INVITATION FOR BIDS

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

TENDER NO.	BID CLOSING DATE /TIME	DESCRIPTION OF JOB
CLI 3731P17	07/03/2017 (11:00 Hrs.)	Civil and electrical repair works (including supply of all materials) for House No. S1-517 and S1-522 at Asian Games Village complex, Khelgaon, New Delhi.

Bid Opening date/Time: 07/03/2017(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/Delhi, to be sent to **General Manager(C&P), Oil India Limited, Plot No. 19, Sector 16A, Noida-201301;** within 09/02/2017 to 28/02/2017. Last date of submission of tender fee is 28/02/2017 (upto 17:15 Hrs.) The complete bid document is available at OIL's e-procurement portal & OIL's website: www.oil-india.com.

Note: All corrigenda, addenda, time extension etc. issued 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.







Plot No. 19, Sector 16A, Noida – 201301, U.P. Phone: 0120 - 2419000 Fax: 0120 - 2488310

E-mail: oilindia@oilindia.in corp c&p@oilindia.in

Web Site: www.oil-india.com

SECTION-I

COVERING NOTE

Oil India Limited (OIL), a Govt. of India Enterprise, invites quotations under Single Stage Composite Bid System through its online e-procurement portal, from indigenous bidders for "CIVIL AND ELECTRICAL REPAIR WORKS INCLUDING SUPPLY OF ALL MATERIALS AT HOUSE NO.S1-517 AND S1-522 AT ASIAN GAMES VILLAGE COMPLEX, KHELGAON, NEW DELHI.

1.0 The bid document comprises of the following Sections:

SECTION-I: COVERING NOTE

SECTION- II: INSTRUCTION TO BIDDERS

SECTION-III: GENERAL TERMS AND CONDITIONS

SECTION-IV: SPECIAL TERMS AND CONDITIONS

SECTION-V: SCOPE OF WORKS.

SECTION-VI: BID REJECTION CRITERIA (BRC) / BID EVALUATION

CRITERIA (BEC).

SECTION-VII: FORM OF BID SECURITY (FOR BANK GUARANTEE)

SECTION-VIII: FORM OF PERFORMANCE SECURITY (FOR BANK GUARANTEE

SECTION-IX: SAMPLE FORM OF AGREEMENT

ANNEXURE-I: BIDDING FORMAT FOR RATES(SCHEDULE OF RATES)
ANNEXURE-II: LIST OF ITEMS TO BE USED & THEIR APPROVED BRANDS.
APPENDIX-I: GENERAL GUIDELINES TO BIDDERS FOR PARTICIPATION

IN OIL'S E-PROCUREMENT TENDER.

APPENDIX-II: GUIDEELINES FOR PUBLIC PROCUREMENT POLICY FOR MSEs.

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

i) Tender No. : CLI 3731P17 Dated 06.02.2017.

: Single Stage Composite Bid System ii) Type of Bid

iii) Tender Fee : Rs.1000.00 (Non-refundable)

: As mentioned in the on-line tender. iv) Bid Closing Date & Time v) Bid Opening Date & Time : As mentioned in the on-line tender.

vi)

User-ID & Password

Address to send application for : 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

Bid Opening Place : Office of General Manager(Contracts& viii)

Purchase)

OIL INDIA LIMITED Plot No. 19, Sector-16A,

NOIDA 201 301, UTTAR PRADESH.

Bid Security amount : Rs. 30,000.00 (non-interest bearing). ix)

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 Bid documents.

Amount Performance x) of

Guarantee

: 7.5% of contract value. (2.5% to be deposited along with acceptance of contract and the

remaining 5% will be recovered from running

account bill).

Duration of Contract : Six weeks. xii)

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

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

Application for issue of USER ID & PASSWORD will be accepted by OIL till 28.02.2017 (Upto 5.15 P.M.) only. Applicant must mention their full address, contact no. & E-mail ID clearly in their application.

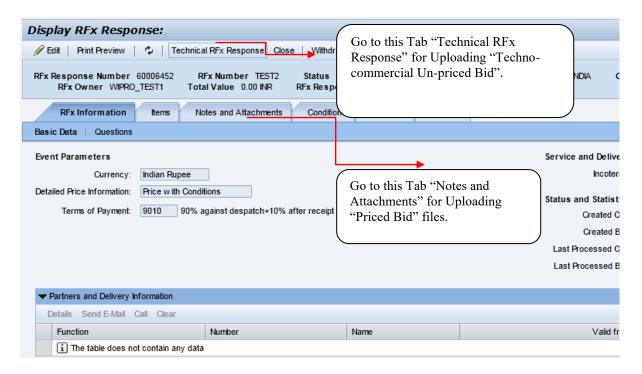
3.1 Vendors already having USER ID/PASSWOPRD for e-tender portal of OIL can pay tender fee through Payment Gateway by using credit card/debit card or net banking. However, new vendor must obtain User ID and Password through on-line vendor registration system and can pay on-line subsequently.

3.2 EXEMPTION OF TENDER FEE & BID SECURITY:

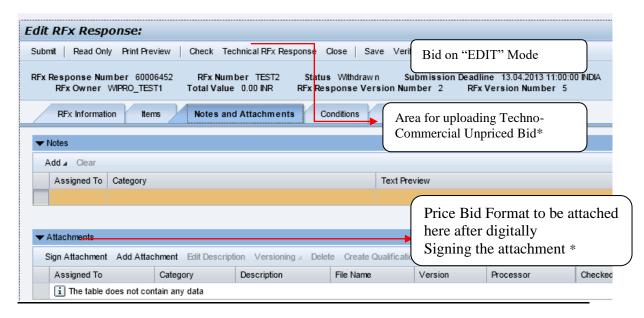
Central Govt. departments, Central Public Sector undertakings are exempted from submitting Tender Fee & Bid Security. Bidders registered with MSE units which are themselves registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir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

Bidders claiming exemption of tender fee should send their application with all credentials on or before 28.02.2017 to OIL's above office for issue of user ID & Password . Applicant must mention their address & E-mail ID clearly in their application.

