out any PC or Printer from the scope of this AMC with a floor of minimum no. indicated against the category in Annexure-I.
- 1.3 The Contractor shall provide necessary tools and equipment for execution of jobs under this AMC.
- 1.4 The Scope of Work under this AMC shall include supply and installation of all spares including monitor, hard Disk, CD/DVD Drive, keyboard, Mouse, multi-media kit, SMPS, external power supply unit, interface card, network interface, power cable, print head etc. required for maintaining the PCs and Printers covered under the AMC and at the cost of the contractor.
- 1.5 All spares to be used for maintaining the systems have to be new and from the OEM of the system being maintained.
- 1.6 If the contractor at any time during the contract period claims a system to be beyond repair due to obsolescence, the contractor has to submit an end-of support declaration document from OEM of the system in support of his claim. If such a claim is validated, OIL's IT department may allow use of second hand / third party spares for maintenance of such system, or may bring the system out of purview of this contract.

- 1.7 No cannibalization of any system under maintenance of this contract will be permitted to carry out the maintenance services.
- 1.8 Any defective hard disk replaced by the contractor will remain property of OIL for Data security purpose. After replacement, the contractor has to deposit the defective hard disk to OIL's authorized representative.
- 1.9 The contractor shall carry out acceptance tests of all the PCs and Printers to be maintained under this AMC, before the start of this contract and whenever any additional PCs and Printers are brought within the scope of this contract during the contract period. The acceptance test shall be in the presence of authorized representative of OIL. Any PC or Printer found defective during the acceptance test, will have to be brought to the notice of authorized representative of OIL on a day-to-day basis. An estimate for repair of such PCs and Printers (including cost of spares) has to be submitted by the contractor before its inclusion in the contract. The contractor shall be responsible for repair of such defective PCs and Printers at his quoted cost, if advised by OIL. However, OIL reserves the right to get the same repaired at competitive rates by any other contractor, at its own discretion.
- 1.10 The contractor shall have to place 2 (two) technicians at OILs corporate office at OIL House, Plot No-19, Sector-16A, Noida for maintaining the PCs and Printers under this contract. The technicians shall have to be present at OIL's corporate office at OIL House, Plot No.19, Sector-16A, NOIDA from 9:30am to 6:30 pm, from Monday to Saturday, except on national holidays.
- 1.11 The contractor has to submit personal details of his technicians including one passport size photograph, present address, permanent address, contact phone and mobile no. etc.
- 1.12 The technicians must have minimum three year experience on maintenance of PCs, Printers (Mono Laserjet, Color Laserjet and Inkjet Printers), Scanners, etc. Documentary evidence of experience of the technicians shall have to be submitted to OIL prior to their placement. The document submitted is subject to acceptance by OIL.
- 1.13 The Bio-data of the technicians to be posted against this AMC shall have to be submitted to OIL before the start of contract. Placement of the technicians will be subject to acceptance of their bio-data by OIL. OIL will have the right to ask for replacement of the technicians anytime during the contract period, if a technician's service/conduct is found unsuitable / unsatisfactory to carry out the maintenance services.
- 1.14 The contractor shall submit a weekly progress report on various maintenance jobs carried out during the week along with status of pending jobs to OIL.
- 1.15 OIL will have quarterly meeting with the contractor to discuss any issues related to this AMC. However, if found necessary, OIL may request the contractor to attend review meeting as and when necessary and the contractor shall have to attend the same.
- 1.16 The manner and speed of execution, maintenance operations under this AMC are to be conducted in a manner to the satisfaction of the company's representative.

