



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

Plot No. 19, Sector 16A,
Noida – 201301, U.P.
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SECTION - I

COVERING NOTE

Oil India Limited (OIL), a Govt. of India Enterprise, invites quotations under Single Stage Composite Bid System through its online e-procurement portal, from experienced and competent domestic bidders for “**Operation and Maintenance of Heating, Ventilation and Air Conditioning (HVAC) systems at OIL House, Plot No. 19, Sector – 16A, NOIDA**”

1.0 Bidders are requested to submit 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 4049 P17 Dated 08.03.2017.
ii)	Type of Bid	: Single Stage Composite Bid System
iii)	Tender Fee	: Rs.1000.00 (Non-refundable) Payment for tender fee should be made only through online gateway mode and no other instrument(Cash/DD/Cheques/Cashier cheque, etc.) will be acceptable. Tender Fee will be accepted by OIL till 05.04.2017 (Up to 5.15PM) . Bidders claiming waiver of tender fees, shall apply with documentary evidence as mentioned Para no.3.1 below on or before 05.04.2017 (Up to 5.15 P.M.)
iv)	Bid Closing Date & Time	: 11.04.2017 (11.00AM)
v)	Bid Opening Date & Time	: 11.04.2017 (03.00 PM)
vi)	Address to send application for User-ID & Password	: General Manager (Contracts& Purchase) OIL INDIA LIMITED Plot No. 19, Sector-16A, NOIDA- 201 301, UTTAR PRADESH.
vii)	Bid to be submitted	: Through OIL's e-procurement portal https://etender.srm.oilindia.in/irj/portal

viii)	Bid Opening Place	: OIL House, Plot No. 19, Sector-16A, NOIDA 201 301, UTTAR PRADESH.
ix)	Bid Validity	: Bids shall remain valid for 90 days from the bid closing date.
ix)	Bid Security amount	<p>: Rs.30,000.00 (non-interest bearing)</p> <p>a. The Bid Security should be submitted only in the form of Bank Guarantee (in specified format) issued by Nationalized/ Scheduled Bank.</p> <p>b. Alternately, Bid Security can also be paid through the online payment gateway against this tender.</p> <p>c. In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee, the original hard copy of Bid Security should reach the above office of General Manager (Contracts & Purchase) by 11.00 AM (IST) on the bid closing/opening date otherwise bid will be rejected.</p> <p>d. A scanned copy of Bid Security document should also be uploaded along with the Un-priced Techno-Commercial Bid documents.</p> <p>e. No other mode of payment will be accepted by the Company.</p> <p>f. The Bid Security shall not earn any interest to the bidder from the Company.</p> <p>Notes:</p> <p>i. Bidders claiming waiver of Bid Security, shall apply to General Manager(C& P) with documentary evidence as mentioned Para no. 3.1 below for issue of user ID & Password.</p> <p>ii. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected.</p>
x)	Amount of Performance Security	<p>:7.5 % of the total Contract Value</p> <p>(initial security deposit along with acceptance of contract is to be deposited for 2.5% and remaining 5% is to be recovered from running account bill)</p>
xii)	Duration of Contract	: 2(two) years with a provision of extension for another 1(one) year at the same rates, terms and conditions.

- 2.0 Bidders interested to participate in the subject e-Tender are required to submit an application showing full address and e-mail ID and Applications 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 05.04.2017 (Up to 5.15 P.M.) only. Applicant must mention their full address, contact no. & e-mail ID clearly in their application.**