- 4.0 This tender is invited under SINGLE STAGE COMPOSITE BID SYSTEM. The bidder has to submit both "Techno-Commercial Bid" and "Price-Bid" through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal. The Techno-Commercial bid should contain all technical documents including documents required as per Bid Rejection Criteria(BRC) as per SECTION-VI & a scan copy of Bid Security as per tender requirement and these are to be uploaded under Technical RFx Tab. The rates for various items including applicable taxes shall be quoted as per "BIDDING FORMAT FOR RATES" provided in ANNEXURE-I and to be attached as attachment under the Notes & Attachment Tab. The rates quoted in this BIDDING FORMAT (ANNEXURE-I) will only be considered for evaluation.
- 4.1 A screen shot in this regard is given below. However, bidders are requested to go through OIL's e-Portal / Website before uploading their bids for updated information regarding participation requirements and procedure for OIL's e tenders. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Section X.



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



Notes:

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

- Online Bids should be submitted latest by 11:00 Hrs. (IST) (OIL's e procurement Portal Server Time) on the Bid Closing date of the e-tender. Tender will be opened on the same day at 15:00 Hrs.(IST) at the office of Executive Director (C&P) in the presence of authorized representative of the bidders.
- 5.1 The bid and all uploaded documents must be Digitally signed using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 5.2 The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.
- 5.3 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
- 5.4 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 6.0 To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.
- 7.0 Interested bidders may contact the following person for any technical clarifications/ site inspection etc.:

Mr. D.C.Nath, Dy.CE(Civil)

OIL INDIA LIMITED,

Plot No.19, Sector 16A, Noida.

U.P.- 201301

Contact no. 08826086789

- 8.0 We now look forward to your valuable offer through OIL's e-portal against the
- 9.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

Thanking you,

Yours faithfully, OIL INDIA LIMITED

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

(END OF SECTION -I)

$\frac{\textbf{SECTION} - \textbf{II}}{\textbf{INSTRUCTIONS TO BIDDERS}}$

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

A. BIDDING DOCUMENTS

- 2.0 The services required, bidding procedures and contract terms are prescribed in the Bidding Document. This bidding document includes the following:
 - (a) Covering Note (Section-I) highlighting the following points:
 - (i) Oil India Limited 's Tender No.
 - (ii) Type of Bidding.
 - (iii) Cost of Bid Document.
 - (iv) Bid Closing date and time.
 - (v) Bid Opening date and time.
 - (vi) Address to send application for issue of User ID & Password.
 - (vii) Bid Opening place.
 - (viii) The amount of Bid Security.
 - (x) The amount of Performance Security.
 - (xi) The amount of Retention Money
 - (xii) Duration of Contract.
 - (b) Instructions to Bidders (Section -II)
 - (c) General Terms & Conditions of Contract (Section -III)
 - (d) Special Conditions of Contract (Section IV)
 - (e) Scope of Work (Section V)
 - (f) Bid Rejection Criteria /Bid Evaluation Criteria (BRC/BEC) (Section VI)
 - (g) The Bid Security Form (Section VII)
 - (h) The Performance Security Form (Section VIII)
 - (i) Sample Form of Contract (Section IX)
 - (j) ANNEXUE-I: Bidding Format For Rates.
 - (k) ANNEXURE-II: Specification of items to be used & their approved brans/make.
 - (l) PROFORMA-I: Statement of compliance.
 - (m) APPENDIX-I : GENERAL GUIDELINES TO BIDDERS FOR PARTICIPATION IN OIL'S E-PROCUREMENT TENDER.
 - (n) APPENDIX-II: Guidelines for Public Procurement Policy for MSEs.
- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk & responsibility and may result in rejection of their bid.

3.0 **AMENDMENT OF BIDDING DOCUMENTS**:

- 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 All amendments revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.

B. PREPARATION OF BIDS:

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

5.0 **DOCUMENTS COMPRISING THE BID:**

- 5.1 The bid submitted by the Bidder must be under <u>Single Stage Composite Bid System</u> and shall comprise of the following components:
 - (i) All Documentary evidences in accordance with Bid Rejection Criteria(BRC)as per Section-VI of Bid document.
 - (ii) A scanned copy of the Bid Security in accordance with para 9.0 below should be uploaded along with the Unpriced bid document. Original Bid Security to be submitted in the tender box available at the office of General Manager(Contract & Purchase), Oil India Limited, Plot No. 19,Sector-16A,Noida(U.P) & it should be put in a sealed envelope, super scribed with e-tender no. and bid closing date. Original Bid Security should reach the above office before Bid Opening date & time.
 - (iii) Statement of compliance as per **Proforma–I** of Section –VI.
 - (iv) Rates for various jobs as per Bidding Format for Rates enclosed vide ANNEXURE-I.
- 6.0 Bidders should submit their rates/prices on-line as per the Bidding Format for Rates provided vide **ANNEXURE-I**. Same should be uploaded as attachment to the Bid.
- 6.1 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that Original Bid Security which is to be submitted in a sealed envelope in the Tender Box located at the office of General Manager(C&P) must be submitted on or before the bid closing date and time failing which the offer shall be rejected.
- 7.0 Rates quoted by the successful bidder must remain firm during the currency of the Contract and is not subject to variation on any account.
- 7.1 All duties and taxes, corporate income taxes, and other levies payable by the Contractor under the Contract for which this Bid Document is being issued, shall be included in the quoted prices and total prices submitted by the bidder. Applicable Taxes should be shown separately in the bidding format.
 - Evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

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

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

9.0 **BID SECURITY**:

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

- 9.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture of the Bid security, pursuant to sub-para 9.7 below.
- 9.2 All the bids must be accompanied by Bid Security in ORIGINAL for the amount as mentioned in the Bid document and shall be in any one of the following forms:
 - a) A Bank Guarantee in the prescribed format issued from any scheduled Indian Bank or any Branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreigh bank only will be acceptable.

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

Bank Guarantee shall be valid for 120 days from the Bid Closing date.

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

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

- b) A Cashier's Cheque or Demand Draft with validity of minimum 90 days or as per RBI's guidelines, drawn on "Oil India Limited" and payable at Noida.
- c) Online direct deposit of Bid security amount in OIL's bank account through e-procurement portal in case of e-tender.