- 1.17 Any PC, Printer or accessory within the scope of this AMC sent out of the premises of OIL by the contractor for the purpose of repair should be with due permission from authorized personnel of OIL and should be returned back to OIL, duly repaired, within a maximum period of 15 days, failing which, the contractor has to provide a permanent replacement for the same with similar or higher configuration.
- 1.18 The hard disk of any PC under maintenance of this AMC and taken out of OIL' premises for repair by the contractor, with due permission from OIL shall be removed from the PC before taking it out of OIL. This is for data security purpose.
- 1.19 Preventive maintenance jobs to be carried out as part of this AMC:
- i. Routine cleaning of PC s and Printers.
 - ii. Configuration setup of PCs and Printers
 - iii. Installation of Antivirus Software and checking for its regular updates. However, the antivirus software shall be provided by OIL.
 - iv. Installation of Printer Drivers, whenever required. The driver software shall be provided by OIL.
 - v. Installation of any software, with due permission from IT Department, OIL. The software shall be provided by OIL.
- 1.20 Corrective maintenance jobs to be carried out as part of this AMC:
- i. Any hardware malfunction of PCs and Printers along with accessories like Monitor, Keyboard, Mouse, hard disk, CD/ DVD Drive, Power supply unit, Network , external power adapter, interface , power cabling, print head etc.
 - ii. Any operating system (OS) malfunctions of PCs. If required, the contractor's personnel shall have to take back-up of the PCs hard disk and re-install the OS. After re-installing the OS, the back-up shall have to be restored back.
 - iii. Formatting of hard disk, if necessary. Before formatting the hard disk, contractor's personnel shall have to take back-up of the same and shall have to restore the same after formatting of the disk is completed. The loading and configuring of the existing software after formatting or change of Hard disk has to be done by the contractor. However, the CD media for the Software will be provided by OIL.
 - iv. Any virus related issue.
 - v. Supply and replacement of Monitor, hard Disk, CD/DVD Drive, keyboard, Mouse, Multimedia kit, SMPS, external power supply unit, interface , network interface, power cable, print head etc as and when required.
 - vi. Replacement of Print Cartridges, when required. Print cartridges shall be supplied by OIL.
 - vii. Malfunction of PCs Network, network configuration and issues related to Network Patch Cable.
 - viii. Attending OS configuration related issues of PCs.
 - ix. Attending Printer Configuration related issues.
 - x. Configuring E-mail clients and e-mail related issues.
 - xi. Configuration of Internet Browser
 - xii. Attending configuration issues related to MS Office, SAP GUI and other software installed in the PCs with due permission from OILs IT department.

- xiii. Any other corrective maintenance required for making the PCs and Printers to carry out normal operation.
- xiv. Necessary guidance, as and when necessary for installation of software and their configuration will be provided by IT engineers of OIL.
- xv. In case the contractor is unable to repair a PC or Printer maintained under this AMC within 24hrs form the time of reporting the breakdown, he/ she shall provide a replacement PC or Printer of similar type and configuration till the time the original PC or Printer is repaired.

2.0 EXTENSION

- 2.1 The contractor will quote as per bidding format attached as SECTION–VI.
- 2.2 Payment will be made as per the actual number of items maintained by the contractor during the billing period.
- 2.3 During the contractual term, OIL will have the right to increase the quantity of any of the items mentioned in Annexure-I, at the same unit rate on pro-rata basis, as per the same terms and conditions of the contract (up to the limit of maximum quantity stated in Annexure-I). Payment against added items will be paid on monthly pro-rata basis for full month and daily basis for any part period thereof, with effect from the date of inclusion of the item under the contract till the time the particular PC or Printer is maintained under this contract. OIL will also have the right to reduce the quantity of any item mentioned in Annexure-I (up to the limit of minimum quantity mentioned in Annexure-I), during the term of contract.
- 2.4 OIL reserves the right to extend the validity of the contract by maximum 12 (twelve) months at same rates, terms & conditions of this contract.

3.0 SAFETY

- 3.1 The contractor shall take all measures necessary to protect the personnel, work and facilities and shall observe safety rules & regulation of OIL.
- 3.2 The contractor shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and then immediately take the first emergency control steps conforming to good operation practice and safety regulation.

4.0 PROTECTION OF PROPERTY & EXISTING FACILITIES

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

limited to actual replacement of such damaged assets and equipment, or payment of actual replacement cost in relation thereto, as may be incurred by the company.

5.0 PENALTY

- 5.1 In case the contractor fails to repair any PC or Printer maintained under this AMC within 24 (twenty four) hours from the time of reporting the breakdown, or provide a permanent replacement as per the provision of this AMC, a penalty of Rs. 200/- per day per system will be levied.
- 5.2 In case of a technician placed by the contractor under this AMC remains absent from work, no payment will be made to the contractor against the technician for the period for which the technician is absent. Additionally, a penalty of Rs. 300/- per technician per day of absence will be levied.
- 5.3 However, the maximum penalty amount during the billing period shall not exceed 15% of the total contract value.

