

INVITATION FOR BIDS

OIL INDIA LIMITED invites Local Competitive Bid (LCB) through its e-Procurement portal-<https://etender.srm.oilindia.in/irj/portal> for the following service:

TENDER NO.	BID CLOSING DATE /TIME	DESCRIPTION OF SERVICE
CLI 3120P17	30/12/2016 (11:00 Hrs.)	Electrical maintenance job at all establishment of OIL at Noida/Delhi.

Technical Bid Opening date/Time : 30/12/2016(At 15:00 Hrs.). Application showing full address / e-mail address with Tender fee (Non-refundable) of Rs.1000.00 by Demand Draft /Banker's Cheque/ online Transaction only, in favour of M/s. Oil India Limited and payable at Noida, to be sent to **General Manager(C&P), Oil India Limited, Plot No. 19, Sector 16A, Noida-201301**; between 01/12/2016 to 23/12/2016 & the last date of submission of tender fee is 23.12.2016 (upto 17:15 Hrs.). The complete bid document is available at OIL's e-procurement portal as well as OIL's website: www.oil-india.com .

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: दुर्लगावहन, असम
Oil India Limited
(A Government of India Enterprise) Registered Office: Durlagan, Assam

Plot No. 19, Sector 16A,
Noida 6 201301, U.P.
Phone: 01202419000
(EPABX)
Fax: 0120 - 2488310
E-mail:
oilindia@oilindia.in

SECTION - I

COVERING NOTE

INVITATION TO e-BID UNDER SINGLE STAGE TWO BID SYSTEM FOR MISCELLANEOUS ELECTRICAL REPAIR, MAINTENANCE AND INSTALLATION JOBS AT ALL OIL'S ESTABLISHMENT AT NOIDA / DELHI INCLUDING RESIDENTIAL COMPLEX AT SECTOR-15A, NOIDA.

Oil India Limited (OIL), a Govt. of India Enterprise, invites quotations under Single Stage Two Bid System through its online e-procurement portal, from domestic bidders for miscellaneous electrical repair, maintenance and installation job at OIL's establishments at Noida/ Delhi including Residential Complex at Sector -15A, Noida.

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

- SECTION I : COVERING NOTE
- SECTION II : INSTRUCTION TO BIDDERS
- SECTION III: GENERAL TERMS AND CONDITIONS
- SECTION IV: SPECIAL CONDITIONS OF CONTRACT
- SECTION V : SCOPE OF WORK /TERMS OF REFERENCE
- SECTION VI: BIDDING INSTRUCTIONS.
- SECTION VII: FORM OF BID SECURITY (BANK GUARANTEE)
- SECTION VIII: FORM OF PERFORMANCE BANK GUARANTEE
- SECTION IX : SAMPLE FORM OF AGREEMENT
- SECTION X : BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)
- PROFORMA-I: STATEMENT OF COMPLIANCE
- PROFORMA-II: INTEGRITY PACT
- PROFORMA-III: CERTIFICATE OF ANNUAL TURNOVER & NET WORTH
- ANNEXURE-I : BIDDING FORMAT.
- APPENDIX-I : SCHEDULE OF RATES & QUANTITY
- APPENDIX-II : GENERAL GUIDELINES TO BIDDERS FOR PARTICIPATION IN OIL'S E- PROCUREMENT TENDER.
- APPENDIX-III : GUIDELINES TO MICRO & SMALL ENTERPRISES(MSE)

1.1 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 Deptt at following: Tel Nos = 0374-2807178, 0374-2807171 , 0374-2807192 & Email id = erp_mm@oilindia.in.

2.0 Interested bidders are requested to submit their 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. & Date : **CLI 3120 P17 Dated 28.11. 2016.**
- ii) Type of Bid : **Single Stage Two Bid System**
- iii) Tender Fee (Non-refundable) : Rs. 1000.00
- 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. 13,70,000.00

Original Bid Security should reach the following office before Bid Closing date & time, otherwise Bid will be rejected.

General Manager (Contracts& Purchase)
Oil India Limited
Plot No. 19, Sector-16A,
NOIDA 201 301, UTTAR PRADESH
A scanned copy of Bid Security should also be uploaded along with the Technical Bid documents.

- x) Performance Guarantee : 10% of one year contract value.
- xi) Duration of Contract : The initial duration of the contract will be for a period of 02(Two) years with provision for extension for another one year at the same rates, terms and conditions .

2.1 Application showing full address and e-mail ID with Tender Fee (Non-refundable) of **Rs. 1000.00** through Demand Draft/ Banker's Cheque/ on- line transaction only 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 01.12.2016 to 23.12.2016.** The application along with tender fee and e-mail ID must reach the above office latest by

23.12.2016 (5.15 P.M.). The envelope containing the application for participation should clearly indicate Request for participation in e-Tender for easy identification and timely issue of authorization. On receipt of requisite tender fee, unique USER_ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal. Bid document can be viewed using 'Guest Login' provided in the e-Procurement portal. The link to e-Procurement portal has also been provided through OIL's web site : www.oil-india.com. 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.

2.2 Govt. of India under Micro, Small and Medium Enterprises development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st. April 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and small Enterprises. Details guidelines are provided in APPENDIX-III enclosed to the tender document. Bidders are requested to go through the enclosed APPENDIX-III for details.

2.3 Exemption of Tender Fee:

Micro and Small Enterprises (MSEs) 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 (NSIC) or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME will be exempted from payment of tender fee irrespective of monetary limit mentioned in their registration certificate provided they furnish evidence that they are registered for the item/services they intend to quote against OIL tenders. The Central Govt. departments and Central Public Sector Undertakings will also be exempted from payment of tender fee. Parties registered with DGS&D, having valid certificate will be exempted from payment of tender fee.

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 **23.12.2016** to get access for participation in the tender

3.0 Bidders interested to participate in the e-Tender are required to submit an application and payment of non-refundable tender fee (PSU and SSI Units are exempted) as indicated above through crossed Demand Draft drawn in favour of Oil India Limited and payable at NOIDA /New Delhi. Application (along with necessary tender fee), requesting issue of USER ID & PASSWORD against the tender will be accepted by OIL till 23.12.2016 only. The application and Tender Fee to be submitted to :

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

4.0 This tender is invited under **SINGLE STAGE TWO BID SYSTEM**. The bidders are required to submit their bids through electronic format in OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Detailed guidelines to bidders for participating in OIL's e-Procurement tender are given in OIL website. Please ensure that **TECHNO-COMMERCIAL UN-PRICED BID / ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER** are uploaded in the **Technical RFX Response link** only. Please note that no price details should be uploaded in the Technical RFX Response link. Details of prices as per Bid Format / Price-bid can be uploaded as Attachment in the attachment link under **“Notes and Attachments”**.

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

Display RFX Response:

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

RFX Response Number 60006452 RFX Number TEST2 Status Submitted
 RFX Owner WIPRO_TEST1 Total Value 0.00 INR RFX Response Version Number 2

RFx Information | Items | Notes and Attachments | Conditions

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

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

Partners and Delivery Information

Details | Send E-Mail | Call | Clear

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

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

Edit RFX Response:

Submit | Read Only | Print Preview | Check | **Technical RFX Response** | Close | Save | Verify sign

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

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

Notes

Add | Clear

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

Attachments

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

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

Notes :

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

** The Price bid must contain the prices as per Bidding Format (ANNEXURE-I) and the bidder's commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Sign. On Signing a new file with extension .SSIG will be created.

Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

- 5.1 The bid and all uploaded documents must be Digitally signed using öClass 3ö digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAD), 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 öClass - 3ö 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 INTEGRITY PACT:

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

NAME OF INDEPENDENT EXTERNAL MONITOR:

- (a) Shri Rajiv Mathur, IPS (Retd.) , Former Director, IB, Govt. of India
E-mail ID: rajivmathur23@gmail.com
- (b) Shri Satynanda Mishra ,IAS(Retd.),
Former Chief Information Commissioner & Ex-Secretary,DOPT, Govt. of India.
E-mail ID: satyanandamishra@hotmail.com.

- 7.0 For any technical clarification regarding this tender, following person may be contacted : Mr. D.C.Nath, Dy.CE(Civil), OIL INDIA LIMITED,
Plot No.19, Sector 16A,Noida., Mobile no. 08826086789

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

Yours faithfully,
OIL INDIA LIMITED

(Mrs. A. Doley)
Chief Manager Materials
For General Manager(Contract & Purchase)
For Chairman & Managing Director

(END OF SECTION –I)

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SECTION – II

INSTRUCTIONS TO BIDDERS

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

A. BIDDING DOCUMENTS

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

(a) Covering Note (Section-I) highlighting the following points:

- (i) Tender No. & Date.
 - (ii) Type of Bidding
 - (iii) Cost of Bid Document
 - (iv) Bid Closing date and time.
 - (v) Bid Opening date and time .
 - (vi) Address to send application for User ID & Password
 - (vii) Bid Opening place
 - (viii) The amount of Bid Security.
 - (x) The amount of Performance Security.
 - (xi) Duration of Contract.
- (b) Instructions to Bidders (Section -II)
- (c) General Terms & Conditions of Contract (Section -III)
- (d) Special Conditions of Contract (Section - IV)
- (e) Scope of Work / Terms of reference (Section - V)
- (f) Bidding Instructions (Section - VI)
- (g) Form of Bid Security (Bank Guarantee) (Section - VII)
- (h) Form of Performance Bank Guarantee (Section - VIII)
- (i) Sample Form of Contract (Section - IX)
- (j) Bid Rejection Criteria /Bid Evaluation Criteria (BRC/BEC)
- (Section - X)
- (k) PROFORMA-I : STATEMENT OF COMPLIANCE
- (l) PROFORMA-II: INTEGRITY PACT
- (m) PROFORMA-III: CERTIFICATE OF ANNUAL TURNOVER & NET WORTH.
- (n) ANNEXURE-I : BIDDING FORMAT.
- (o) APPENDIX-I : SCHEDULE OF RATES WITH ESTIMATED QUANTITY.
- (p) APPENDIX-II : GENERAL GUIDELINES TO BIDDERS FOR PARTICIPATING
IN OIL&S E-PROCUREMENT TENDER.
- (q) APPENDIX-III : GUIDELINES FOR MSEs.