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

- 9.3 Any Bid not accompanied by a proper bid security in accordance with above-mentioned subclauses 9.1 & 9.2, shall be rejected outright by the Company as non-responsive without any further reference.
- 9.4 Bid Security will be discharged after finalization of the tender.
- 9.5 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing valid and proper Performance Security to OIL as per the contract. Successful bidder will however, ensure validity of the Bid Security till such time the Performance Security in conformity to relevant clause of tender is furnished.

- 9.6 The Bid Security shall be forfeited:
 - (a) If a Bidder withdraws their Bid during the period of bid validity (including any subsequent extension) specified by the Bidder or any extensions thereof agreed to by the bidder, and / or
 - (b) If the bidder having been notified of the acceptance of their bid by Company during the validity period of the bid including extension agreed to by the bidder:
 - i) Fails or refuses to accept LOA/contracts and /or
 - ii) Fails or refuses to furnish Performance Security.
 - (c) If a bidder furnishes fraudulent document/information in their bid and subsequent clarification against the tender/contracts.
- 9.7 The scan copy of the original Bid Security in the form of either bank guarantee or Cashier's cheque or Demand Draft shall be uploaded by the bidder along with the Technical Bid in the "Technical RFx Response" of OIL's e-portal. The original Bid Security shall be submitted by bidder in a sealed envelope & must drop in the Tender Box, placed at the office of General Manager(Contract & Purchase), Oil India Limited, Corporate Office, Plot No. 19,Sector-16A,Noida on or before 11:00Hrs on the Bid closing date, failing which the bid shall be rejected outright. Tender No. & Bid Closing date & Name of bidder must be written on the envelope containing the Bid Security for proper identification.
- 9.8 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(Two) years.
- 9.10 Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission on the amount of Bid Security.
- 9.11 The bidder shall extend the validity of the Bid Security,if and when specifically advised by OIL, at the bidder's cost.
- 9.12 If it is found that a Bidder has furnished fraudulent document/ informations, the Bid Security shall be forfeited and the party will be debarred for a period of 3 (Three) years from the date of detection of such fraudulent act, besides the legal action. Incase of major and serious fraud, period of debarment may be enhanced.
- 9.13 In case any Bid security in the form of Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders for the period to be decided by Company.
- 9.14 In case a bidder does not accept the LOA/Contract issued within the validity of their offer, the Bid security shall be forfeited and the party shall be debarred for a period of 2(Two) years.
- 9.15 The Bank guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone number.

9.16 EXEMPTION OF BID SECURITY:

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

10.0 **PERIOD OF VALIDITY OF BIDS**:

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

11.0 **FORMAT AND SIGNING OF BID**:

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

C. SUBMISSION OF BIDS:

12.0 UPLOADING OF BIDS IN THE SYSTEM:

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

13.0 **DEADLINE FOR SUBMISSION OF BIDS**:

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

14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

16.0 **BID OPENING AND EVALUATION**:

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

18.0 EVALUATION AND COMPARISON OF BIDS:

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

19.0 **CONTACTING THE COMPANY**:

- 19.1 Except as otherwise provided in para 14.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide para 16.5.
- 19.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in rejection of their bid.

D. AWARD OF CONTRACT

20.0 **AWARD CRITERIA**:

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

21.0 <u>COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:</u>

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**:

- At the same time as the Company notifies the successful Bidder(s) that his Bid has been accepted, the Company will either invite the bidder(s) for signing of the agreement or send the Contract Form provided in the bidding document. The form will be accompanied by the General & Special Conditions of Contract, scope of works, schedules of rates and all other relevant documents.
- 23.2 Within 15 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

24.0 **PERFORMANCE SECURITY:**

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

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

25.0 **PAYMENT TERMS**:

- i) The contractor shall submit his bills alongwith joint measurements in respect of completed jobs only with items recorded serially in the standard measurement sheet. He shall inform the EIC or his representative well in advance for recording the joint measurement.
- ii) The mode of measurements will be as in technical/standard specifications. If not available in technical/standard specifications, then CPWD specification/IS codes/standard engineer practice for measurements of work shall be followed.
- iii) On account payment shall be made ,not oftener than monthly and not less than Rs. 5.00 lakh per bill. Final payment shall be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviation and any deviation and the measurement shall be checked and certified correct by the company 's engineer before any such final payment is made.

(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: CIVIL AND ELECTRICAL REPAIR WORKS INCLUDING SUPPLY OF ALL MATERIALS AT HOUSE NO.S1-517 AND S1-522 AT ASIAN GAMES VILLAGE COMPLEX,KHELGAON,NEW DELHI attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 'Contractor' means the individual or firm or body incorporated performing the work under this contract.
- 1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 The 'Work' means each and every activities required for the successful performance of the services described under this contract.
- 1.5 Here 'Operating Area' means PREMISES OF HOUSE NO.S1-517 AND S1-522 AT ASIAN GAMES VILLAGE COMPLEX, KHELGAON, NEW DELHI.
- 1.6 'Site' means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.7 'Contract Price' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.8 'Company's Items' means the equipment, materials and services which are to be provided by Company/Contractor at the expense of Company.
- 1.9 'Contractor's Items" means the equipment, materials and services which are to be provided by Contractor/Company at the expense of the Contractor.
- 1.10 'Commencement Date' means the date on which the Contractor starts work as per the scope of work of the Contract.
- 1.11 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 1.12 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

2.0 DATE OF COMMENCEMENT & DURATION OF CONTRACT:

- 2.1 Date of commencement of the contract shall be notified in the Letter of Award(LOA).
- 2.2 Duration of the contract is for a period of 6(Six) months from the date of commencement.

3.0 **CONTRACTOR'S PERSONNEL**:

- Contractor's Personnel Contractor warrants that it shall provide all manpower for the necessary operations, supervision and execution of all works under this Contract to Company's satisfaction. The personnel to be deployed by the Contractor must be competent and sufficiently experienced to perform the works correctly and efficiently except where otherwise stated.
- 3.2 Except as otherwise hereinafter provided, the selection, replacement and remuneration of Contractor's personnel shall be determined by the Contractor. Such employees shall be the employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient.
- 3.3 Replacement of Contractor's Personnel- Contractor will immediately remove and replace any of the Contractor's personnel, who in the opinion of Company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by Company to be undesirable.