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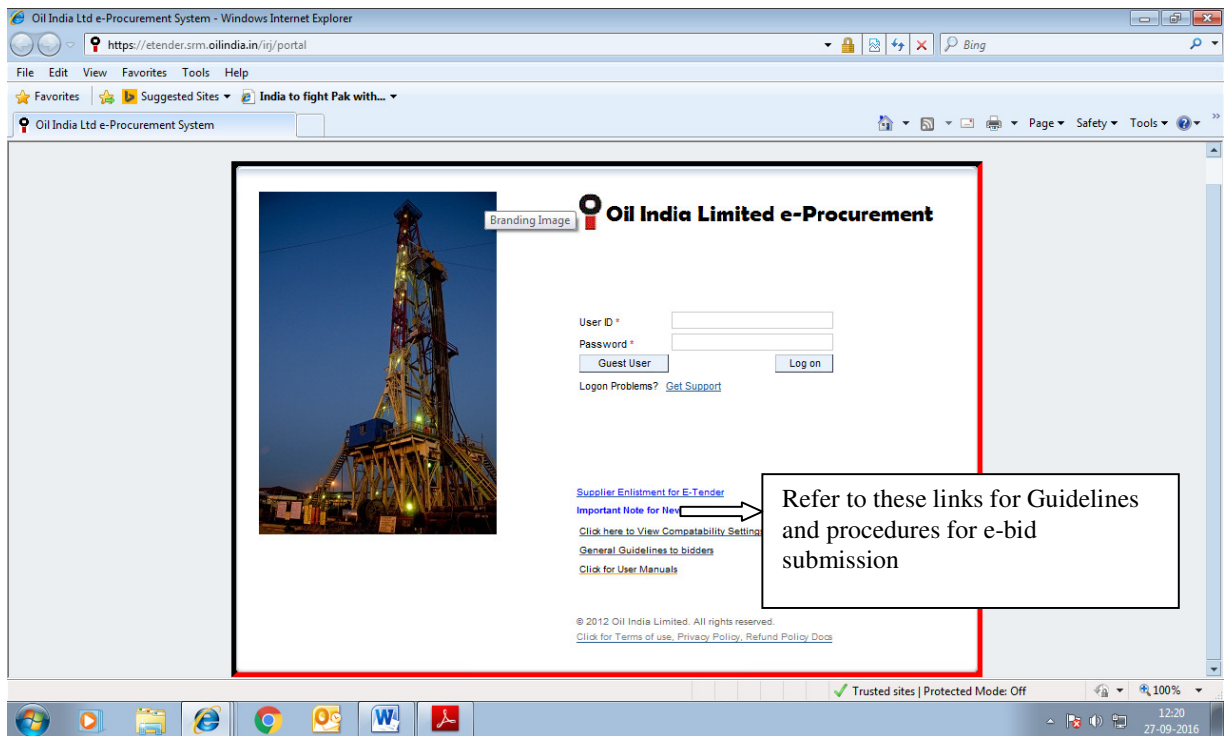
- 3.0 Vendors already having USER ID/ PASSWOPRD for e-tender portal of OIL can pay tender fee through the Payment Gateway by using credit card/debit card or net banking. New vendor can obtain User ID and Password through on-line vendor registration system and can pay on-line subsequently.

3.1 EXEMPTION OF TENDER FEE & BID SECURITY :

Central Govt. departments, Central Public Sector undertakings are exempted from submitting Tender Fee & Bid Security. Bidders, who are Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation(NSIC) or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are also exempted from submitting Tender Fee & Bid Security irrespective of monetary limit mentioned in their registration certificate provided they are registered for the same services for which tender has been invited and provided they submit offer for their own product/services.

Bidders claiming exemption of tender fee should send their application with all credentials on or before 05.04.2017 to OIL's above office for issue of user ID & Password. Applicant must mention their address & e-mail ID clearly in their application.

- 3.2 All corrigenda, addenda, amendments, time extension, clarification etc. to the tender will be hosted on OIL website only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website to keep themselves updated.
- 4.0 This tender is invited under SINGLE STAGE COMPOSITE BID SYSTEM. The prescribed Bidding Format for submission of bids are available in the Technical RFx -> External Area -> Tender Documents. The general details of tender can be viewed by opening the RFx [Tender] under RFx and Auctions. The details of tender are uploaded under Technical RFX.
- 5.0 Bidders are requested to go through OIL's e – Portal / Website before uploading their bids for updated information regarding participation requirements, guidelines and procedure for OIL's e – tenders. A screen shot of the OIL's e-portal is given below for ready reference:



- 6.0 Online Bids should be submitted latest by 11:00 Hrs. (IST) (OIL's e procurement Portal Server Time) on the Bid Closing date of the e-tender. Tender will be opened on the same day at 15:00 Hrs. (IST) at the office of General Manager(C&P) in the presence of authorized representative of the bidders.
- 6.1 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.
- 6.2 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.
- 6.3 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
- 6.4 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 7.0 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time failing which the offer shall be rejected.

8.0 Interested bidders may contact the following person to for any technical clarifications/ site inspection etc. against the tender:

Mr. Dulal Nath
Dy. CE (Civil)
Mob: 8826086789

9.0 For technical support on various matters viz. Online registration of vendors, Resetting of Passwords, submission of online bids etc. vendors should contact OIL's ERP MM Dept. at Duliajan, Dibrugarh Dist., Assam at following:

Tel Nos. = 0374-2807178 / 0374-2804903.

Email id = erp_mm@oilindia.in.