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

3.0 **AMENDMENT OF BIDDING DOCUMENTS:**

- 3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document through an Addendum/Corrigendum.
- 3.2 The Amendment to the NIT after its issue will be published on OIL&S website only. Revision, clarifications, corrigenda, addenda, time extension etc. to the tender will be hosted on OIL website & e-portal only. No separate notification shall be issued in the press. Prospective bidders are requested to regularly visit above website & e-portal 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 Two Bid System** and shall comprise of the following components:

I. TECHNICAL BID

- (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 9.0 below should be uploaded along with the Technical (Unpriced) bid document. **Original hard copy of Bid Security should reach the office of General Manager(Contract & Purchase), Noida before Bid Closing date & time.**
- (iii) Statement of compliance as per **PROFORMA-I** of Section 6X.
- (iv) Integrity Pact as given in **PROFORMA-III**, duly signed by the same signatory who signs the bid.

II. COMMERCIAL (PRICED) BID

Bidding Format is provided vide **ANNEXURE-I** and to be filled up by the bidders as explained in Section-VI.

6.0 **BIDDING FORMAT :**

Bidder shall complete the Bidding Format as provided vide **ANNEXURE-I**.

7.0 **BID PRICE :**

- 7.1 Price should be quoted on-line and filled in Bidding Format vide **ANNEXURE-I**. Same should be uploaded as attachment to the Bid.

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

7.3 All taxes and duties, corporate income taxes, service tax and other levies payable by the Contractor under the Contract for which this Bid Document is being issued, shall be extra to the rates, prices and total Bid Price submitted by the bidder. All Taxes should be shown separately in the bidding format in **Appendix-II**. Evaluation and comparison of bids shall be made accordingly

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

8.1 These are listed in Bid Rejection Criteria vide Section 6 X.

9.0 **BID SECURITY:**

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

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

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

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

Bank Guarantee issued by banks in India should be on non-judicial stamp paper/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 210 days from the Bid Closing date 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).

- 9.3 Any Bid not accompanied by a proper bid security in accordance with above-mentioned sub-clauses 9.1 & 9.2, shall be rejected outright by the Company as non-responsive without any further reference.
- 9.4 Bid Security of unsuccessful bidders(Technically not qualified bidders) will be discharged and/or returned after opening of price bids of technically qualified bidders. For others, Bid security will be discharged after finalization of the tender.
- 9.5 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing valid and proper Performance Security to OIL as per the contract. Successful bidder will however, ensure validity of the Bid Security till such time the Performance Security in conformity to relevant clause of tender is furnished.
- 9.6 The Bid Security shall be forfeited:
- (a) If a Bidder withdraws their Bid during the period of bid validity (including any subsequent extension) specified by the Bidder or any extensions thereof agreed to by the bidder, and / or
 - (b) If the bidder having been notified of the acceptance of their bid by 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.
- 9.7 The scan copy of the original Bid Security in the form of either bank guarantee or Cashier's cheque or Demand Draft shall be uploaded by the bidder along with the Technical Bid in the "Technical RFx Response" of OIL's e-portal. The original Bid Security shall be submitted by bidder in a sealed envelope & must drop in the Tender Box, placed at the office of General Manager(Contract & Purchase), Oil India Limited, Corporate Office, Plot No. 19, Sector-16A, Noida on or before 11:00Hrs on the Bid closing date, failing which the bid shall be rejected outright. Tender No. & Bid Closing date & Name of bidder must be written on the envelope containing the Bid Security for proper identification.
- 9.8 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(Two) years.
- 9.9 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.
- 9.10 The bidder shall extend the validity of the Bid Security, if and when specifically advised by OIL, at the bidder's cost.
- 9.11 If it is found that a Bidder has furnished fraudulent document/ information, the Bid Security/ Performance Security shall be forfeited and the party will be debarred for

a period of 3(Three) years from the date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.

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

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

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

9.15 EXEMPTION OF BID SECURITY :

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

10.0 PERIOD OF VALIDITY OF BIDS:

10.1 Bids shall remain valid for 120 days after the date of Bid opening prescribed by the Company.

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

11.0 FORMAT AND SIGNING OF BID :

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

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

- 11.2.1 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
- 11.2.1 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 11.3 The bid should contain no interlineations, correcting fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person(s) signing the bid. Any bid not meeting this requirement shall be liable for rejection.

C. SUBMISSION OF BIDS:

12.0 UPLOADING OF BIDS IN THE SYSTEM :

- 12.1 This tender is invited under **SINGLE STAGE TWO BID SYSTEM**. The bidders are required to submit their bids through electronic format in OIL&S e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Detailed guidelines to bidders for participating in OIL&S e-Procurement tenders are given in website. Please ensure that **TECHNO-COMMERCIAL UNPRICED BID, SIGNED INTEGRITY PACT & ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER** are uploaded in **Technical RFX Response link** only. **Please note that no price details should be uploaded in Technical RFX Response link.** Details of prices as per Bid Format/Price-bid as provided vide Appendix-II can be uploaded as Attachment in the attachment link under “ **Notes and Attachments**”. A screen shot in this regard is given below. However, we request bidders to go through OIL&S e-procurement portal/Website before uploading their bids for updated information regarding participation requirements and procedures for OIL&S e-tenders. A screen shot in this regard is given in Para 5.0 of Section-I. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Section-X.
- 12.2 All the conditions of the contract to be placed with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **PROFORMA-I** of Section X. This should be a part of the Technical-bid.
- 12.3 Timely submission of the bids is the responsibility of the Bidders. Bidders should submit their bid on-line before Bid Closing date and time of the tender.
- 12.4 Bids other than submitted through OIL&S e-tender portal shall not be accepted.
- 13.0 **DEADLINE FOR SUBMISSION OF BIDS :**
- 13.1 **No bid can be submitted after the submission dead line is reached. Bids are to be submitted before the Bid Closing Date and Time mentioned in the “Invitation for Bid” in the system.** The system time displayed on e-procurement web page shall decide the submission dead line.
- 14.0 **MODIFICATION OF BIDS :**
- 14.1 The Bidder, after submission of bid, may modify or withdraw its bid by written notice prior to bid closing. After submission but before bid closing date and time, for any modification, bids may be returned to the bidder for resubmission against written request of the bidder. Bidder should mention the Bid Number

and User ID well in advance before closing time for withdrawal or resubmission of bid. It is the responsibility of the bidder to resubmit their bids after getting return back their offers within the bid closing date and time.

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

14.3 Bidder can delete their original bid and upload again their correct/revised bids within the stipulated bid closing date and time. However, such corrections/revisions/resubmission of bids including last minute decision by Bidders shall be solely on bidders' risk and responsibility. Company shall not assume any liability in this regard.

15.0 **WITHDRAWAL OF BIDS** : No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the bidder on the Bid document. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

16.0 **BID OPENING AND EVALUATION:**

16.1 Company will open the Bids, including submission(s) made pursuant to para 14.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Note. However, the Bidder's representative must produce an authorization letter from the bidder at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the opening of tenders. Only one representative against each bid will be allowed to attend.

16.2 Bid (if any) which are withdrawn prior to bid closing date shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.

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

16.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-para 16.2.

16.5 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these paragraphs, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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

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

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

17.0 OPENING OF PRICE BID:

17.1 Company will open the Price Bids of the technically qualified bidders on a predetermined date & time in the presence of interested technically qualified bidders. Technically qualified bidders will be intimated about the Price Bid opening date and time in advance and their authorized representative will be allowed to be present at the Price Bid opening.

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

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

18.0 EVALUATION AND COMPARISON OF BIDS :

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

19.0 CONTACTING THE COMPANY :

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

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

D. AWARD OF CONTRACT

20.0 AWARD CRITERIA:

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

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

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

22.0 NOTIFICATION OF AWARD:

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

- 22.2 The notification of award will constitute the formation of the Contract.
- 23.0 **SIGNING OF CONTRACT:**
- 23.1 At the same time as the Company notifies the successful Bidder(s) that his Bid has been accepted, the Company will either invite the bidder(s) for signing of the agreement or send the Contract Form provided in the bidding document. The form will be accompanied by the General & Special Conditions of Contract, scope of works, schedules of rates and all other relevant documents.
- 23.2 Within 15 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.
- 24.0 **PERFORMANCE SECURITY :**
- 24.1 Within 15 days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount specified in the Covering Note in the Performance Security Form (form of Bank Guarantee in the format) as provided in the Bidding Document or in any other form acceptable to the Company (Demand Draft) from a Bank located in India. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.
- 24.1 The performance security specified above must be valid for 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.
- 24.3 Failure of the successful bidder to comply with the requirements of para 23.1 to 24.1 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event, the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.
- 24.4 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.
- 24.5 The Performance Security will not accrue any interest during its period of validity or extended validity .OIL shall not be liable to pay any bank charges, commission or interest on the amount of Performance Security.
- 24.6 The Bank Guarantee issued by a bank amongst other shall contain the complete address of the bank including phone no., fax number, e-mail address and branch code.
- 24.7 If it is found that a Bidder has furnished fraudulent document/ information, the Performance Security shall be forfeited and the party will be debarred for a period of 3 (Three) years from the date of detection of such fraudulent act. In case of major & serious fraud, period of debarment may be enhanced.