4.0 **GENERAL OBLIGATIONS OF CONTRACTOR:**

- 4.1 It is expressly understood that Contractor is an independent entity and that neither it nor its employees and its sub-contractors, if any are employees or agents of Company. Company is authorised to designate its representative, who shall at all time have access to the related equipment and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative for the time being at site as being in-charge of all Company's and Company designated personnel at site. The Company's representative may, amongst other duties, observe, test, check the work performed by Contractor.
- 4.2 Compliance with Company's Instructions: Contractor shall comply with all instructions of Company consistent with the provision of this Contract and perform the works described in the Terms of reference/Scope of Work.
- 4.3 Contractor shall perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for successful and timely execution of the work.
- 4.4 Contractor shall be deemed to have satisfied itself before submitting its bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided herein, cover all its obligations under the contract.
- 4.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

5.0 GENERAL OBLIGATIONS OF COMPANY:

- 5.1 Company shall, in accordance with and subject to the terms and conditions of the Contract, pay Contractor for its full and proper performance of obligations as per provision of this contract.
- 5.2 Allow Contractor and its employees to access, subject to normal security and safety procedures, to all areas of Company as required for orderly performance of the work.

6.0 **PAYMENT TERMS**

As mentioned in Para 25.0 of SECTION-II above.

7.0 **LIQUIDATED DAMAGES:**

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

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

8.0 **TAXES AND DUTIES:**

- All taxes whether Corporate or Personnel or any other tax including Service Tax will have to be borne by the Contractor. The Contractor will assume all responsibilities in this regard. However, the Company will deduct income tax at source as per Indian Income Tax Act and other taxes as applicable under law.
- 8.2 The Company will not bear any responsibility nor reimburse any amount in case of duties/taxes actually levied exceeds those taken in to account by the Contractor for preparation of priced bid. Nothing in this contract shall relieve the Contractor from its responsibility to pay any tax/duty that may be levied on profits made by him in respect of the contract. The Contractor shall comply with Indian Income Tax Acts, Rules and Labour Laws framed by Central or State Government from time to time with respect to supply of manpower/sub-contractor or other contracts awarded to other parties.
- 8.3 Duties and taxes on purchases made by contractor shall entirely be borne by the Contractor. The Company will not bear any responsibility on such purchases.
- 8.4 Tax levied as per the provisions of tax rules on income derived under this contract will be to Contractor's account.
- 8.5 Taxes will be deducted at source from all payments released to the Contractor, at specified rates of income tax as per provisions of Indian Tax Act.
- 8.6 Contractor shall be responsible for and pay the personnel taxes, if any, for all the personnel deployed.

- 8.7 The Contractor shall furnish the Company, if and when called upon to do, the relevant statements of accounts or any other information pertaining to work done under this contract for submitting the same to Tax Authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated period as per the provisions of the Indian Income tax Act. Company will not assume any responsibility whatsoever towards consequences of noncompliance to above.
- 8.8 The Contractor will arrange tax audit by competent audit firm as per the provision of Indian Tax Laws and submit a copy of the tax audit report to the Company, if and when asked.
- 8.9 Prior to start of operation under this contract, the Contractor shall furnish the Company all necessary documents, as asked for.
- 8.10 Corporate and personnel taxes on Contractor and their sub-contractor shall be the liabilities of the Contractor and Company shall not be responsible on this account.
- 8.11 All local taxes, levies and duties, sales tax, octroi, excise duty etc. on purchases/sales by the Contractor, its sub-contractor and agents shall be borne by the Contractor.

9.0 **SUBSEQUENTLY ENACTED LAWS**:

Subsequent to the date of issue of letter of intent/award of Contract, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the Company/Contractor shall reimburse/pay Contractor/Company for such additional /reduced costs actually incurred.

10.0 USE OF COMPANY'S EQUIPMENT:

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

11.0 **WAIVERS AND AMENDMENTS**:

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

12.0 **CONFIDENTIALITY**:

- 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**:

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

CONTRACTOR

OIL INDIA LIMITED PLOT NO. 19, SECTOR-16A, NOIDA - 201 301 UTTAR PRADESH

Fax No. 0120-2488327

E-MAIL: corp_c&p@oilindia.in

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

14.0 **HEADINGS**:

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

15.0 ASSIGNMENT AND SUB – LETTING:

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

16.0 FORCE MAJEURE:

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

17.0 **SET OFF:**

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

18.0 **ARBITRATION**:

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

19.0 **LIABILITY:**

- 19.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and or his Contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and subcontractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 19.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and / or of its Contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.
- The Contractor hereby agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 19.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its under writers to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the contractor and of its contractors, subcontractors and / or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 19.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or subcontractors shall have any liability or responsibility whatsoever to whom so ever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or his contractors or subcontractors, irrespective of how such loss or damage is caused and if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and subcontractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss of damage and any suit, claim or expense resulting therefrom.

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

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

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

20.0 EMPLOYMENT OF OFFICIAL/PERSONNEL OF THE COMPANY

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

21.0 **STATUTORY VARIATION:**

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

22.0 TERMINATION:

The Company (OIL) reserves the right to terminate the contract, any time with 15 days written notice without assigning any reasons whatsoever. The contractor will however be paid for the services rendered before termination.

(END OF SECTION - III)

SECTION - IV SPECIAL TERMS AND CONDITIONS

- 1.0 Following special terms and conditions are applicable against the tender:
- 1.1 The Contractor will have to engage an experienced site supervisor to supervise the jobs, who shall report to the site engineer every day for taking instruction as well as other necessary updates of the job.
- 1.2 All safety measures are to be taken by the contractor during the contract period.
- 1.3 Contractor may have to carry out a part or whole of the provision or he may have to carry out additional job as desired by site engineer if required.
- 1.4 Contractor will have to get the materials, fittings etc. approved by site engineer before Installed / utilized for works. Contractor will have to supply the materials as stated in BOQ.
- 1.5 All safety measures are to be taken by the contractor during the contract period.
- 2.0 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.
- 3.0 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.
- 4.0 The Company's representative shall not allow / accept those men who are not provided with the same.
- 5.0 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.

6.0 **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.