Office Timing: 07.00 AM-11.00AM & 12.30PM -3.30PM (From Monday to Friday)

: 07.00AM – 11.00AM (on Saturday)

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(Ms. Anurag Gohain)
Sr. Manager Materials
For General Manager (C & P)
For Chairman & Managing Director

(END OF SECTION –I)

SECTION – II

INSTRUCTIONS TO BIDDERS

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

A. BIDDING DOCUMENTS

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

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

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

3.0 AMENDMENT OF BIDDING DOCUMENTS:

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

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

B. PREPARATION OF BIDS

4.0 LANGUAGE OF BIDS:

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

5.0 DOCUMENTS COMPRISING THE BID:

- 5.1 The bid submitted by the Bidder must be under Single stage Composite Bid System and shall comprise of following components:
- i. Documentary evidence in accordance with the Bid Rejection Criteria (BRC) as per SECTION-VII
 - ii. A scanned copy of the Bid Security in the form of Bank Guarantee in accordance with Para 8.0 below should be uploaded along with the Technical bid document. (***Original hard copy of Bid Security should reach the Office of General Manager (Contracts & Purchase), NOIDA before Bid closing date and time.***)
 - iii. Statement of compliance as per PROFORMA-I
 - iv. Rates as per the bidding format provided in SECTION – VI.

6.0 BID PRICE:

- 6.1 Prices should be quoted through OIL's e - Portal filled in Bidding Format provided in SECTION – VI to be uploaded as attachment to the Bid.
- 6.2 Rates quoted by the Successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 6.3 All statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by the Contractor and the amount of the contract payable by the Contractor under the Contract for which this Bid Document is being issued, shall be included in the quoted prices submitted by the bidder. Service taxes and other applicable Taxes should be shown separately in the bidding format.

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

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

7.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

- 7.1 These are listed in Bid Rejection Criteria vide Section –VII

8.0 BID SECURITY:

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

- 8.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture of the Bid security, pursuant to sub-para 8.7 below.

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

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

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

Bank Guarantee shall be valid for 120 days from the scheduled 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)Online direct deposit of Bid security amount in OIL's bank account through e-procurement portal in case of e-tender.

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

- 8.3 Any Bid not accompanied by a proper bid security in accordance with above-mentioned sub-clauses 8.1 & 8.2, shall be rejected outright by the Company as non-responsive without any further reference.
- 8.4 Bid Security of unsuccessful bidders will be discharged after finalization of the tender.
- 8.5 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing valid and proper Performance Security to OIL as per the contract. Successful bidder will however, ensure validity of the Bid Security till such time the Performance Security in conformity to relevant clause of tender is furnished.
- 8.6 The Bid Security shall be forfeited:
- (a) If a Bidder withdraws their Bid during the period of (including any subsequent extension) specified by the Bidder or any extensions thereof agreed to by the bidder, and / or
 - (b) If the bidder having been notified of the acceptance of their bid by the Company during the validity period of the bid including extension agreed to by the bidder:
 - i) Fails or refuses to accept LOA/contracts and /or
 - ii) Fails or refuses to furnish Performance Security.
 - (c) If a bidder furnishes fraudulent document / information in their bid and subsequent clarification against the tender /contracts.
- 8.7 The scan copy of the original Bid Security in the form of bank guarantee shall be uploaded by the bidder along with the their Bid in OIL's e-portal. The original Bid Security shall be submitted by bidder in a sealed envelope & must drop in the Tender Box, placed at the office of General Manager (Contract & Purchase), Oil India Limited, Corporate Office, Plot No. 19, Sector-16A, Noida on or before 11:00Hrs on the Bid closing date, failing which the bid shall be rejected outright. Tender No. & Bid Closing date & Name of bidder must be written on the envelope containing the Bid Security for proper identification.
- 8.8 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred from participating in future tenders for a period as per Company's policy.
- 8.9 Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission on the amount of Bid Security.
- 8.10 The bidder shall extend the validity of the Bid Security, if and when specifically advised by OIL, at the bidder's cost.
- 8.11 In case any Bid security in the form of Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders for the period to be decided by Company.

8.12 In case a bidder does not accept the LOA /Contract issued within the validity of their offer, the Bid Security shall be forfeited and the party shall be debarred from participating in future tenders for a period to be decided by company.

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

8.14 EXEMPTION OF BID SECURITY: (Please Refer to APPENDIX-IV for details)

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.

9.0 PERIOD OF VALIDITY OF BIDS:

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

9.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax or E-mail). A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their bid.

9.3 The bid should contain no interlineations, correcting fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person(s) signing the bid. Any bid not meeting this requirement shall be liable for rejection.

10.0 FORMAT AND SIGNING OF BID:

10.1 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.

10.2 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.

10.3 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.