25.0 PAYMENT TERMS:

25.1 The contractor shall submit his bills along with the measurements in respect of completed jobs only with items recorded serially in the standard measurement sheet, (Details of measurements to be submitted) on monthly basis. Payment will be made within 30 days from the date of receipt of the undisputed bills.

25.2 However, the mode of measurements will be as in technical /standard specifications. If not available in technical/standard specifications, then CPWD specification/IS codes /standard engineering practice for measurements of work shall be followed.

25.3 A complaint register shall be kept at the Residential Complex by the contractor in which officers / residents shall enter their complaints. Contractor's supervisors shall inspect the register daily and complaints shall be attended on the same day or within stipulated period as directed by EIC. For complaints which can not be attended immediately, the supervisor shall indicate likely date by which the complaints shall be attended. Against the same complaint, if the concerned engineer is not in agreement with the supervisor about the date by which the said complaint can be attended, he shall enter the new date against the complaint and the Contractor shall be bound to attend the complaint by such date. Supervisor shall obtain signature of the official / residents of the flats/premises in the complaints register after attending the complaints wherever possible and also put up challans in which signature of the residents / officials is to be obtained for the complaints attended. Based on these signed challans, contractor shall prepare and submit the bill along with all the challan for each work done, on the bill form to be made available by the department. The bill shall be passed for payment only after verification of the bills with challans.

25.4 During execution of work, if a job or a complaint is encountered, the rate for which is not available in the contract, the same shall be paid as extra item and payment shall be made as per CPWD 2012 SOR or MRP only whichever one is lower. Proof of MRP is to be provided by the contractor.

25.5 During the execution of work, if any permission is required from local bodies, the same shall be obtained by the contractor without any extra cost. However, if any statutory payment (s) / fee (s) is/are required to be paid by the contractor, the same shall be reimbursed by OIL, on production of receipt / vouchers.

25.6 The contractor shall remove all the debris from the work site to outside of the colony/premises upto any distance, without creating any nuisance to anyone and no extra payment will be paid on this account.

26.0 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSEs) :

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

(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 **“MISCELLANEOUS ELECTRICAL REPAIR, MAINTENANCE & INSTALLATION JOBS IN OIL’S ESTABLISHMENTS AT NOIDA/ DELHI INCLUDING RESIDENTIAL COMPLEX AT SECTOR-15A NOIDA.** Attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 ~~Contractor~~ means the individual or firm or body incorporated performing the work under this contract.
- 1.3 ~~Company~~ means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 The ~~Work~~ means each and every activities required for the successful performance of the services described under this contract.
- 1.5 Here 'Operating Area' means all OIL's office establishments at Noida/Delhi including residential complexes at these areas.
- 1.6 'Site' means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.7 ~~Contract Price~~ means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.8 'Company's Items' means the equipment, materials and services which are to be provided by Company/Contractor at the expense of Company.
- 1.9 'Contractor's Items' means the equipment, materials and services which are to be provided by Contractor/Company at the expense of the Contractor.
- 1.10 'Commencement Date' means the date on which the Contractor starts work as per the scope of work of the Contract.
- 1.11 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 1.12 ~~Company Representative~~ means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

2.0 EFFECTIVE DATE AND DURATION OF CONTRACT :

2.1 The initial period of the Contract will be for a period of 2(Two) years with effect from the date as specified in the Contract/ Letter of Award. After initial period of 2(Two) years this Contract shall stand terminated without requiring any notice from either party to the other. However, the Company may extend the Contract for a further period of 1(One) year at the same rates, terms and conditions if the services are found to be satisfactory and the contractor shall have no option to refuse such extension.

2.2 Jobs under the contract must be mobilized within 3 days from the date of receipt of intimation for the job. Separate work order will be issued for individual job.

3.0 CONTRACTOR'S PERSONNEL :

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

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

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

4.0 GENERAL OBLIGATIONS OF CONTRACTOR:

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

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

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

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

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

5.0 **GENERAL OBLIGATIONS OF COMPANY:**

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

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

6.0 **PAYMENT TERMS :**

As defined under para 25.0 of Section 6 II.

7.0 **PENALTY :**

As defined under para 6.0 of Section 6 IV.

8.0 **TAXES AND DUTIES:**

8.1 All taxes whether Corporate or Personnel or any other tax including Service Tax will have to be borne by the Contractor. The Contractor will assume all responsibilities in this regard. However, the Company will deduct income tax at source as per Indian Income Tax Act and other taxes as applicable under the law. **Bidders should clearly mention all applicable Taxes including Service Tax separately in the Bidding Format enclosed vide Appendix-II** to the Bid document which will be considered during evaluation of their offers.

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

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

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

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

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

8.7 The Contractor shall furnish the Company, if and when called upon to do, the relevant statements of accounts or any other information pertaining to work done under this contract for submitting the same to Tax Authorities, on specific request

by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated period as per the provisions of the Indian Income Tax Act. Company will not assume any responsibility whatsoever towards consequences of non-compliance to above.

- 8.8 The Contractor will arrange tax audit by competent audit firm as per the provision of Indian Tax Laws and submit a copy of the tax audit report to the Company, if and when asked.
- 8.9 Prior to start of operation under this contract, the Contractor shall furnish the Company all necessary documents, as asked for.
- 8.10 Corporate and personnel taxes on Contractor and their sub-contractor shall be the liabilities of the Contractor and Company shall not be responsible on this account.
- 8.11 All local taxes, levies and duties, sales tax, octroi, excise duty etc. on purchases/sales by the Contractor, its sub-contractor and agents shall be borne by the Contractor.

9.0 **LIQUIDATED DAMAGES:**

The Contractor shall complete the work within the specified time of the written order to commence work. Separate work order will be issued for individual job. During the currency of the job, the work progress should be commensurate with the time elapsed. The Contractor shall be liable to pay the Company a liquidated damage at 0.5% per week or part thereof of the Contract price of the specific work for which delay in completion takes place subject to a maximum of 7.5% only.

10.0 **USE OF COMPANY'S EQUIPMENT:**

- 10.1 Contractor shall assume the risk of and shall be solely responsible for damage to and loss or destruction of materials and equipment or supplies furnished by Company. In case there is a loss or damage to the company's equipment for causes attributable to contractor, the contractor shall compensate the company.

11.0 **WAIVERS AND AMENDMENTS :**

It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

12.0 **CONFIDENTIALITY:**

- 12.1 Contractor agrees to be bound by professional secrecy and undertakes to keep confidential any information obtained during the conduct of services and to take all reasonable steps to ensure that Contractor's personnel likewise keep such information confidential.
- 12.2 This obligation shall be kept in force even after the termination date and until such information will be disclosed by Company.

13.0 **NOTICES:**

- 13.1 Any notice given by one party to other, pursuant to the Contract shall be sent in writing or by Fax or E-mail and confirmed in writing to the applicable address specified below :

COMPANY

OIL INDIA LIMITED
PLOT NO. 19, SECTOR-16A,
NOIDA 6 201 301
UTTAR PRADESH
Fax No. 0120-2488327
E-MAIL: corp_c&p@oilindia.in

CONTRACTOR

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

14.0 **HEADINGS:**

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

15.0 **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.

16.0 **TERMINATION OF CONTRACT:**

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

17.0 **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.

18.0 **FORCE MAJEURE :**

In the event of either of the Parties being rendered unable wholly or in part

by 'Force Majeure' to carry out its obligation required to be performed by them

under the agreement when entered into it is agreed that on such party giving notice and full particulars of such Force Majeure in writing or by fax to, other party as soon as possible, after the occurrence of the clause relied on then the obligations of the party giving such notice so far as they are affected by such force majeure, shall stand suspended during continuance of any inability so caused but for no longer period and such as far as possible be remedied with all reasonable effort.

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

18.3 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.

19.0 SET OFF:

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

20.0 ARBITRATION :

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

21.0 FURNISHING OF FRAUDULENT INFORMATION/DOCUMENTS:

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

(END OF SECTION - III)

SECTION –IV

SPECIAL CONDITIONS

This tender will be governed by the following Special conditions :

1.0 PROCEDURE OF WORK :

1.1 A complaint register shall be kept at the Residential Complex by the contractor in which officers / residents shall enter their complaints. Contractor's supervisors shall inspect the register daily and complaints shall be got attended on the same day or within stipulated period as directed by EIC. For complaints which cannot be attended immediately, the supervisor shall indicate likely date by which the complaints shall be attended. Against the same complaint, if the concerned engineer is not in agreement with the supervisor about the date by which the said complaint can be attended, he shall enter the new date against the complaint and the contractor shall be bound to attend the complaint by such date. Supervisor shall obtain signature of the official / residents of the flats/premises in the complaints register after attending the complaints wherever possible and also put up challan in which signature of the residents / officials is must for the complaints attended, to the concerned engineers. Based on the challans, contractor shall prepare and submit the bill along with the signed challans for each work done, on the bill form to be made available by the department. The bill shall be passed for payment only after verification of the bill with challans.

1.2 During execution of work, if a job or a complaint is encountered, the rate for which is not available in the contract, the same shall be paid as extra item and payment shall be made as per CPWD 2014 SOR or MRP only whichever one is lower. Proof of MRP is to be provided by the contractor.

1.3 During the execution of work, if any permission is required from local bodies, the same shall be obtained by the contractor without any extra cost. However, if any statutory payment (s) / fee (s) is/are required to be paid by the contractor, the same shall be reimbursed by OIL, on production of receipt / vouchers.