7.0 WITH-HOLDING

- A. 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.
- (i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.
- (j) 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.
 - 7.A.1 When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held.
- B. 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.

8.0 MISCELLANEOUS PROVISIONS

(A)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.

(B)

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.

(END OF SECTION – IV)

SECTION - V

SCOPE OF WORK

A. SCOPE OF WORK UNDER THE CONTRACT IS AS UNDER:

CIVIL AND ELECTRICAL REPAIR WORKS INCLUDING SUPPLY OF ALL MATERIALS AT HOUSE NO.S1-517 AND S1-522 AT ASIAN GAMES VILLAGE COMPLEX, KHELGAON, NEW DELHI.

- B. Detailed description of various jobs , quantity of items are provided in the Bidding Format for Rates vide ANNEXURE-I enclosed to the tender.
- C. Specification of various items to be used and their approved brands /make are as per ANNEXURE-II.

(END OF SECTION – V)

SECTION – VI

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

(A) BID REJECTION CRITERIA (BRC):

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

1.1 TECHNICAL CRITERIA: The bidder should have experience of successfully completing at least one similar work of value Rs. 7.47 lacs or more, in previous 7(seven) years to be reckoned from the original bid closing date.

Note: SIMILAR NATURE OF WORK: Similar nature of work means to carry out civil & **Electrical works.**

- 1.2 FINANCIAL CRITERIA: Annual Turnover of the bidder in any of the preceding 3 financial years should be Rs.4.48 lacs or more.
- 1.3 Bids should be accompanied by adequate documentary proof in support of meeting the TECHNICAL & FINANCIAL criteria . OIL reserves the right to cross check the documents from the issuing authority/departments. Following documents must be submitted along with the bid:

a) For proof of Annual Turnover:
i) Bidder must submit certificate issued by a practicing Chartered/Cost Accountants' firm, certifying the Annual Turnover for the last three financial year & nature of business.

- ii) Attested copies of Audited Balance Sheet and Profit & Loss account.
- (ii) **Proof of requisite experience**: Bidders must submit the following documents along with their bid:
 - i) Photocopy of Contract document or Letter of Award showing details of work and value of the
 - ii) Completion certificate showing Contract no., description of job/service, Gross value of the job, duration of the contract and date of completion of the contract.
- 1.4 Bidders must quote their offer in accordance with the Bidding Format for Rates provided in ANNEXURE-I in the Bid documents. Rates received in any other format will be rejected.
- 1.5 Bid must be valid for 90 days from the scheduled Bid Closing date. Bids with inadequate validity will be rejected.
- 1.6 Bidders shall furnish the "Bid Security" for the amount as specified in the tender document. Any Bid not accompanied by Bid Security will be rejected. Bid Security ,if furnished in the form of Bank Guarantee ,then the Bank Guarantee must be valid for a period of 120 days from the scheduled Bid Closing date. Otherwise, the bid shall be rejected.

- 1.7 Offers received in any form, other than through OIL's e-portal will be rejected.
- 1.8 Any Bid containing false statement shall be rejected.
- 1.9 Any Bid received by Company after the deadline for submission of Bids prescribed herein will be rejected.
- 1.10 The rate quoted by Bidders must be held firm during the term of the contract and not be subjected to any variation except as per the provisions of the contract. Bids with adjustable price terms will be rejected.
- 1.11 There must be no exception to the following Clauses including sub-clauses, as applicable, otherwise the Bid will be rejected.

- Performance Security Clause

- Termination Clause

- Tax Liability Clause

- Arbitration Clause

- Force Majeure Clause

- Liquidated Damage Clause
- 1.12 No deviation or exception will be accepted in the clauses covered under BRC/BEC.
- 1.13 Unsolicited bids will be rejected straightway.

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

2.0 BID EVALUATION CRITERIA (BEC)

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

PROFORMA-I

STATEMENT OF COMPLIANCE

(Only exceptions/deviations to be rendered)

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

	(Authorised Signatory)
Name of the hidder	

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

(END OF SECTION - VI)

SECTION - VII

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder)submitted his bid dated (Date) "the Bid").	(hereinafter called "the Bidder") has for the provision of House keeping Services (hereinafter called
Country) Bank") are bound unto Oil (oresents that We (Name of Bank) of (Name of having our registered office at (hereinafter called "the India Ltd (hereinafter called "Company" in the sum of) * for which payment well and truly to be made to Company, the dassignees by these presents. SEALED with the common seal of the 2016
THE CONDITIONS of this obligation	
(1) If the Bidder withdraws his Bid	d during the period of bid validity specified by the bidder
(2) If the Bidder, having been notif Bid validity:	ied of the acceptance of his Bid by the Company during the period of
on tender document; or	Form of Agreement in accordance with the Instructions to Bidders, erformance Security in accordance with the Instructions to Bidders on
We undertake to pay to Company upway of letter/fax/e-mail) without of demand Company will note that t	p to the above amount upon receipt of its first written demand, (by Company having to substantiate its demand, provided that in its he amount claimed by it is due to it owing to the occurrence of one tying the occurred condition or conditions.
<u> </u>	up-to and including the date(date of expiry of bank guarantee osing date). Any demands in respect thereof should not reach the bank
* The bank should insert the amoun	at 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)

* 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

	AGGREEMENT is made on the day of 2016, between (Name of Company)- of (Mailing address of Company), hereinafter called "the
	nny", of the one part and (Name of Contractor) (hereinafter "the Contractor") of the other part.
works) Accep	REAS the Company is desirous that certain works should be executed viz. (Brief description of and has, by Letter of acceptance dated (Date of Letter of stance), accepted a Bid by the Contractor for the execution, completion and nance 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.
	TITNESS WHEREOF the parties hereto have set their respective hands and seals to this ment on the day, year first written above.
SIGNE	ED, SEALED AND DELIVERED.
By the	said Name
	presence of: (END OF SECTION - IX)

ANNEXURE-I

BIDDING FORMAT FOR RATES

DETAILED DESCRIPTION OF JOB , QUANTITY & UNIT OF MEASUREMENT ARE AS UNDER:

CL N-	Description of Joh	Unit	Quantity	Unit Rate	Total (Da)
SI. No.	Description of Job Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 metres lead. For thickness of tiles 10 mm to 25 mm.	M2	Quantity 40.00	(Rs.)	Total (Rs.)
2	Dismantling wooden boardings in lining of walls and partitions, excluding supporting members but including stacking within 50 metres lead: Thickness above 25 mm up to 40 mm.	M2	40.00		
3	Dismantling C.I. or asbestos rain water pipe with fittings and clamps including stacking the material within 50 metres lead.	М	3.00		
4	Dismantling roofing including ridges, hips, valleys and gutters etc., and stacking the material within 50 metres lead of: ASB. Sheet.	M2	45.00		
5	Providing and fixing sand cast iron S&S off sets as per IS: 1729: With 100 mm dia pipe.	EA	3.00		
6	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge.	М	3.00		

7	"Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq. meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground within 50 metres lead: With cement mortar 1:4 (1 cement: 4 fine sand).	M2	5.00	
8	Steel work in built up tubular (round, square or rectangular hollow tubesetc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete. Hot finished welded type tubes.	KG	200.00	
9	Providing and fixing precoated galvanised iron profile sheets (size, shape and pitch of corrugation as approved by Engineer-in-charge) 0.50 mm (+ 0.05 %) total coated thickness with zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length upto 12 metre or as desired by Engineerin- charge. The sheet shall be fixed using self drilling /self tapping screws of size (5.5x 55 mm) with EPDM seal, complete upto any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required.		45.00	

10	Providing & laying gola 75x75 mm in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 stone aggregate 10 mm and down gauge), including finishing with cement mortar 1:3 (1 cement : 3 fine sand) as per standard design : In 75x75 mm deep chase.	M	20.00	
11	Providing & fixing wood work in frames of false ceiling, partitions etc. sawn and fixed in position: Kiln seasoned and chemically treated hollock wood.	M3	1.50	
12	Providing & Fixing 1st quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer) of approved make in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge in skirting, risers of steps and dados over 12mm thick bed of cement Mortar 1:3 (1 cement: 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm including pointing in white cement mixed with pigment of matching shade complete.		45.00	
13	Providing & Laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption's less than 0.08% and conforming to IS: 15622 of approved make in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement: 4 coarse sand) including grouting the joints with white cement and matching pigments etc., complete. Size of Tile 600x600 mm.	M2	46.00	

14	Providing & Fixing glazed/ Ceramic/ Vitrified floor tiles with cement based high polymer modified quick-set tile adhesive (Water based) conforming to IS: 15477, in average 3mm thickness.	M2	91.00	
15	Supplying chemical emulsion in sealed containers including delivery as specified. Chlorpyriphos/Lindane emulsifiable concentrate of 20%.	L	20.00	
16	Treatment of existing masonry using chemical emulsion @ one litre per hole at 300 mm interval including drilling holes at 45 degree and plugging them with cement mortar 1:2 (1 cement : 2 coarse sand) to the full depth of the hole : With Chlorpyriphos/Lindane E.C. 20% with 1% concentration.	М	200.00	
17	Treatment at points of contact of wood work by chemical emulsion Chlorpyriphos/Lindane (in oil or kerosene based solution) @ 0.5litres per hole by drilling 6 mm dia holes at downward angle of 45degree at 150 mm centre to centre and sealing the same.	M	20.00	
18	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	M2	760.00	
19	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	M2	760.00	

20	Applying one coat of cement primer of approved brand and manufacture on wall surface: water thinable cement primer.	M2	760.00	
21	Wall painting with premium acrylic emulsion paint of interior grade, having VOC (Volatile Organic Compound) content less than 50 grams/litre of approved brand and manufacture, including applying additional coats wherever required to achieve even shade and colour.	M2	760.00	
22	Providing & Painting with synthetic enamel paint of approved brand and manufacture to give an even shade: Two or more coats on new work.	M2	170.00	
23	Proividing French spirit polishing: Two or more coats on new works including a coat of wood filler.	M2	145.00	
24	Providing &Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade:New work (Two or more coats applied @ 1.43 ltr/10 sqm over and including base coat of water proofing cement paint applied @ 2.20kg/10sqm).	M2	238.00	
25	Providing & Finishing walls with textured exterior paint of required shade: New work (Two or more coats applied @ 3.28 ltr/10 sqm).	M2	100.00	
26	Mirror polishing on marble work/Granite work/stone work where ever required to give high gloss finish complete.	M2	260.00	
27	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means including loading, transporting, unloading to approved	М3	40.00	

	municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.			
28	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, i/c fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. Concealed work, including cutting chases and making good the walls etc.: 15 mm nominal outer dia Pipes	M	18.00	
29	Providing and fixing wash basin with C.I. brackets, 15 mm dia CP make, including painting of fittings and brackets, cutting and making good the walls wherever required:— (a) White Vitreous China Wash basin size 550x400 mm with a 15 mm CP Brass single hole basin mixer Brass single hole basin mixer of approved quality.	EA	6.00	
30	Filling the gap in between aluminium frame & adjacent RCC/ Brick/ Stone work by providing weather silicon sealant over backer rod of approved quality as per architectural drawings and direction of Engineer-incharge complete.	М	50.00	
31	Providing and fixing toilet paper holder : C.P. brass.	EA	4.00	

32	Providing and fixing under counter 600 mm deep, height and length as per site requirement, made of 19 mm thick board, back shall be 12 mm thick BWP ply. Openable shutter shall be provided in front of counter, all exposed sides and shutter of cabinet & inside the cabinet finished with 1 mm thick laminate of greenlam or equivalent i/c MP Godrej lock, Telescopic channel, brass/SS handles 100 mm, hinges, magnetic chatcher of approved quality. All edges of board shall be sealed with wooden leaping of 6 mm x 20 mm as directed by EIC. (payment shall be made as per front area of cabinet).	M2	12.50	
33	Providing and fixing cabinet, 400 mm deep, height and length as per site requirement made of 19 mm thick commercial board (Duro/Century/Donear or equivalent), with open able shutter, all shelving shall be loose and adjustable. Back shall be 12 mm thick. All exposed sides, shutter, and bottom side of cabinet & inside the cabinet finished with 1.00 mm thick laminate of greenlam or equivalent approved class. (Payment shall be made as per front area of the cabinet).	M2	9.05	
34	Providing and fixing wall panelling with matching 1.0 mm thick Laminate (Greenlam or equivalent) on one sides and frame work of hard wood (Kailwood) 48x38 mm @ 60 cm c/c bothway and 12 mm thick commercial ply (Duro/Century/Donear or equivalent).	M2	25.00	