10.4 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

- 10.5 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:

11.0 SEALING AND MARKING OF BIDS:

- 11.1 This tender is invited under SINGLE STAGE-COMPOSITE BID SYSTEM. The bidders are required to submit their bids through electronic format in OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Detailed Guidelines to bidders for participating in OIL's e-Procurement tenders are given in website.

- 11.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per PROFORMA – I. This should be a part of the bid.

- 11.3 Timely submission of the bids is the responsibility of the Bidders. Bidders should submit their bid before the scheduled bid closing Date and Time of the tender.

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

12.0 DEADLINE FOR SUBMISSION OF BIDS :

- 12.1 No bid can be submitted after the submission dead line is reached. Bids are to be submitted before the Bid Closing Date and Time mentioned in the Covering Note.

13.0 MODIFICATION AND WITHDRAWAL OF BIDS :

- 13.1 The Bidder, after submission of bid, may modify or withdraw its bid prior to bid closing, if considered inevitable.

- 13.2 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.

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

- 13.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bidding Format. Withdrawal of a bid during this interval shall result in the debarment of Bidder from participating in future tenders for a period as per OIL's Banning policy (available in OIL's website)

14.0 BID OPENING AND EVALUATION

- 14.1 Company will open the Bids 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.
- 14.2 On opening the bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished if any, documents have been properly signed and the bids are generally in order.
- 14.3 At bid opening, Company will announce the Bidders' names, furnishing of requisite Bid Security, if any and such other details as the Company may consider appropriate.
- 14.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-Para 14.2.
- 14.5 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.
- 14.6 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.
- 14.7 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.
- 14.8 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.
- 14.9 Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the bid closing date and/or time.
- 15.0 OPENING OF PRICE-BIDS
- 15.1 Company will open the Price-bids along with the Technical Bids.
- 15.2 The Company will examine the Priced-bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.

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

16.0 EVALUATION AND COMPARISON OF BIDS:

16.1 The Company will evaluate and compare the bids as per Bid Evaluation Criteria (SECTION-VII) of the tender document. Priced Bids of the technically acceptable offers will be considered for commercial evaluation.

17.0 CONTACTING THE COMPANY:

17.1 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 14.5.

17.2 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

18.0 AWARD CRITERIA:

18.1 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.

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

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

20.0 NOTIFICATION OF AWARD:

20.1 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.

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

21.0 SIGNING OF CONTRACT:

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

- 21.2 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.

22.0 PERFORMANCE SECURITY:

- 22.1 The successful bidder shall furnish performance security for an amount equivalent to 7.5% of the total Contract Value. Initially, the Contractor shall furnish 2.5 % of performance security within 15 (fifteen) days from the date of receipt of LOA, in the form of Bank Guarantee (as per Format enclosed as Appendix-II) issued from a Bank located in India. 2.5 % of Performance Security can also be deposited through OIL's online gateway within specified date.

Remaining 5% of Performance Security shall be recovered from running account bill. 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.

- 22.2 The performance security specified above must be valid for ninety (90) days beyond the expiry date of the contract to cover any obligation and to lodge claim, if any. The same will be discharged by Company after the validity period of the performance security. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover the contract value for the extended period and also to extend the validity of the performance security accordingly.
- 22.3 Failure of the successful bidder to comply with the requirements of Para 20.1 to 22.1 above shall constitute sufficient grounds for annulment of the award and debarment from participation in future tenders as per Company's policy.

23.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

(END OF SECTION – II)

SECTION –III

GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS:

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

- 1.1 'Contract' means the terms and conditions contained in the document entitled "House Keeping service for OIL's office Premises in 6th Floor, SB Tower, Sector 16A, NOIDA, including supply of consumables." In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 'Contractor' means the individual or firm or body incorporated performing the work under this contract.
- 1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 The 'Work' means each and every activities required for the successful performance of the services described under this contract.
- 1.5 Here 'Operating Area' means all OIL's establishments at NOIDA
- 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.
- 2.0 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 2.1 '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.

3.0 COMMENCEMENT PERIOD AND CONTRACT DURATION:

- 3.1 The successful bidder must commence to provide services as per the scope of services detailed in SECTION-IV of the tender within 20 days of receipt of notification of award of Contract or any day set out in the LOA.
- 3.2 Duration of this Contract is for a period of 2(two) years with a provision for extension by another 1 (one) year at the same rates, terms and conditions at the sole option of OIL.

4.0 CONTRACTOR'S PERSONNEL :

- 4.1 Contractor's Personnel - Contractor warrants that it shall provide all manpower for the necessary operations, supervision and execution of all works under this Contract to Company's satisfaction. The personnel to be deployed by the Contractor must be competent and sufficiently experienced to perform the works correctly and efficiently except where otherwise stated.
- 4.2 Except as otherwise hereinafter provided, the selection, replacement and remuneration of Contractor's personnel shall be determined by Contractor. Such employees shall be the employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient.
- 4.3 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.