1.4 The contractor shall remove all the debris outside of the colony/premises up-to any distance without creating any nuisance to anyone and nothing extra will be paid on this account.

2.0 SPECIAL CONDITIONS:

2.1 For the purpose of getting himself fully acquainted with the existing work site conditions, bidders are required to visit the site of the work before filling up his rates/percentage for submission.

2.2 The quantities set out in the accepted schedule of rates against item of works quantified are the quantities estimated to be required for such works and they shall not be taken as the actual and correct quantities of the works to be executed by the contractor in fulfilment of the obligations under the contract.

2.3 Samples of all materials to be used in the work shall be first approved by the Engineer-in-Charge before actual use on the work.

2.4 Items of work shown in the bill quantities deem to include all lead, lift of the materials unless otherwise provided in the latest CPWD specifications.

- 2.5 In respect of items of work or materials where no specifications are available in local CPWD specifications, the relevant ISI code will be applicable.
- 2.6 The contractor should have sufficient resources (manpower and equipment etc.) to carry out the jobs at more than one location/site simultaneously and shall have to carry-out the jobs immediately, as and when asked by the Engineer-in-Charge. The contractor shall carry out the work in stages wherever required, to cause minimum disturbance to the occupants.
- 2.7 The OIL reserves the right of fixing priority for one work over other and the contractor shall be required to execute the work as per priority fixed by the OIL or as per the instructions of EIC or his authorized representatives.
- 2.8 The Contractor shall arrange the materials required for day to day activities, in anticipation, for which sample shall be got approved in advance from Engineer In-Charge conforming to the specifications of respective item.
- 2.9 The Contractor should provide authorized identity card along with photograph duly attested to all workmen engaged for the job. List of personnel engaged by the contractor along with their permanent address and other details should be submitted to the concerned EIC before signing the formal agreement. The contractor shall inform in advance to the Company's engineer if he wishes to replace any person deployed by him. Details of new persons should be submitted to EIC for approval for deployment. No person shall be deployed by the contractor in execution of the contract without the approval of EIC in advance.
- 2.10 All employees of the Contractor must carry his valid identity card while visiting locations for carrying out the job.
- 2.11 The Contractor should provide the list of the Supervisor, Electrician / Technician and Helper/ Tradesmen in the following format with mobile number with photo copies of Supervisory Certificate of Competency/ Work man permit, Educational qualification and experience certificate from earlier employer/contractor before signing the formal agreement if the contract is awarded to the contractor.
- 2.12 Contractor personnel shall get the signature of the occupant or complainer after completion of the job in the report sheet.
- 2.13 Electrical supervisor will monitor and oversee a team of electricians who would provide technical guidance regarding the installation, maintenance and repair of electrical systems. The duties for electrical supervisor include making schedules, assigning work to employees. The supervisor ensure the proper maintenance of equipment, compliance with electrical codes and adherence to safety regulations.
- 2.14 The employees of the Contractor must maintain decorum while entering a house for carrying out jobs. In no case any of his team members shall enter into any argument or dispute with the occupant of the house or any person.
- 2.15 The Contractor must ensure that the personnel engaged by him are of good character and integrity. If any contractor's person is found to misbehave with the occupants, the contractor will have to replace him within twenty four hours of complaint lodged verbally or in writing by the Company's Engineer.

2.16 If any of the contractor's person is found to work under the influence of alcohol, contractor shall have to replace him within twenty-four hours of complaint lodged verbally or in writing by the company's Engineer.

2.17 The Contractor shall provide all tools and tackles, ladders & transportation required for carrying out the electrical repair/ maintenance / installation works. The minimum tools and tackles equipment / instrument and ladders to be provided by the Contractor.

2.18 The Contractor should keep the following tools & tackles for carrying out the jobs:

- One number insulation tester
- Two numbers Insulation Meggers each of 500V & 1000V ratings
- One number Earth Test Megger
- One number 18/24 Feet Double self supporting 4 leg Ladders.
- One number Digital Clip on Meter (Tong Tester)
- One number Hand Drill Machine
- One number Crimping Tools (up to 95 sq.mm cable)
- One number Digital Ammeter &
- One number Digital Voltmeter

2.19 All the materials to be used should comply with latest Indian Standard Specification and the samples of materials supplied shall be approved by EIC or his authorized representative.

2.20 The Contractor shall employ one Electrical Supervisor as per qualification and experience given in Sl.no. 3.0 (below) to supervise all the jobs performed by the teams so that all jobs are carried out up to the satisfaction of the customers and shall report to EIC everyday at office chamber during office hour.

2.21 While carrying out repair /maintenance /installation job, the contractor must ensure that proper earthing system is maintained as per IE rules 1956 with latest amendments. Workmanship shall be of the highest standard conforming to best safety practices.

2.22 The Contractor must complete in all respect minimum 90% of all jobs given to him in a single day.

2.23 The Contractor must submit all pending reports each day clearly stating the reasons as to why those jobs could not be carried out in a separate sheet.

2.24 In no case the Contractor should use occupant's household belonging such as chairs, tables etc. for carrying out electrical jobs.

2.25 For Rate Contract, there is no deviation limit. The quantities of each item can be executed up-to any limit, based on requirements. It may also be noted that some of the items may not be executed at all, due to non-requirement.

2.26 The Contractor shall maintain attendance of his personnel on daily basis and the same shall be made available to the company's Engineer as and when asked for.

2.27 The Contractor shall make payments to his personnel on or before a stipulated date (exact date will be intimated to the contractor on time to time basis as per OIL's guidelines) of every month. The contractor shall maintain the payment details made to his personnel in a bound register having signed by his personnel on revenue stamp and the same shall be produced to company's Engineer as and when asked for.

3.0 **MAN POWER:**

3.1 The Contractor shall have to station a team every day on 24/7 basis in OIL RESIDENTIAL COMPLEX, Sector-15A, Noida. The team should comprise of at least one no. Electrician/ Technician (skilled labour) and one no. helper/Tradesman (unskilled labour) to carry out the jobs allocated to the team daily.

3.2 The list of man power must be submitted to company's Engineer for approval before signing the formal agreement.

3.3 The following man power must be engaged by the contractor to execute the contract:

a) Supervisor :1(One) no. (minimum) - Should be Diploma /ITI in Electrical Engineering with valid Electrical Supervisor Certificate of Competency with part 1,2 issued / recognized by State Electrical Licensing Board.

b) Electrician: Electrician should have passed class -X with ITI in Electrical Trade having valid workman permit with clause (i) issued/recognized by the State Electrical Licensing Board with Minimum 02(Two) years of experience in similar nature of jobs.

c) Helper (Tradesman): Helpers/Tradesman should pass minimum class VIII and should be able to read and write simple English/Hindi with 3(Three) years experience in similar nature jobs.

4.0 **SAFETY MEASURES:**

4.1 The contractor shall carry out the work at various site in such a way that no hindrance or injury is caused to the personal at sites, workshops, stores, buildings, offices, work areas and to the other agencies working in the area, without causing any damage to the existing facilities, equipment, property etc. Any damage so occurred to person/ property of OIL shall be made good by the Contractors at his / their own cost or as directed by the Engineer-in-charge.

4.2 The work carried out in close proximity of live electrical lines/ gas pipelines etc. should be done without any disturbance to the lines and with due safety precaution. Permissions/ licenses if any needed from authorities should be obtained by the contractor. The contractor has to provide safety kits and liveries to their personnel.

4.3 All jobs must conform to Indian Standards and Indian Electricity Rules 1956 with latest amendment with special regards to safety.

4.4 The Contractor will be solely held responsible for any incident or accident (like fire, electric shock leading to loss of life and property) in the premises where electrical repair /maintenance/ installation jobs as per IE Rule has been carried out by the contractor in the recent past due to sub standard workmanship or violation of safety standards. In that circumstances the Contractor will have to bear all the necessary compensations towards loss of life and property. Special care should be taken by the

contractor while fixing ceiling fans/main switches/distribution boards/ MCBs so that accident can be avoided that may result from sub standard jobs.

4.5 The Contractor shall hold full responsibility for safety of his employed personnel while on duty. Company shall not be held responsible for any work accident to any of the Contractor's employed persons. The contractor should arrange for general accident insurance of his personnel.

4.6 The Contractor shall offer inspection of his tools and tackles and ladders and Godown by the Company's Engineer before the commencement of the contract and at any point of time during the contractual period. The Contractor has to replace any sub-standard / defective / worn out tools and tackles/equipment /meters/ladders etc. as per advice by the Company's Engineer.

5.0 **SAFETY APPARELS:**

5.1 Cotton overalls - The personnel should be provided overall and it should cover the fully body (including arms and legs), be non-synthetic, of non-fusible material and flame resistant. Clothing make from conductive material or containing metal threads should not be worn.

5.2 Footwear - Shoes or boots complying with AS/NZS 2210.2 and selected and maintained to AS/NZS 2210.1.

5.3 Safety Helmets - Headwear complying with AS 1801.

5.4 Providing Safety Belt/Harness - Persons using ladders on poles or similar structures should be constrained by an appropriate safety belt or harness (as per AS/NZS 1891.1 and AS 2626). It must be checked and inspected each time before use with particular attention being paid to buckles, rings, hooks, clips and webbing, complying with AS 2626.

5.5 Insulated blankets should be a disposal and be tested in accordance with the requirements of AS/NZS 2978.

5.6 Tested Insulated Hand Gloves - Gloves insulated to the highest potential voltage expected for the work being undertaken complying with AS 2225.