6.0 OBLIGATIONS OF THE CONTRACTOR

- 6.1 Contractor will have to provide Mobile Telephone facilities to the technicians placed by him to facilitate immediate contact from OIL.
- 6.2 Contractor shall have to arrange transport facility to and from OILs office at Noida for the technicians placed by him against this AMC.
- 6.3 Company will have the option to upgrade the Hard disk or Memory or OS of the PCs under this AMC, during the term of the contract. However, the contractor will have to maintain the upgraded Hard disk, Memory and OS, within the scope of the contract.
- 6.4 The quality of the replacement PCs/Printers/other items that may be provided by the contractor during the term of AMC, has to be equivalent or better or higher capacity than the replaced unit. The same has to be certified by representative of OIL's IT department, before replacement.
- 6.5 The Contractor will have to follow the preventive maintenance schedule for the PCs and Printers at least once in three months per PC / Printer/ Peripherals/ other items, strictly throughout the period of contract.
- 6.6 The Contractor will be responsible for any property of OIL sent by him/ her outside of OIL's premises for repair. Any loss or damage to such property has to be borne by the contractor.
- 6.7 Contractor will be responsible for timely submission of the field call reports for the calls attended by him in the format prescribed by OIL's IT department. The field call reports have to be duly signed by the respective users.

6.8 Contractor will have to maintain an attendance register at OIL's office for his technicians placed against this AMC. The date and time of reporting of station engineer has to be logged on to the register, on all working days of OIL.

7.0 OBLIGATIONS OF COMPANY

The Company shall provide the contractor access to all the PCs and Printers to be maintained under this AMC for the purpose of maintenance.

8.0 PAYMENT

8.1 Payment shall be made on quarterly basis from the date of start of the contract, after successful completion of work during the quarter, as per the rates, terms and condition of this AMC.

8.2 The contractor shall have to raise an invoice for the work done during the quarter.

8.3 Payment shall be made after deducting any penalty amount due for the quarter and other statutory deduction, if any.

ANNEXURE-I**LIST OF COMPUTERS AND PERIPHERALS TO BE COVERED UNDER AMC**

Sl.	Item Description	Minimum Quantity	Existing	Maximum Quantity
1	PCs	80	132	200
2	PC (Apple Mac)	1	1	11
3	BW Laser Printers (A4 Size)	40	80	100
4	Multifunction Colour Laser Printers(A4 size)	2	9	12
5	Inkjet Printers (A4 size)	8	17	20
6	Multi-function colour Inkjet printers(A 4 Size)	25	80	100
7	Scanners(A4 Size)	1	3	5

(END OF SECTION – V)

SECTION –VI

BIDDING FORMAT

Item No.	Item Description	Unit	Qty. to be considered for commercial evaluation (B)	Rate (Rs.) (A)	Total Amount for 24 Months (Rs.) = (A) X (B)
1	Maintenance of PC	Per PC Per Month	150 Nos.		
	Maintenance of PC (Apple Mac)	Per PC / Per Month	1Nos.		
2	BW Laser Printers (A4 Size)	Per Printer / Per Month	80Nos.		
3	Maintenance of Multifunction Colour Laser Printers (A4 size)	Per Printer / Per Month	9 Nos.		
4	Maintenance of Inkjet Printers (A4 Size)	Per Printer / Per Month	17Nos.		
5	Maintenance of Multifunction Inkjet Printers (A4 Size)	Per Printer / Per Month	80Nos.		
6	Maintenance of Scanners (A4 Size)	Per Printer / Per Month	3 Nos.		
7	Placement of Technician at OIL House, SECTOR-16A, NOIDA	Per Technician / Per Month	2 Nos.	Bidders not to quote (Please refer Notes to Bidders Point 1)	
	Total Amount in Rs.				
	Applicable Taxes (Indicate the Tax Rate @%) Rs.				
	Grand total Amount including taxes (A) Rs.				

Notes to Bidders:

1. Against item No.7, the rate equivalent to Minimum Wages Rate notified by the Ministry of Labours & Employment, Govt. of India and PF, ESI etc. as per statutory requirement, along with Service Tax applicable for this amount, if any will be paid extra by Oil India Limited at the prevailing rates at the time of actual execution of the work. However, if the bidder desires to pay more than the Minimum Wages Rates to their skilled employees (Item No.7) then they

may include the same in the rates quoted by them against Item No.1,2,3,4,5& 6 (without making any separate item / statement).