5.0 GENERAL OBLIGATIONS OF CONTRACTOR:

- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.4 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.

- 5.5 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.

6.0 GENERAL OBLIGATIONS OF COMPANY:

- 6.1 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.
- 6.2 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.

7.0 PAYMENT TERMS:

- 7.1 Payment will be made on monthly basis for each completed calendar month after deducting penalty/liquidated damages, if any, within 30 days from submission of undisputed bills.
- 7.2 While submitting monthly bills for payment, the contractor shall furnish a undertaking to the effect that all statutory provisions have been complied with including payment of minimum wages as per the Minimum Wages Act and deduction of PF and ESI (if applicable). He will also state that in case of any labour unrest or dispute or claim arising at any point of time due to non-implementation of any law, rules or regulations for the period, the responsibility shall solely be the contractor and they will resolve the dispute satisfactory at their cost and risk without any liability on Oil India Ltd under the Workmen's Compensation Act or any other Act (s) applicable.
- 7.3 OIL shall make the payments as per stipulation in the tender through Electronic Transfer only. All Bank charges of bidder's Bankers shall be to their account.

8.0 LIQUIDATED DAMAGES:

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

9.0 PENALTY:

In the event of failure of the contractor to rectify any defect within the time considered to be reasonable by OIL, penalty @ Rs. 500.00 will be levied. Furthermore, if the contractor fails to provide the required manpower proportionate deductions will be on pro-rata basis of the value of the contract. The decision of OIL in this regards will be final and binding on the contractor.

10.0 TAXES AND DUTIES:

10.1 All taxes and statutory levies except Service Tax will be on Contractor's account. Service Tax as applicable shall be on Company's account. However, the Company will deduct income tax at source as per Indian Income Tax Act and other taxes as applicable under law. Bidders should clearly mention all applicable Taxes including Service Tax separately in the Bidding Format enclosed as SECTION-VI which will be added to their quoted price while evaluating their offers.

10.2 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.

10.3 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.

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

10.5 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.

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

10.7 The Contractor shall furnish the Company, if and when called upon to do, the relevant statements of accounts or any other information pertaining to work done under this contract for submitting the same to Tax Authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated period as per the provisions of the Indian Income tax Act. Company will not assume any responsibility whatsoever towards consequences of non-compliance to above.

10.8 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.

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

10.10 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.

10.11 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.

11.0 STATUTORY OBLIGATION AND SUBSEQUENTLY ENACTED LAWS:

11.1 The Contractor shall comply with all the statutory obligation of Government of India and State applicable at the Site and the Purchaser shall not be liable for any action of the statutes applicable due to non-fulfillment of statutory obligations by the contractor.

11.2 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or by-law of any local or other duly constituted authority in relation to the execution of the Work.

11.3 The Contractor shall conform and comply in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall indemnify the Purchaser against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-law.

11.4 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.

12.0 USE OF COMPANY'S EQUIPMENT:

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

13.0 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.

14.0 CONFIDENTIALITY:

14.1 Contractor agrees to be bound by professional secrecy and undertakes to keep confidential any information obtained during the conduct of services and to take all reasonable steps to ensure that Contractor's personnel likewise keep such information confidential.

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

15.0 NOTICES:

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

COMPANY
OIL INDIA LIMITED
PLOT NO. 19, SECTOR-16A,
NOIDA – 201 301
UTTAR PRADESH
Fax No. 0120-2419120
E-MAIL: corp_c&p@oilindia.in

CONTRACTOR

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

16.0 HEADINGS:

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

17.0 LIABILITY:

17.1 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.

17.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, subcontractors 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.

- 17.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 17.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the contractor and of its contractors, subcontractors and / or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 17.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or his contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and / or its servants, agents, nominees, assignees, contractors and subcontractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss of damage and any suit, claim or expense resulting therefrom.
- 17.6 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.
- 17.7 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.
- 17.8 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.

18.0 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.

19.0 WITH-HOLDING

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

- a) For non-completion of jobs assigned as per Section-IV &V.
- 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 etc.
- 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 :
 - i. Garnishee order issued by a Court of Law in India.
 - ii. Income-tax deductible at source according to law prevalent from time to time in the country.
 - iii. 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 .

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

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

20.0 APPLICABLE LAW:

The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India.