5.7 Insulated Rescue stick

5.8 Ear Plus or muffs against Noise Protection as per AS 1270.

5.9 Eye Protection - Metal spectacle frames are not acceptable; eye protection should comply with
AS/NZS 1337.

5.10 Leather Hand Gloves - For D-energized electrical other works

5.11 Shrouding, Barriers and Warning Notices should be made available during the routine in-service and testing of electric tools, as described in AS/NZS 3760 (In-Service Safety Inspection and Testing of Electrical Equipment)

5.12 '**DANGER- DO NOT USE**' board should be made available for labelling the equipment found to be defective, which must immediately be withdrawn from service for repairs.

6.0 PENALTY CLAUSE :

6.1 For non execution/ completion OR unreasonable delay in execution/completion of any electrical repair / maintenance /installation job by the Contractor, the Company shall reserve the right to deduct from the Contractor's bill, an amount equal to twice the cost of that work as per the contract.

6.2 The Company shall reserve the right to get the work done through any other source. The contractor shall have no objection in such cases.

However, Company's Engineer-In-Charge reserves the right to waive-off the liquidated damages in part or in whole if the reason for non completion of jobs attributed to the contractor due to some unforeseen/unavoidable circumstances for which the contractor could not carry out the complete job.

7.0 PROTECTION OF WORK :

The Contractor shall be responsible for providing temporary closure of all openings necessary for the protection of the work during progress. He shall also provide and maintain any other temporary covering required for the protection of finished/unfinished work that may be damaged during the progress of the work if left unprotected.

8.0 MAKE GOOD OF DEFECTIVE WORK :

All the defective or damaged work shall be taken down and renewed or repaired to the satisfaction of OIL's Engineer without any extra charges.

9.0 The Contractor shall have to carry out the work set out in the Schedule of work (Appendix-I) in accordance with terms and conditions of the contract and general specifications read in conjunction with any drawings and particular specifications and instructions of this Contract.

10.0 The Contractor shall provide all labour supervision and transport and such specified materials described in Appendix I including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for all incidental and contingent work which are although not specifically mentioned in the contract, but are necessary for its completion in a sound and workmanlike manner.

11.0 The Contractor shall have no claim against the Company in respect of any work which may be withdrawn, but only for work actually completed under this Contract. The Contractor shall have no objection to carry out work in excess of the quantities stipulated in Appendix-I, if so ordered by the Company on the same rates, terms and conditions.

12.0 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) Family Pension Scheme
- vii) Inter State Migrant Workmen (Regulation of Employment and Conditions of Services) Act, 1979 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).
- viii) 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.

12.1 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, in force from time to time and obtain necessary permits / licenses etc. from appropriate authorities for conducting operations under the Contract . Contractor will be solely responsible for any lapse(s) against the same.

13.0 The Contractor shall clear away all rubbish and surplus materials from the site on completion of work and shall clear the worksite .

14.0 CERTIFICATE OF COMPLETION :

The work shall not be considered as complete until certifies in writing that the work has been completed. The work shall not be considered as completed until the Contractor clears all dirt and dust and cleans the work site.

15.0 PAYMENT :

15.1 The contractor shall submit his bills along with the measurements in respect of completed jobs only with items recorded serially in the standard measurement sheet Details of measurements to be submitted on monthly basis. Payment will be made within 30 days from the date of receipt of the undisputed bills.

15.2 However, the mode of measurements will be as in technical / standard specifications. If not available in technical/standard specifications, then the CPWD specification/IS codes/standard engineering practice for measurements of work shall be followed.

15.3 A complaint register shall be kept at the Residential Complex by the contractor in which officers / residents shall enter their complaints. Contractor's supervisors shall inspect the register daily and complaints shall be attended on the same day or within stipulated period as directed by EIC. For complaints which can not be attended immediately, the supervisor shall indicate likely date by which the complaints shall be attended. Against the same complaint, if the concerned engineer is not in agreement with the supervisor about the date by which the said complaint can be attended, he shall enter the new date against the complaint and the Contractor shall be bound to attend the complaint by such date. Supervisor shall obtain signature of the official / residents of the flats/premises in the complaints register after attending the complaints wherever

possible and also put up challans in which signature of the residents / officials is to be obtained for the complaints attended. Based on these signed challans, contractor shall prepare and submit the bill along with all the challan for each work done, on the bill form to be made available by the department. The bill shall be passed for payment only after verification of the bills with challans.

15.4 During execution of work, if a job or a complaint is encountered, the rate for which is not available in the contract, the same shall be paid as extra item and payment shall be made as per CPWD 2014 SOR or MRP only which one is lower. Proof of MRP is to be provided by the contractor.

15.5 During the execution of work, if any permission is required from local bodies, the same shall be obtained by the contractor without any extra cost. However, if any statutory payment (s) / fee (s) is/are required to be paid by the contractor, the same shall be reimbursed by OIL, on production of receipt / vouchers.

15.6 The contractor shall remove all the debris from the work site to outside of the colony/premises upto any distance, without creating any nuisance to anyone and no extra payment will be paid on this account.

16.0 The Contractor employing more than 20(twenty) workmen on any day of the preceding 12 months shall be required to obtain requisite licence 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 & Abolitions) Act 1970 and the CLRA Central Rule 1971.

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

18.0 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.

19.0 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.

20.0 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.

21.0 The Company's representative shall not allow / accept those men who are not provided with the same.

22.0 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.

23.0 LIABILITY :

23.1 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.

23.2 Neither Company nor its servants, gents, 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.

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

23.4 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.

23.5 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.

14.1 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.

14.2 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.

15.0 **CONSEQUENTIAL DAMAGE:**

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.

16.0 **WITH-HOLDING:**

16.1 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) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools or machinery.
- (g) Damage to another Contractor of Company.
- (h) All claims against Contractor for damages and injuries, and / or for non-payment of bills.
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 the 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 .

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

16.2 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.

17.0 MISCELLANEOUS PROVISIONS :

17.1 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.

17.2 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.

18.0 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.

19.0 INSURANCE IN RESPECT OF DAMAGE TO PERSONS & PROPERTY

The Contractor shall be responsible for all/any injury to persons and/or damage to things, structures, or property which may arise due to his negligence or of his any nominated sub-contractor's employees. Whether such injury or damage arise from carelessness, accident or any other causes whatsoever in any way connected with the carrying out of this Contract.

20.0 The Contractor shall indemnify OIL against all claims which may be made against OIL by any member of the public or other third party in respect of anything which may arise in respect of the works or in correspondence thereof and shall

remedy at its own expense. The Contractor shall similarly indemnify OIL against all claims which may be made upon OIL whether under the currency of this Contract or at common law in respect of any employees of the currency of this Contract or at common law in respect of any employees of the Contractor or any sub-contractor and shall remedy at his own expense.

21.0 **ADDITIONAL CONDITIONS:**

Any additional terms and conditions agreed upon between OIL and the Contractor shall also form a part of this Contract.

22.0 The Contractor shall be responsible for complying with all regulatory/mandatory rules & regulations with respect of his employees or those of his sub-contractors at OIL's site. The Contractor shall indemnify OIL from all suits arising out of non-compliance of rules and regulations with respect to personnel employed by him at the employer's site.

(END OF SECTION – IV)

SECTION – V
SCOPE OF WORK

1.0 Oil India Limited intend to enter into a contract for carrying out miscellaneous electrical repair/ maintenance/ installation job in its permanent /temporary residential premises and offices in Delhi/Noida. If any other houses/ flats/ offices is acquired by OIL during the currency of the contract, that too may be required to be maintained as per rates of the contract at the sole option of OIL.

2.0 **Specifications of various materials to be used for the various jobs under the contract and their approved brands are as under:**

<u>Sl. Specification of Materials</u>	<u>Approved Brands</u>
a) Wires- PVC insulated copper	: Finolex/Havells/Anchor/Kalinga or equivalent
b) Cables (armored)	: Gloster/Nicco/Havells/Evershine/KDK or equivalent
c) A.C Starter, Plug Socket	: Legrand/Crabtree/Northwest/MK or equivalent.
d) Light & Power switch, socket, Type top plug, combined box, holder	: Anchor/Roma/ Phillips/Havells/ Modular or equivalent.
e) Telephone Socket	: RJ-11 Crabtree/Anchor/Roma or equivalent
f) DB MCB box	: Legrand/ Havell's/Standard or equivalent
g) MCB/MCCB	: Legrand/Havell's/Standard or equivalent
h) Telephone cable	: D-Link/Netco/National/Havells or equivalent
i) Light fitting	: Philips/Wipro/Bajaj/Havells or equivalent
j) Fuse Switch	: L&T / Havells/Standard or equivalent
k) Telephone Connector	: Corn or equivalent
l) Exhaust fan	: Crompton/Orient/Khaitan
m) P.V.C tape	: Steel Greep or equivalent
n) Call bell	: Anchor or equivalent
o) Cable Lug	: Dowell's/Johanson or equivalent
p) Cable Gland	: Brass heavy type good quality
q) Distribution board	: MDS / Havells/Legrand or equivalent
r) MS conduit	: Heavy duty with ISI mark 16 SWG AKG
s) Starter & single phasing preventer	: SEIMENS/L&T/Havells or equivalent
t) Pipe PVC Rigid Conduit	: Kalinga/Super/AKG or equivalent
u) PVC fitting for Rigid	: Kalinga/Super/AKG or equivalent
v) PVC Roll Pipe	: Super Dalda/Kalinga/KKG or equivalent
w) PVC conduit pipe & fittings	: Kalinga Super/AKG or equivalent
x) Fan regulator	: Anchor/Roma/North West or equivalent
y) Bulb, CFL, Tube light, Choke, Starter	: Philips/Bajaj/Crompton/Havells or equivalent
z) Geyser elements/thermostat assembly, tank	: Bajaj/Recold/Crompton or equivalent

3.0 . Successful bidders must use only these approved brands of materials while executing various jobs.