35	Providing and fixing 12mm thick commercial ply Green, Duro, century, Sonear or equiavalent make with fully threaded parallel shank screws or headless nails. All as per drawing, approval and instructions of the Engineerin-charge.	M2	34.56	
36	Providing & fixing 3.5mm thick Natural Decorative Veneer Ply - Teak veneer. or equivalent to curved / straight partition / paneling of group match and of following origin, making grooves, All as per drawing, approval and instruction of EIC.	M2	34.56	
37	Providing and fixing glass cubical made of 10 mm thick toughened glass including SS wall brackets, for fixing glass door SS hinges heavy duty, rubber gasket, rod on top including fixing charges all complete as directed by the EIC.	M2	4.00	
38	Providind and fixing Wall Paper of approved make with adhesive complete as directed by EIC.	M2	80.00	
39	Providing and fixing heavy duty double action floor spring with SS cover plate (beveled edges) of OZONE or equivalent make and accessories complete. Cost includes cutting and making good the floors. All complete as per approval and instructions of the EIC.	EA	2.00	
40	Easing of door/windows / drawers etc. edges for proper closing/ opening of shutter drawer etc complete.	EA	20.00	

41	Repairing and refixing of door/window shutters including removal of shutter from chowkats, cutting wherever necessary, removing and refixing butt hinges on other side of frame and shutter wherever required.	M2	21.60	
42	Providing and fixing first quality plastic seat cover with lid & hinges (Ref Hindware Cat No. 20032) for Wall hung constellation W.C.All complete as per drawing, approval and instructions of the Engineerin-charge.	EA	4.00	
43	Providing fixing and making operational CP brass Angle Valve Jaquar make cat no 059.	EA	8.00	
44	Providing fixing and making operational CP brass bib Cock cat no 47 Jaquar make.	EA	4.00	
45	Providing fixing and making operational CP brass two way bib cock cat no 041 Jaquar make.	EA	4.00	
46	Providing fixing and making operational CP brass Concealed Stop Cock, Extra Heavy Body cat no 083 Jaquar make.	EA	4.00	
47	Providing fixing and making operational CP brass Central Hole Basin Mixer without Popup cat no 169 Jaquar make.	EA	4.00	
48	Providing fixing and making operational CP brass Wall Mixer with Telephone Shower Arrangement cat no 217 Jaquar make.	EA	4.00	
49	Providing fixing and making operational CP brass Sink Mixer with Raised 'J' Shaped Swinging Spout cat no 319 Jaquar make.	EA	2.00	

50	Providing and fixing CP fancy over head shower with ball joint of approved quality complete as directed.	EA	4.00	
51	Providing fixing Towel Rack 600mm Long with Lower Hangers cat no 1181Jaquar make.	EA	4.00	
52	Providing fixing Single Towel Rail 600mm Long cat no 1111 Jaquar make.	EA	2.00	
53	Providing fixing Single Towel Ring Square cat no 1121 Jaquar make.	EA	6.00	
54	Providing fixing Hand shower (Health Faucet) with 1meter Flexible Tube with Wall Hook cat no 573 Jaquar make.	EA	4.00	
55	Providing fixing Soap Dish Holder cat no 1131 Jaquar make	EA	6.00	
56	Providing fixing telephonic Handshower Single Flow 95 mm dia with 1&1/2 meter Flexible Tube with 12 mm dia cat no 1737Jaquar make.	EA	4.00	
57	Providing and fixing acrylic shelf of approved quality, size and shade.	EA	4.00	
58	Fixing Geyser on wall face with bolts of size 4"X3/8" and nuts in cc 1:2:4 (1 cement :2 coarse sand :4 graded stone agg. 20 mm nominal size) cost of bolts and nuts include in the rate.)	EA	6.00	
59	Providing fixing Copper pipe in geyser of approved as directed including nuts & bolts.	EA	12.00	
60	Cleaning of G.I./M.S./Masonery/PVC over head tanks of 500 litres capacity / sizes (approximate)	EA	2.00	

61	including removal of malba outside Oil India premises and disinfecting with bleaching power etc complete. Cleaning of G.I./M.S./Masonery/PVC over head tanks of 1000 litres capacity / sizes (approximate) including removal of malba outside Oil India premises and disinfecting with bleaching power etc complete.	EA	2.00	
62	Un Skilled Labour charges for Helping plumbing, carpentry and other services related to Civil maintenance of residential complex, Noida, Oil House and guest houses with all tools including sundries materials like nails, fevicols, chemicals, screws etc.	PD8	10.00	
63	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 2x1.5 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. Group- B.	PT	10.00	
64	Supplying and fixing modular 5/6 switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required. 5/6 Amp switch.	EA	15.00	
65	Supplying and fixing modular 5/6 switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required. 5/6 Amp socket.	EA	15.00	

66	Supplying and fixing modular 15/16 switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required. 15/16 Amp switch	EA	8.00	
67	Supplying and fixing modular 15/16 switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required. 15/16 Amp socket.	EA	8.00	
68	Supplying and fixing stepped type electronic fan regulator on the existing modular plate switch box including connections but excluding modular plate etc. as required.	EA	8.00	
69	Supplying and fixing call bell/ buzzer suitable for single phase, 230 volts, complete as required.	EA	1.00	
70	Supplying and fixing plastic gang box for two 5A switch and socket.	EA	4.00	
71	Supplying and fixing plastic gang box for single 15A switch and socket	EA	4.00	
72	Supplying and fixing of 11 W, Normal CFL lamps.	EA	15.00	
73	Supplying and fixing of 18 W, Normal CFL lamps.	EA	15.00	
74	Supplying and fixing 14/28 watts electronic ballast for T 5 tubelight fitting.	EA	10.00	
75	Supplying and fixing 14/28 watts Tube light for T 5 fitting.	EA	10.00	

76	Providing & fixing wall light with wall bracket of approved design and make.	EA	20.00		
77	Providing and fixing LED / CFL light of approved design and make in ceiling.	EA	43.00		
78	Supply, installation, testing and commissioning of ceiling fan 48" sweep complete.	EA	8.00		
79	Providing & fixing 400 mm dia. Exhaust fan, 230 volt AC of approved make.	EA	6.00		
80	Supply & fixing CHANDELIER with LED blub /CFL of approved design and make, all complete as directed by EIC	EA	2.00		
81	Providing and fixing electrical chimney for kitchen exhaust of Faber make or equivalent with PVC pipe for exhaust and all other required fitting , all complete as directed by EIC	EA	1.00		
Total	cost (Rs.)				
Taxes, if any.					
Service Tax,if any.					
Grand Total value including all taxes(Rs.)					