20.1 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits / licenses etc. from appropriate authorities for conducting operations under the Contract :

- a) The Minimum Wages Act, 1948.
- b) The Workmen's Compensation Act, 1923.
- c) The Payment of Wages Act, 1963.
- d) The Payment of Bonus Act. 1965.
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- f) The Employees Pension Scheme, 1995.
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- i) Act related to States.
- j) Service Tax Act.
- k) Any other law and regulations applicable to carry out the complete job/assignment as per the Contract.

20.2 For any violation of law, rules, statutory obligations/regulations etc. Contractor will be solely responsible. Company will not be responsible for the same by any means.

21.0 FORCE MAJEURE:

21.1 In the event of either party being rendered unable by "Force Majeure" to perform any obligation required to be performed by them under this 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 Contractor) 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.

21.2 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.

21.3 Either party will have the right to terminate the contract if such "force majeure" condition continues beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment would apply after expiry of fifteen (15) days period unless otherwise agreed to. In case a force majeure situation arises for a particular no of days, the contract period shall be extended by that many days without Liquidated Damages.

22.0 TERMINATION:

22.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION)

The contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or extension, if any, thereof or completion of their obligation under the Contract whichever is applicable.

22.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE

Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in Para 21.0 above.

22.3 TERMINATION ON ACCOUNT OF INSOLVENCY

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

22.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE

If the Company considers that the performance of the Contractor is unsatisfactory, or not up-to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving fifteen (15) days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

22.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT

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

22.6 CONSEQUENCES OF TERMINATION

In all cases of termination herein set forth, the obligation of the Company to pay the rates or any other charges shall be limited to the period up to the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by

the provisions of the Contract that reasonably require some action or forbearance after such termination.

22.7 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 (fifteen) successive days (not including force majeure delay). Company, at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

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

22.9 In the event of termination of Contract, Company will issue Notice of Termination with date or event after which the Contract will be terminated. The Contract shall then stand terminated and the Contractor shall demobilize their personnel and materials.

23.0 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).

24.0 ARBITRATION:

24.1 The Contractor and the Company shall make every effort to resolve amicably by direct informal negotiation any disagreement arising between them under or in connection with the agreement.

24.2 In the event of any disagreement or dispute arising in connection with execution of the Agreement which cannot be settled in an amicable manner between the Contractor and the Company, the matter shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1996 as amended upto date by any statutory modification or reenactment thereof for the time being in force. Arbitration proceeding will be held in Delhi/ Noida.

24.3 EMPLOYMENT OF OFFICIAL/PERSONNEL OF THE COMPANY:

Contractors are advised not to employ serving Company employees without its prior permission. It is also advised not to employ ex-personnel of the Company within the initial 2(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.

25.0 MISCELLANEOUS PROVISIONS

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

25.2 Contractor shall confirm in all respect with provisions of any such statute, ordinance or law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the services and with such rules and regulations of public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such statute, ordinance or law, regulations or bye-law.

(END OF SECTION - III)

S E C T I O N –IV

SCOPE OF SERVICES

The job includes the following:

1. Starting and stopping of the plant as per requirement of the user.
2. Checking water in the cooling tower.
3. Checking voltage.
4. Checking operation of allied equipment for its normal operating conditions, and informing the abnormalities to the concerned people
5. Recording the readings.
6. Recording abnormalities observed of the plant in the log sheet.
7. Maintain the general cleanliness of the plant room.
8. Constant monitoring of the temperature in different floors.
9. Attending day-to-day temperature complaints.
10. Monitoring the water levels of the cooling towers.
11. Monitoring of the voltage supplied and necessary remedial actions by starting the DG sets, if possible.
12. Monitoring the chiller parameters on hourly basis. Rectify any faults found.
13. Regular cleaning of AHU filters.

END OF SECTION –IV

SECTION –V

SPECIAL CONDITIONS OF CONTRACT

1.0 The contractor shall engage following persons against the Contract:

Supervisor: 1 No. with minimum 10 years of experience (High Skilled)
Electrician: 1 No. with minimum 5 years of experience (Skilled)
Helper/Assistant: 1 No. with minimum 5 yrs. of experience (Semi-skilled)

2.0 Period of Service Availability : 12 hrs per day (8.00AM to 8.00PM)
(Excluding Sunday and gazetted holiday)

3.0 The contractor must have to carry out the job beyond normal duty hours also in case of requirement.

4.0 The contractor will have to make all the arrangement for food, transportation, conveyance etc. for their employees for which no extra claim will be entertained.

5.0 The contractor will have to provide uniforms, shoes etc. to their employees.

6.0 For better communication, the leader of the group should be provided with mobile hand set so that he can be contacted at any time in case of emergency.