4.0 PROCEDURE OF WORK :

4.1 A complaint register shall be kept at the Residential Complex by the contractor in which officers / residents shall enter their complaints. Contractor's supervisors shall inspect the register daily and complaints shall be attended on the same day or within stipulated period as directed by EIC. For complaints which can not be attended immediately, the supervisor shall indicate likely date by which the complaints shall be attended. Against the same complaint, if the concerned engineer is not in agreement with the supervisor about the date by which the said complaint can be attended, he shall enter the new date against the complaint and the Contractor shall be bound to attend the complaint by such date. Supervisor shall obtain signature of the official / residents of the flats/premises in the complaints register after attending the complaints wherever possible and also put up challans in which signature of the residents / officials is to be obtained for the complaints attended. Based on these signed challans, contractor shall prepare and submit the bill along with all the challan for each work done, on the bill form to be made available by the department. The bill shall be passed for payment only after verification of the bills by the concerned department.

4.2 During execution of work, if a complaint is encountered, the rate for which is not available in the contract, the same shall be paid as extra item and payment shall be made as per CPWD 2014 SOR or MRP only which one is lower. Proof of MRP is to be provided by the contractor.

4.3 During the execution of work, if any permission is required from local bodies, the same shall be obtained by the contractor without any extra cost. However, if any statutory payment (s) / fee (s) is/are required to be paid by the contractor, the same shall be reimbursed by OIL, on production of receipt / vouchers.

4.4 The contractor shall remove all the debris from the work site to outside of the colony/ premises upto any distance, without creating any nuisance to anyone and no extra payment will be paid on this account.

4.5 The contractor or his representative shall report to the officer in charge at his office daily on all working days for necessary instructions.

(END OF SECTION -V)

SECTION – VI

BIDDING INSTRUCTIONS

Schedule of Rates for various jobs / items & the estimated quantity have been provided in the enclosed APPENDIX-I of the Bid document. Total estimated value of the tender based on the rates & quantity shown in the APPENDIX-I is Rs.68,46,082.32.

Bidders have to quote their offer in percentage above or below the rates. This will be applicable for all the rates mentioned in APPENDIX-I. Bidders have to fill up (quote) the Bidding Format enclosed as **ANNEXURE-I**.

If the rates of the bidder are above the indicated Schedule of Rates ,the bidder should indicate the percentage with(+) sign i.e. if the rates of the bidder are "A%" above the Schedule of Rates ,they should mention as "+A%"

If the rates of the bidder are below the indicated Schedule of Rates ,the bidder should indicate the percentage with(-) sign i.e. if the rates of the bidder are "A%" below the Schedule of Rates they should mention as "- A%" .

Quoted rates should be exclusive of all taxes and duties etc. Bidders to mention taxes & duties separately in percentage(%) in **ANNEXURE-I**.

(END OF SECTION-VI)

SECTION – VII

FORM OF BID SECURITY (BANK GUARANTEE)

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

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

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws his Bid during the period of bid validity specified by the bidder
- (2) If the Bidder, having been notified of the acceptance of his Bid by the Company during the period of Bid validity :
 - a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, on tender document;
 - OR
 - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders on tender documents.
- 3) If it is found that a Bidder has furnished fraudulent document/informations, the Bid Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act.

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 210 days from the Bid Closing i.e. it should be valid till 28.07.2017) . Any demands in respect thereof should not reach the bank not later than the above date.

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

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

(END OF SECTION-VII)

SECTION – VIII

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

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

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

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

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

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

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

This guarantee is valid until the date (í í .) 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 Acceptance,
 - c) The said Bid and Appendix,
 - d) The Technical Specifications, if any
 - e) The Priced Bid and Quantities,
 - g) The Schedules of Supplementary Information, if any
 - h) The Special Conditions of Contract and
 - i) The General Conditions of Contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

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

SIGNED, SEALED AND DELIVERED :

By the said Name _____

On behalf of the Contractor

in the presence of:

(END OF SECTION - IX)

SECTION – X

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

1.0. BID REJECTION CRITERIA (BRC):

The bid shall conform generally to the specifications and terms and conditions given in the Bid Document. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected. All documents related to BRC must be submitted along with the Techno-Commercial Bid.

1.1 TECHNICAL CRITERIA:

- a) The bidder should possess valid Electrical License issued by UP/Delhi State Licensing Board. An photocopy of the same must be enclosed along with the Technical Bid. Technical Bids not accompanied by copy of above license will be rejected.
- b) The bidder should have experience of at least one SIMILAR work of minimum value of Rs. 17.12 lakhs during the last 7 (seven) years reckoned from the original Bid Closing date i.e. 30.12.2016.

Note:

- i) **SIMILAR WORK** : Similar nature of work means electrical maintenance works with auto ON/OFF power control mechanism between State Grid Power Supply & Captive Power Supply for Multistoried Office Building/ Multistoried Housing Complex etc.
- ii) For proof of requisite experience, bidder must submit the following documents/photocopies along with the Technical Bid :
 - a) Copy of contract document or work order showing details of work executed by them.
 - b) Certificate from the client towards satisfactory execution of the contract showing Contract Number, Description of Work and Value of services provided against the contract.
 - c) Contractors who are giving Contract copies along with extension letters, if issued from Oil India Limited need not submit completion certificate separately.

1.2 FINANCIAL EVALUATION CRITERIA:

- (a) Annual Financial Turnover of the bidder during **any of preceding three financial / accounting years from the original bid closing date should be at least Rs.20.54 lakh.**
- (b) **Net worth** of bidder must be positive for preceding financial/ accounting year.
- (c) Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the

preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the balance sheet/Financial Statements for the financial year 2015-16 has actually not been audited so far.

Note: For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the Technical bid:

- i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net Worth as per format prescribed in PROFORMA-II).

OR

- ii) Audited Balance Sheet along with Profit & Loss account.

1.3 The bidder must quote their Price- Bids on the basis of % (percentage) above or below the Internal Estimates provided in the Bidding Format vide **ANNEXURE-I** enclosed with the tender document. Price Bid received in any other form will be rejected.

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

1.5 Bidder shall furnish the Bid Security for the amount as specified in Covering Note in Section-I. Bid security must be submitted in the manner mentioned in Para 9.0 of Section-II (Instructions to Bidders). Any bid not accompanied by Bid Security along with the Technical Bid will be rejected. Bid Security, if furnished in the form of Bank Guarantee, then the Bank Guarantee must be valid for a period of 210 days from the scheduled Bid Closing date.

1.6 Any bid containing a false statement shall be rejected.

1.7 Offers received in any form, other than through OIL's e-Portal will be rejected. Bidders have to submit their offer in Single stage Two Bid System as described in this tender document, otherwise the offer will be rejected.

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

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

- Performance Security Deposit Clause
- Penalty Clause
- Taxes and Duties Clause
- Force Majeure Clause

- Termination Clause
- Arbitration Clause
- Liability Clause

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

1.11 **Integrity Pact:** The Integrity Pact is applicable against this tender .OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide PROFORMA-III of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Bidder must agree to sign Integrity Pact and upload the digitally signed Integrity Pact PROFORMA-III along with their Technical bid. In case they refuses to sign Integrity Pact PROFORMA-III, their bid shall be rejected. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

1.12 All the conditions of the contract to be placed with the successful bidder are given in various Sections of this bid documents. Bidders should state their compliance/ non compliance to these clauses in Proforma-I enclosed. 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.

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

2.0 BID EVALUATION CRITERIA (BEC)

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

- 2.1 Bids will be technically evaluated as per the requirements of the tender. The bid should meet the requirements and specifications of the Bid Document.
- 2.2 Bids conforming to the technical specifications, the terms and conditions stipulated in the tender document and conforming to the Bid Rejection Criteria will be evaluated to determine the lowest bidder.
- 2.3 The Price- Bids will be evaluated on the basis of % (percentage) above or below the Internal Estimates provided by the bidder in the Bidding Format (ANNEXURE-I) enclosed with the tender document and the lowest bidder will be evaluated accordingly.
- 2.4 The estimated quantities indicated in the internal estimate are for evaluation purpose only . The actual utilisation of services may be more or less depending upon the requirement during the contract period and the payment will be made for the actual quantity of services rendered by the contractor.

- 2.5 OIL reserves the right to award contracts to more than one bidder. The lowest bidder (L1) will be awarded with 60% of the total estimated value of the work. Remaining 40% of the work will be awarded to L2 bidder, subject to matching their rates with the lowest bidder.**
- 2.6 In case of single offer against the tender, contract for 100% of the tender value will be awarded to the single bidder, provided the single offer received is found technically acceptable and quoted rates are reasonable.**
- 2.7 Any additional information, terms or conditions included in the online Price-Bid will not be considered by OIL for evaluating of the tender.**

PROFORMA-I

STATEMENT OF COMPLIANCE

(Only exceptions/deviations to be rendered)

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

(Authorised Signatory)

Name of the bidder _____

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

(END OF SECTION - X)

PROFORMA-II

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON
THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years upto**(as the case may be)** are correct.

YEAR	TURN OVER In INR.	NET WORTH In INR.

Place:

Date:

Seal:

Membership No. :

Registration Code:

Signature

INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section: 1 -Commitments of the Principal

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

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

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

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 -Compensation for Damages

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

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

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

Section 5 -Previous transgression

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

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

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

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

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

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

(to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place. NOIDA.
Date í í í í í

(END OF SECTION-X)

ANNEXURE-I

BIDDING FORMAT FOR e-TENDER NO. CLI 3120 P17 .