2. For the purpose of calculation of Performance Security amount of the Contract, total amount quoted by the bidder plus the amount payable by OIL as per Point no. 1 above, the prevailing Rate of Minimum Wages for skilled employees on the Bid Closing date will be considered.
3. The rates shall remain firm and free from any escalation during the entire period of the Contract. It will be inclusive of all applicable taxes, duties etc. No payment more than the above mentioned rates (except as mentioned in Point no.1 above) will be considered.
4. Grand Total Amount including taxes (A) must be inclusive of all taxes, statutory levies, duties, out of pocket expenses, transportation cost etc. If taxes are not shown separately, the offer will be considered to be inclusive of all taxes, duties etc.
5. Evaluation will be based on “Grand Total including Taxes (A)” price.
6. Above mentioned quantities are estimated quantities only. Actual requirement may vary from the above mentioned quantities. Payment will be made on actual basis.

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 AMC 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 the Bidder furnish fraudulent document / information in their bid.

We undertake to pay to Company up to the above amount upon receipt of its first written demand, (by way of letter/fax/e-mail) without Company having to substantiate its demand, provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or 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 AGREEMENT 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 Award
 - c) The said Bid and Appendix,
 - d) The Technical Specifications, if any
 - e) The Priced Bid and Quantities,
 - g) The Schedules of Supplementary Information, if any
 - h) The Special Conditions of Contract and
 - i) The General Conditions of Contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

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

SIGNED, SEALED AND DELIVERED.

By the said Name _____
On behalf of the Contractor
in the presence of:

(END OF SECTION - IX)

SECTION – X

BID REJECTION CRITERIA / BID EVALUATION CRITERIA

I. BID REJECTION CRITERIA (BRC):

The bid must conform to the specifications and terms and conditions given in the enquiry. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected.

(A) TECHNICAL:

1. Bidder should have experience of executing a single AMC for maintenance of at least 100 PCs along with peripherals in any PSUs/Central Govt./ State Govt. Organizations or reputed Private Organizations during last 7(Seven) years ending August, 2016.
2. Bidder must have experience of successfully executed similar works in last 7(seven) years ending August, 2016 of following value –
 - a) Single similar completed work of minimum value of Rs.23.04 Lakhs /- OR
 - b) Two similar completed works of minimum value of Rs.14.4 Lakhs each OR
 - c) Three similar completed works of minimum value of Rs.11.52 Lakhs each

Definition of Similar Work: Annual Maintenance services for maintenance of PCs, Printers and Peripherals

3. Average annual financial turnover during the last 3 (three) financial years, should be at least Rs. 8,64,000/-
4. Bidders must submit all necessary documents related to experience and turnover along with their offer.

Notes: 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:

- a. **For proof of Annual Turnover**, any one of the following documents / photocopies must be submitted along with the bid:-
 - i) A certificate issued by a practicing Chartered/ Cost Accountants Firm with membership no. certifying the Annual Turnover and nature of business.
 - ii) Audited balance sheet and Profit and Loss account.

- b. **For proof of requisite experience**, any one of the following documents/photocopies must be submitted along with the bid:-
- i) In case of OIL contractors, copy of Certificate of Completion (COC/ Certificate of Payment (COP)) of Jobs successfully completed, showing gross value of job done. It may be clearly noted that simply mentioning of OIL CCO Number will not be accepted.
 - ii) Certificate issued by any other company/ organization showing:
 - a) Gross value of the job done
 - b) Nature of Job done
 - c) Total Quantity of PCs along with peripherals
 - d) Time period covering the financial years as per NIT.

(B) COMMERCIAL

1. Bidders must quote their offer in accordance with the bidding format (SECTION-VI). Bids received in any other form will be rejected.
2. Any Bid not accompanied by Bid Security as per tender will be rejected. Bid Security, if furnished in the form of Bank Guarantee, then the Bank Guarantee must be valid for a period of 180 days from the scheduled Bid Closing date. Otherwise, the bid shall be rejected.
3. The rates 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.
4. Bids with validity less than 90 days from the Bid Closing date will be rejected.
5. Offers received in any form, other than through OIL's e-portal will be rejected.
6. Any Bid received by Company after the deadline for submission of Bids prescribed herein will be rejected.
7. Any offer containing incorrect statement will be rejected.
8. 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
9. Unsolicited bids will be rejected straightway.