(End of ANNEXURE-I)

SPECIFICATION OF MATERIALS

Specification & approved brand/make of materials to be used in renovation works at House nos.S-1/517 & S-1/522:

Sl. No. <u>Material Description</u> <u>Approved Brands</u>

1. False Ceiling & Cornices : POP based

2. Wood Framework:

All wood must be well seasoned, : First Class teak wood (Seasoned) with 2 coat of wood preservative

3. Wood skirting / moldings,

Lapping /beading and door frame: Teak wood

4. BWR Marin Ply wood (IS:303) : Marino /Kit ply/Century

/Green Ply/ Donier

5. Laminate : Formica/Century/merino/Greenlam6. Veneer : Mayur / Donier / Century / Greenply

7. Wood Preservative: STP- Pentaphene pale/Termination Tor (Pidilite) 8. Adhesive: Fevicol SH (Pidilite) / Araldite/SR-998/Century- SH.

9. Door Closer : Godrej /Ozone//Opel

10. Floor Spring : DORMA/OZONE

11. Door Lock : Godrej Cylindrical pin level / CIEF

12. Drawer Lock : Godrej Multipurpose

13. Hardware : GKW

14. Hinges : CIEF/ Ebco

15. Screws : GKW/ Nettle fold

17. Carpet : Transasia / Uniproducts18. Vertical blinds : Vista Levolor/Mac Decor

19. Sun Control Film : Garware

20. Soft Board/Display Board : Jolly board

21. Paints (Enamel & Emulsion) : Asian / Berger/ICI

22. Texture paint : Spectrum

23. Ceramic Tiles : Nitco/ Kajaria,

24. Vitrified tiles : Kajaria/NITCO/ Somany/ Bell25. Glass : Modi Guard/ Saint gobain

26. Handle : Stainless steel finish Neki/Hassely

27. PVC Floorings : Armstrong/Krishna Vinyle28. Sanitary Fittings : Hindware/Parryware/CERA

29. Sensor : Hind ware/CERA/Parry ware/AOS/ACE

Robotic

30. PVC fittings : Kalinga/SUPER/AKG/Precision

31. Wires-PVC insulated copper: Finolex/Havel's

32. Cables (armored) : Gloster/Nicco/Havel's/Evershine KDK
 33. A.C Starter, Plug Socket : Legrand/Crabtree/Northwest/MK
 34. Light&Power switch socket : Crabtree-Sapphire series/MK

Modular Type

35. Telephone Socket
 36. DB MCB
 37. MCB
 38. Telephone cable
 RJ-11 Crabtree/Anchor/Roma
 Legrand/ Havel's/Standard
 Legrand / Havel's / Standard
 D-Link/51 Netco / National

39. Light fitting : PHILIPS, Wipro 40. Fuse Switch : L&T / Havel's

41. Telephone Connecter : Corn
42. Coiling / Wall fan : Crom

42. Ceiling/ Wall fan : Crompton/Orient/Khaitan 43. Exhaust fan : Crompton/Orient/Khaitan

44. P.V.C tape : Steel Greep

45. Call bell : Max 46. Cable Lug : Dowell's

47. Cable gland : Brass heavy type good quality

48. Distribution board : MDS / Havell's

49. MS conduit : Heavy duty with ISI mark 16 SWG

50. Starter & single phasing : SEIMENS

preventer

51. SPN, TPN, Sheet metal : Havel's / MDS

52. Pipe Metal : M.S Conduit 16 S.W.G

53. Metal Pipe Fittings : Cast iron with thread &inspection cover

54. Pipe PVC Rigid Conduit) : Kalinga /Super/AKG / Precision 55. PVC fitting for Rigid : Kalinga /Super/AKG / Precision

56. PVC Roll Pipe : Super Dalda heavy gauge

57. PVC Casing Fittings : Good quality heavy gauge(color white)

58. Lugs : Dowels 59. Terminals : Essen/Elmex

60. Burgularalarm : Godrej/Globe Detective

61. E-Cat 6 Patch Panel : D-link/Avaya

(End of ANNEXURE-II)

APPENDIX-I

Guidelines to bidders for participating in

OIL's e-Procurement tenders

Bid invitations (Tenders)

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

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

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

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

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

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

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

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

Instructions for obtaining Digital Certificate

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

Steps for obtaining Digital Certificate

Visit the site of the licensed CA using internet browser.

Apply online for a class 3 digital certificate for the designated individual <u>with organization</u> 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 Scrip 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-I)

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

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

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

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

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

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

- (a) A Micro enterprise, where the investment in plant and machinery does not exceed twenty five lakh rupees.
- (b) A Small enterprise, where the investment in plant and machinery is more than twenty five lakh rupees but does not exceed five crore rupees.
- (c) A Medium enterprise, where the investment in plant and machinery is more than five crore rupees but does not exceed ten crore rupees.
- 2.1 The MSEs owned by SC/ST entrepreneurs shall mean:
- a) In case of Proprietary MSE, proprietor(s) shall be SC/ST.
- b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
- c) In case of Private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

3.0 Benefits to Micro and Small Enterprises :

i) Exemption from payment of Tender Fee:

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

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

MSEs (and not their dealers/distributors) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from submission of Bid Security/Earnest Money provided they are registered for the items they intend to quote.

4.0 Documents Required to be submitted by MSEs:

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

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

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

6.0 Purchase Preference to Micro and Small Enterprises:

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

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

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

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

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

(END OF APPENDIX-II)