Total Estimated Cost : (calculated as per the Schedule of Rate & the estimated quantity given in the Schedule of Rates in Appendix-I enclosed to Bid Documents.	Rs. 68,46,082.32	In Rs.
Bidders to quote in Percentage above (+) or below (-) the Total Estimated Cost.		In %
Taxes , if any. (Bidder to quote in percentage)		In %
Service Taxes (Bidder to quote in percentage)		In %

Note:

1. If the rates of the bidder are above the indicated Schedule of Rates, the bidder should indicate the percentage with (+) sign in the place provided above i.e. if the rates of the bidder are “A%” above the Schedule of Rates, they should mention as “+A” in the place provided above.
2. If the rates of the bidder are below the indicated Schedule of Rates, the bidder should indicate the percentage with (-) sign in the place provided above i.e if the rates of the bidder are “A%” below the Schedule of Rates, they should mention as “-A” in the place provided above.
3. **Bidders should clearly mention all applicable Taxes & Service Tax separately in the above Bidding Format** which will be loaded to their quoted price while evaluating their offers.

(End of ANNEXURE-I)

APPENDIX-I

SCHEDULE OF RATES & QUANTITY

(e-TENDER NO. CLI 3120P17)

MISCELLANEOUS ELECTRICAL MAINTENANCE JOBS AT ALL OIL'S ESTABLISHMENT AT NOIDA/DELHI INCLUDING RESIDENTIAL COMPLEXES AT SECTOR-15A, NOIDA.					
Sl. No.	Description of Items	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
1	Wiring for circuit/ submain wiring along with earth wire of sizes FRLS PVC insulated copper conductor, single core cable in surface/ recessed steel conduit as required, Size - 2 X 4 sq. mm + 1 X 4 sq. mm earth wire .	Metre	240.00	231.00	55440.00
2	Wiring for circuit/ submain wiring along with earth wire of sizes FRLS PVC insulated copper conductor, single core cable in surface/ recessed steel conduit as required, Size - 2 X 6 sq. mm + 1 X 6 sq. mm earth wire.	Metre	240.00	315.00	75600.00
3	Wiring for circuit/ submain wiring along with earth wire of sizes FRLS PVC insulated copper conductor, single core cable in surface/ recessed steel conduit as required, Size - 2 X 10 sq. mm + 1 X 10 sq. mm earth wire.	Metre	240.00	417.00	100080.00
4	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FR PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit, with piano/modular type switch, phenolic laminated sheet, suitable size M.S. box and earthing the point with 1.5 sq.mm. FR PVC insulated copper conductor single core cable etc. as required.	Metre	240.00	675.00	162000.00
5	Supplying and drawing of FRLC PVC insulated copper conductor, single core cable in the existing surface/ recessed steel/ PVC conduit as required, Size - 2 x 1.5 sq. mm.	Metre	240.00	36.00	8640.00
6	Supplying and drawing 4 pair 0.5 sq mm FRLS PVC insulated annealed copper conductor, unarmored telephone cable in the existing surface/ recessed steel/ PVC conduit as required.	Metre	240.00	27.00	6480.00
7	Supplying and drawing co-axial TV cable RG-6 grade, 0.7 mm solid copper conductor PE insulated, shielded with fine tinned copper braid and protected with PVC sheath in the existing surface/ recessed steel/ PVC conduit as required.	Metre	240.00	28.00	6720.00

8	Supplying and fixing of 20 mm sizes of medium class PVC conduit along with accessories in surface/recess including cutting the wall and making good the same in case of recessed conduit as required.	Metre	240.00	53.00	12720.00
9	Supplying and fixing 5/6 amps piano type switch/ socket on the existing switch box/ cover including connections etc. as required.	Each	240.00	33.00	7920.00
10	Supplying and fixing 2 way 5/6 amps piano type switch/ socket on the existing switch box/ cover including connections etc. as required.	Each	240.00	37.00	8880.00
11	Supplying and fixing 15/16 amp piano type switch/ socket on the existing switch box/ cover including connections etc. as required.	Each	240.00	72.00	17280.00
12	Supplying and fixing 3 pin 5/6 amp socket outlet piano type switch/ socket on the existing switch box/ cover including connections etc. as required.	Each	240.00	41.00	9840.00
13	Supplying and fixing 3 pin 5/6 amp socket outlet piano type switch/ socket on the existing switch box/ cover including connections etc. as required.	Each	240.00	83.00	19920.00
14	Supplying and fixing Telephone socket outlet piano type/modular type switch/ socket on the existing switch box/cover including connections etc. as required.	Each	238.00	52.00	12376.00
15	Supplying and fixing TV antenna socket outlet piano/modular type switch/ socket on the existing switch box/ cover including connections etc. as required.	Each	240.00	46.00	11040.00
16	Supplying and fixing Bell push piano type switch/ socket on the existing switch box/ cover including connections etc. as required.	Each	240.00	44.00	10560.00
17	Supplying and fixing 5/6 amps modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.	Each	240.00	81.00	19440.00
18	Supplying and fixing 15/16 amp modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.	Each	240.00	111.00	26640.00
19	Supplying and fixing 3 pin 5/6 amp socket outlet modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.	Each	240.00	79.00	18960.00
20	Supplying and fixing 6 pin 15/16 amp socket outlet modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.	Each	240.00	150.00	36000.00

21	Supplying and fixing Bell push modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.	Each	240.00	111.00	26640.00
22	Supplying and fixing stepped type electronic fan regulator on the existing modular plate switch box including connections but excluding modular plate etc. as required.	Each	240.00	284.00	68160.00
23	Supplying and fixing 3 pin, 5 amp ceiling rose on the existing junction box/ wooden block including connection etc as required.	Each	240.00	43.00	10320.00
24	Supplying and fixing bakelite/brass batten/angle/ pandent holder including connection etc. as required.	Each	240.00	74.00	17760.00
25	Erection of wall bracket light/ceiling fittings of all sizes and shapes containing upto two GLS lamps per fitting, complete with all accessories including connection etc. as required.	Each	240.00	52.00	12480.00
26	Supplying and fixing call bell/ buzzer suitable for single phase, 230 volts, complete as required.	Each	240.00	61.00	14640.00
27	Providing and fixing plain 16/0.20mm (0.50sqmm) twin flat flexible, FR PVC insulated, copper cable, in PVC sleeve of suitable size on the floor/ wall, or side of the table/ door etc. as required.	Metre	240.00	21.00	5040.00
28	Installation, testing and commissioning of pre-wired, fluorescent fitting / compact fluorescent fitting of all types, complete with all accessories and tube etc. directly on ceiling/ wall, including connection with 1.5 sq. mm FR PVC insulated, copper conductor, single core cable and earthing etc. as required.	Each	240.00	91.00	21840.00
29	Installation, testing and commissioning of ceiling fan, including wiring the down rods of standard length (upto 30 cm) with 1.5 sq. mm FR PVC insulated, copper conductor, single core cable, including providing and fixing phenolic laminated sheet cover on the fan box etc. as required.	Each	240.00	233.00	55920.00
30	Installation of exhaust fan upto 450 mm sweep in the existing opening, including making good the damage, connection, testing, commissioning etc. as required.	Each	240.00	204.00	48960.00
31	Supplying and fixing of Single pole 5 amps to 32 amps rating, 240/415 volts, "C" curve, miniature circuit breaker suitable for inductive load in the existing MCB DB complete with connections, testing and commissioning etc. as required.	Each	240.00	169.00	40560.00
32	Supplying and fixing of Double pole 5 amps to 32 amps rating, 240/415 volts, "C" curve, miniature circuit breaker suitable for inductive load in the existing MCB DB complete with connections, testing and commissioning etc. as required.	Each	240.00	459.00	110160.00

33	Supplying and fixing of Triple pole and neutral 5 amps to 32 amps rating, 240/415 volts, "C" curve, miniature circuit breaker suitable for inductive load in the existing MCB DB complete with connections, testing and commissioning etc. as required.	Each	240.00	887.00	212880.00
34	Supplying and fixing single pole blanking plate in the existing MCB DB complete etc. as required.	Each	240.00	7.00	1680.00
35	Supplying and fixing of 40 amps rating, double pole, 240 volts, isolator in the existing MCB DB complete with connections, testing and commissioning etc. as required.	Each	240.00	218.00	52320.00
36	Supplying and fixing of 63 amps rating, double pole, 240 volts, isolator in the existing MCB DB complete with connections, testing and commissioning etc. as required.	Each	240.00	250.00	60000.00
37	Supplying and fixing of 63 amps rating, four pole, 415 volts, isolator in the existing MCB DB complete with connections, testing and commissioning etc. as required.	Each	240.00	670.00	160800.00
38	Supplying and fixing of 40 amps rating, four pole, 415 volts, isolator in the existing MCB DB complete with connections, testing and commissioning etc. as required.	Each	240.00	659.00	158160.00
39	Providing & Fixing of plastic gang box for single 5A switch and socket.	Each	240.00	43.47	10432.00
40	Providing & Fixing plastic gang box for two 5A switch and socket.	Each	240.00	49.28	11827.00
41	Providing & Fixing plastic gang box for single 15A switch and socket.	Each	240.00	63.22	15172.00
42	Providing & Fixing 4 way MCB distribution box with metal door.	Each	240.00	1788.57	429256.80
43	Providing & Fixing 8 way MCB distribution box with metal door.	Each	240.00	2188.13	525151.20
44	Providing & Fixing 12 way MCB distribution box with metal door.	Each	240.00	2594.65	622716.00
45	Supplying & Fixing 75mm / 100mm dia wooden / PVC round blocks on ceiling/walls etc.	Each	240.00	49.28	11827.20
46	Supplying & Fixing 16 A, 415 Volts kit Kats fuse including removal of existing kitkat.	Each	120.00	168.51	20221.20
47	Supplying & Fixing 32A, 415 Volts kit Kats fuse including removal of existing kitkat.	Each	120.00	224.96	26995.00
48	Supplying & Fixing 63A, 415 Volts kit Kats fuse including removal of existing kitkat.	Each	120.00	413.59	49630.00