NOTE: No deviation or exception will be accepted in the clauses covered under BRC/BEC.

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

II. BID EVALUATION CRITERIA (BEC):

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

1. Evaluation will be on the basis of “Grand Total Amount including Taxes” on the basis of rates quoted in the Bidding Format.
2. In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.
3. Similarly, in the event of discrepancy between words and quoted figure, words will prevail.
4. In case bidder takes exception to any clause of tender document not covered under BEC/BRC, then the company has the discretion to reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by the Company. No deviation will however, be accepted in the clauses covered under BRC.

END OF SECTION – X

SECTION -XI

Public Procurement Policy for Micro and Small Enterprises (MSEs)

Government of India, vide Gazette of India no.503 dated 26.03.2012 has proclaimed the Public Procurement Policy on procurement of goods and services from Micro & Small Enterprises (MSEs) by all Central Ministries/Departments/PSUs for promotion and development of Micro and Small Enterprises. In accordance with the provisions of the said policy, OIL has implemented following policy on procurement of goods and services:

- i) Issue of tender documents to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD / Bid Security.
- iii) Purchase Preference for Goods Purchase Tenders:

In case, participating Micro and Small Enterprises, quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises and such Micro and Small Enterprises shall be allowed to supply up to 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared equally subject to matching the L1 price.

The government vide office memorandum no. 21(1)/2014-MA dated 12.02.2015 have intimated that in the situation of L-1+15% and subsequent matching of L-1 price, CPSUs may take more than 20% supplies from micro and small enterprises as per their previous procurement pattern on case to case basis for which the Ministry has no objection.

Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

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, atleast 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.

In case tendered item is not split able or non-dividable, OIL reserves the right to place order for supply of 100% quantity to lowest eligible MSE subject to matching of L1 price amongst the MSEs qualifying for 15% Purchase preference.

- iv) Purchase Preference for Service Contract Tenders: In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE qualifying for 15% purchase preference, the Contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
- v) Documents Required to be submitted by MSEs: In case bidder is a Micro and Small Enterprise under the Micro, Small and Medium Enterprises Development Act 2006, the bidder shall submit the following:
 - a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.
 - b) If the MSE is owned by SC/ST entrepreneurs the bidder shall furnish appropriate documentary evidence in this regard.

However, If the bidders do not submit the valid registration certificate issued by the authorities as above and indicating the category of services & enterprises and the monetary limit for which they are registered, along with their bids (Technical), the bidders will not be entitled for the exemption and any preference admissible in the Public Procurement Policy (PPP), 2012.

- vi) If against an order placed by OIL, successful bidder(s) (other than Micro /Small Enterprise) is procuring materials / services from their sub-vendor who is 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 sub-contacted work, copy of valid MSE registration certificate, Contact No., details of material and value of procurement made etc.) of the subcontractor(s) shall be furnished by the successful bidder at the submission of invoice/ bill

END OF SECTION – XI

PROFORMA-I

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

SECTION (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.

APPENDIX- I

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

Bid invitations (Tenders)

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

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

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

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

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

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

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

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

Instructions for obtaining Digital Certificate

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

Steps for obtaining Digital Certificate

Visit the site of the licensed CA using internet browser.

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

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

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

Links to some licensed CA's are provided below

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

Technical Settings

1. **Web Browser Supported:** Microsoft IE Ver 6.0 or higher recommended

2. **Java:** To view some of the components, you need to install Java Internet component JDK 5.0 from

<http://java.sun.com/javase/downloads/index.jsp>

3. **Proxy:** If you are unable to access OIL e-Procurement site or Bid Documents, check if you are using proxy to connect to internet or if your PC is behind any firewall. Contact your system administrator to enable connectivity. Please note that standard Port for HTTPS (443) connectivity should be enabled on your proxy/firewall. Dial-up internet connectivity without Proxy settings is another option.

4. **Pop-ups:** Pop-ups should be enabled on OIL e-Procurement URL and Bid Documents URLs. This is required to view tender documents.

5. **Recommended Screen Resolution:** 1024 by 768 pixels.

6. **Internet Speeds:** If you are experiencing slow connectivity to OIL e-Procurement, then contact your system administrator/ISP provider for desirable speeds.

7. **Active-x controls:** Maintain the settings as described in Internet Explorer settings document to enable digital signature signing and verification.

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

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

(END OF APPENDIX-I)