7.0 OTHER TERMS AND CONDITIONS

a) The personnel employed by the contractor shall be the sole responsibility and liability of the contractor and also expenses in connection with their employment shall be borne by the contractor. Oil India Ltd shall not bear any responsibility or have liability whatsoever arising out of this contract, including the liability under the Workmen's Compensation Act or any other Act (s) applicable.

b) The Contractor shall comply with provisions of various labour laws enacted by the Central / State Government, as amended from time to time. All statutory requirements / obligations there under, as may be applicable to the contract labour, will have to be adhered to by the contractor and any failure on his part on this account shall be the responsibility of the contractor.

c) Contractor should submit documentary evidence every month with regard to deposit of Provident Funds in respect of personnel deployed against this contract as per provisions of Employees Provident Fund Act.

d) The Contractor shall arrange ESI coverage in respect of personnel deployed under this contract.

e) Contractor shall submit any other documentary evidence as and when called by OIL in connection with this contract.

f) The contractor will abide by rules, regulations, by-laws and statues, imposed by the Government and other local authorities etc.

- g) The payment of wages / salaries / allowances / overtime etc shall be subject to the minimum wage rates notified by the State Govt. from time to time. Payment will be made by 7th day of every month.
- h) The payment of wages shall be made directly by the contractor to his staff and not through thekedars or any other party or person. No amount shall be deducted from the wages of the workmen by way of commission of any nature whatsoever, except for statutory deductions.
- i) Any financial liability on account of non-observance/no-compliance of any statutory requirement shall be responsibility of contractor.
- j) The contractor shall be responsible for maintenance of Registers / records under various labour laws and shall furnish them as and when required.
- k) The contractor shall keep Oil India Ltd indemnified for any claims/ damages / disputes that may arise under the statutory labour provisions at any point of time during the currency of the contract or thereafter for the relevant period.
- l) The contractor shall be entirely responsible for any mishaps /accident, inside the Oil India Ltd premises, to his worker(s) while performing duty and shall have no claim on Oil India Ltd with respect to any compensation / monetary benefits etc whatsoever. Contractor shall arrange to take necessary insurance policy for the personnel employed by them and third party in respect of risks involved during the course of operation of the contract to the satisfaction of the society and before starting the work.
- m) OIL shall have right to withhold payment of the bills in case of non-compliance of any clause of the contract or payment etc to his contract labour.
- n) Contractor shall in no case lease/transfer/sublet/appoint caretaker for the services.
- o) No other person except contractor and their employees shall be allowed to enter the OIL premises. Contractor/employees shall not entertain any outsider or extend any service beyond Oil India Ltd premises.
- p) Contractor's personnel shall not indulge in any unlawful activities within the Oil India Ltd premises and not indulge in any other private work other than normal duties.
- q) The personnel engaged by the contractor shall be subject to security check by the Oil India Ltd's security staff while entering / leaving the premises. The contractor for their personnel shall issue identity cards. Contractor shall give the name of the personnel deployed by him to OIL.
- r) Contractor shall be fully responsible for theft, burglary, fire or any other mischievous deeds done by their staff.
- s) Oil India Ltd. reserves the right to terminate the contract any time during the period of the contract without assigning any reasons thereof. Such terminations will be communicated in writing to the contractors and any work affected beyond date of termination of the contract shall not be measured and paid for.

t) Coordination with UPPCL will be the responsibility of the contractor for obtaining shut down, attending to fault or for any other job.

u) Regular / frequently used consumables and spares (within scope of the contract) will be procured & kept in ready stock by the contractor and in no case supply of power / water will be stopped on this account at any time.

v) For execution of any major jobs for any equipment, contractor will provide detail estimate separately from the original manufacturer/supplier. Such job will be executed separately.

w) Contractor will provide additional manpower, if required, for execution of any job covered in the contract.

x) Disposal of used lube oil used filter etc. will be the responsibility of the contractor and will take permission from Engineer-in-charge for disposal.

y) Contractor will keep proper records of equipment covered under the defect liability period / guarantee period while executing the job and in no case will violate any norms.