49	Supplying & Fixing 100 A, 415 Volts kit Kats fuse including removal of existing kitkat.	Each	120.00	663.31	79597.20
50	Supplying & Fixing 200 A, 415 Volts kit Kats fuse including removal of existing kitkat.	Each	120.00	1018.73	122247.60
51	Supplying & Fixing Tube Light D Super 80 Linear Fluorescent tube 36 watts 4' long.	Each	243.00	85.51	20778.93
52	Supplying & Fixing Tube Light D Super 80 Linear Fluorescent tube 18watts 2' long.	Each	240.00	77.38	18571.20
53	Supplying and fixing Copper Ballast 18/36 watts.	Each	240.00	187.73	45055.20
54	Supplying & fixing Starter 18/36 watts 220/240 volt.	Each	240.00	31.84	7641.60
55	Supplying & fixing electric bulbs GLS Clear 25/40/60/100 W, 240V.	Each	120.00	37.65	4518.00
56	Supplying & fixing halogen bulbs 500/1000 W 240 V.	Each	120.00	210.96	25315.20
57	Rewinding including supply of materials of ceiling/exhaust fans all types all diameters and sweeps, complete including taking out and reinstallation of fan.	Each	120.00	583.86	70063.20
58	Oiling and greasing of all type of fans including taking out & reinstallation including supply of necessary materials.	Each	120.00	102.73	12327.60
59	Supplying & Fixing bush for ceiling fans/exhaust fans including removal of fan and refixing the same.	Each	120.00	132.71	15925.00
60	Supplying & Fixing ball bearing of suitable size for ceiling fan/exhaust fans including removing the fans and reinstalling.	Each	120.00	214.02	25682.40
61	Repairing of fan regulators including removal reinstallation and connections complete.	Each	120.00	60.00	7279.20
62	Dismantling & refixing of existing fan & light fixtures.	Each	120.00	159.16	19099.20
63	Providing & Fixing suitable "hylam Bakelite" sheet cover only. The rate to include necessary cutting for 5A/15A switch/socket/Fan regulator & screws, washes etc. complete.	Sq. CM	228.70	0.47	107.49

64	Installation only ceiling fan 48"/52" sweep or exhaust fans all type, all diameters, and sweeps including. Fan regulator & necessary wire. The rate to include taking out and dismantling old fans and regulators and storing the same in OIL store as directed.	Each	120.00	83.72	10046.40
65	Supplying & fixing HPSV/MH Ballast BJS 400 SV/MH for 400 Watts sodium vapour light.	Each	120.00	3543.60	425232.00
66	Supplying & fixing Choke for 70 Watts sodium vapour light.	Each	120.00	1162.52	139502.00
67	Supplying & fixing Ignitor for 400 Watts sodium vapour light.	Each	120.00	577.36	69283.20
68	Supplying & fixing Ignitor for 70 Watts sodium vapour light.	Each	120.00	316.02	37922.40
69	Supplying & fixing Bulb for 400 Watts sodium vapour light.	Each	120.00	954.85	114582.00
70	Supplying & fixing Bulb for 70 Watts sodium vapour light.	Each	120.00	374.10	44892.00
71	Providing and fixing of Call Bell.	Each	120.00	216.18	25941.60
72	Supplying & fixing Choke for 250 Watts mercury vapour street light fittings.	Each	120.00	2306.60	276792.00
73	Supplying & fixing Bulb for 250 Watts mercury vapour street light fittings.	Each	120.00	536.71	64405.20
74	Supplying and fixing of 11 W, Normal CFL lamps.	Each	140.00	269.56	37738.40
75	Supplying and fixing of 15 W, Normal CFL lamps.	Each	140.00	281.18	39365.20
76	Supplying and fixing of 18 W, Normal CFL lamps.	Each	140.00	327.64	45869.60
77	Fixing of Air conditioner on the existing hole with new frame and teakwood ply/moulding.	Each	120.00	943.00	113160.00
78	Supplying and fixing 3 Pin Plug Top 6 Amp.	Each	120.00	84.35	10122.00
79	Supplying and fixing 3 Pin Plug Top 16 Amp.	Each	120.00	106.42	12770.40
80	Supplying and fixing CFL,4W to 36W , 4PIN.	Each	120.00	193.53	23223.60
81	Supplying and fixing CFL 11W, 14W and 18W Chock.	Each	120.00	286.45	34374.00
82	Supplying and fixing 14/28 watts electronic ballast for T 5 tubelight fitting.	Each	120.00	315.49	37858.80
83	Supplying and fixing 14/28 watts Tube light for T 5 fitting.	Each	120.00	141.27	16952.40

84	Supplying, laying, testing and commissioning of 1100V Grade, PVC Armored Aluminium Cable, Size : 3.5C X 50 sq. mm.	Metre	120.00	705.11	84613.20
85	Supplying, laying, testing and commissioning of 1100V Grade, PVC Armored Aluminium Cable , Size :3.5C X 95 sq.mm	Metre	120.00	995.87	119504.00
86	Supplying and fixing Metal Clad Plug 20Amp.	Each	120.00	216.76	26011.20
87	Supplying and fixing Socket for Metal Clad Plug 20Amp.	Each	120.00	228.38	27405.00
88	Installation cost of 25 litre Storage type Geyser, 2 KW with nuts & fasteners as required.	Each	120.00	267.12	32054.40
89	Supplying & Fixing Powder coated MS box with 16 Amp socket and top plug and 25/32 Amp MCB for A/C.	Each	120.00	1054.84	126580.80
90	Providing and fixing Combined box with 15 Amp Switch and Socket including connection.	Each	120.00	265.89	31906.80
91	Providing and fixing 5Amp Bed switch including connection.	Each	120.00	64.61	7753.20
92	Providing and fixing Modular type Regulator for ceiling fan including connection.	Each	120.00	610.51	73261.20
93	Providing and fixing DP switch 32 A with neon indicator including connection.	Each	130.00	559.41	72723.30
94	Supplying & repairing of 15/25 litres Storage type Geyser, 2 KW with all materials as required.	Each	120.00	2772.91	332749.20
95	Supplying & repairing of 15/25 litres Storage type geyser, 2KW with Geyser Heating Coil 2KW as required.	Each	120.00	780.09	93610.80
96	Supplying & repairing of 15/25 litres Storage type geyser, 2KW with Geyser Thermostat as required.	Each	120.00	307.36	36883.20
97	Supplying and fixing LED Tube Light 20/22 watts 4' long.	Each	300.00	995.65	298695.00
		Total Estimated value (Rs.)			68,46,082.32

(END OF APPENDIX-I)

APPENDIX- II

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/iri/portal>

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

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

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

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

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

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

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

Instructions for obtaining Digital Certificate

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

Steps for obtaining Digital Certificate

Visit the site of the licensed CA using internet browser.

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

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

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

Links to some licensed CA's are provided below

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

Technical Settings

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

proxy to connect to internet or if your PC is behind any firewall. Contact your system administrator to enable connectivity. Please note that standard Port for HTTPS (443) connectivity should be enabled on your proxy/firewall. Dial-up internet connectivity without Proxy settings is another option.

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

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

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

(End of Appendix –II)

APPENDIX- III

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

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

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

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

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

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

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

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

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

3.0 Benefits to Micro and Small Enterprises :

i) Exemption from payment of Tender Fee :

Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from payment of tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish documentary evidence that they are registered for the items they intend to quote against OIL tenders.

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

MSEs (and not their dealers/distributors) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from

submission of Bid Security/Earnest Money provided they are registered for the items they intend to quote.

4.0 Documents Required to be submitted by MSEs :

Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME shall submit copy of valid Registration Certificate for the items they intend to quote along with the bid. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

5.0 Performance Security:

Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME however, should note that Performance Security shall be required to be submitted by them for orders/contracts placed by OIL on them.

6.0 Purchase Preference to Micro and Small Enterprises:

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

In case participating MSEs quote price within price band of L1+15%, such MSE shall be allowed to supply bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply 100% of tendered value at the L1 price.

A target of 4% out of 100% has been earmarked for procurement from MSEs owned by the SC or ST entrepreneurs. Provided that, in event of failure of such MSEs to participate in tender process or meet tender requirement and L-1 price, 4% earmarked for MSEs owned by SC or ST entrepreneurs shall be met from other MSEs. In case of more than one such MSE qualifying for 15% purchase preference, the 100% supply shall be shared equally amongst such MSEs. However, in the opinion of OIL if tendered items are non-splitable or non-dividable, OIL reserves the right to place order for supply of 100% quantity to lowest eligible MSE amongst the MSEs qualifying for 15% Purchase preference.

7.0 In case a supplier (other than Micro/Small Enterprise) against an order placed by OIL procures materials from their sub-vendor who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, with prior consent in writing from OIL, the complete details (i.e. name of the sub-contractor, value of sub-contacted work, copy of valid MSE registration certificate etc.) of the sub-contractor(s) shall be furnished by the supplier to OIL.

(End of Appendix –III)