(END OF SECTION – V)

SECTION –VI
Bidding Format (Price Schedule)

Sl. No.	Description of job	Unit	Qty	Unit Rate (Rs.)	Total (Rs.) for 2 (two) years
1.	Operation and Maintenance of HVAC System (Excluding minimum wages plus other statutory payments to be made by OIL separately to the Contractor)	Month	24		
2.	Overtime beyond stipulated duty hours				
	a. One Supervisor	Per hour	790 hrs. per person		
	b. One Electrician	per person			
	c. One Assistant	person			
Grand Total (1+2) in Rs. A					
Service Tax in Rs. (Please indicate Applicable Rate) B					
Grand Total Evaluated Cost including Taxes (A+B)					
(Excluding minimum wages plus other statutory payments to be made by OIL separately to the Contractor)					

Notes:

- a) Amount equivalent to minimum wages rates notified by the Ministry of Labours & Employment, Govt. of India and other payment like PF, ESI etc. as per statutory requirement along with service tax applicable for this amount, if any will be paid extra by Oil India Limited at the prevailing rate at the time of actual execution of the work for the actual no. of man power involved.
- b) For evaluation of the lowest bidder among the techno commercially acceptable parties “Grand Total Value including of taxes (Rs.)” will be considered. However, for any computational error between unit wise price and total price then unit price will be considered for calculation of “Grand Total Value including of taxes (Rs.)”. Similarly, in the event of discrepancy between words and quoted figure, words will prevail.
- c) For calculation of the total contract value for the purpose of calculating Performance Security amount will be total amount quoted by the bidder plus the amount payable by OIL as per point no. a) above [as per rate prevailing on the bid closing date].
- d) The price quoted above shall remain valid for 90 days from the bid closing date of the tender.
- e) The rates quoted against Sl. No.1 &2 shall remain firm during the entire tenure of the Contract.

END OF SECTION –VI

SECTION – VII

BID REJECTION CRITERIA / BID EVALUATION CRITERIA

I. BID REJECTION CRITERIA (BRC):

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

(A) TECHNICAL:

1. Bidder must have experience of successfully executed at least one similar work of about value Rs.3.74 Lacs. in office buildings of PSUs / Central Govt./ State Govt. Organizations or in any private corporate office in last 7(seven) years to be reckoned from original Bid closing date.

Definition of Similar Work: Similar work means providing House Keeping Services.

Note: Bids should be accompanied by adequate documentary evidence of the above mentioned experience. Bidders must submit **Completion Certificate** showing Gross value of the job/ service, description of job/service and duration of the contract along with the bid otherwise their bid will be rejected. OIL's Contractors who are giving Contract copies along with extension letters, if any issued from OIL need not to submit Completion certificate separately.

(B) FINANCIAL:

1. Annual Financial Turnover of the bidder during any of preceding 3(three) financial accounting years from the original bid closing date should be at least **Rs.4.5lacs.**
2. Net worth of bidder must be positive for preceding financial / accounting year.

Note: For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid, otherwise their offer will be rejected :-

- i. A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth

OR

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

(B) COMMERCIAL

1. Bidders must quote their offer in accordance with the bidding format (SECTION-VI). Bids received in any other form will be rejected.
2. Any bid not accompanied by Bid Security as per tender will be rejected. Bid Security, if furnished in the form of Bank Guarantee, then the Bank Guarantee must be valid for a period of 120 days from the scheduled Bid Closing date. Otherwise, the bid shall be rejected.
3. The rates quoted by Bidders must be held firm during the term of the contract and not be subjected to any variation. Bids with adjustable price terms will be rejected.
4. Bids with validity less than 90 days from the scheduled Bid Closing date will be rejected.
5. Offers received in any form, other than through OIL's e-portal will be rejected.
6. The authenticity of 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.
7. Any offer containing incorrect statement will be rejected.
8. There must be no exception to the following Clauses including sub-clauses, as applicable, otherwise the Bid will be rejected.

- Performance Security Clause	- Termination Clause
- Tax Liability Clause	- Arbitration Clause
- Force Majeure Clause	- Liquidated Damage Clause
9. Bid Documents/User Id & Password for OIL's E-Tender portal are not transferable. Unsolicited bids will be rejected straightway.
10. To determine the substantial compliance of the Bid, OIL reserves the right to ask the bidder for clarification of clauses covered under BRC also. Such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by OIL or the bid will be rejected.

II. BID EVALUATION CRITERIA (BEC):

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

1. Evaluation will be on the basis of "Grand Total Amount including Taxes" on the basis of rates quoted in the Bidding Format.
2. In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.

3. Similarly, in the event of discrepancy between words and quoted figure, words will prevail.
4. Preference to Micro and Small Enterprises will be given as per prevailing Government Guidelines as applicable on bid closing date.
5. In case bidder takes exception to any clause of tender document not covered under BEC/BRC, then the company has the discretion to reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by the Company. No deviation will however, be accepted in the clauses covered under BRC/BEC.

If any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BRC/BEC) contradict the Clauses of the tender elsewhere, those in the BEC / BRC shall prevail.

END OF SECTION – VII

APPENDIX-I

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder)_____ (hereinafter called "the Bidder") has submitted his bid dated (Date) _____ for the provision of Operation & Maintenance Services for HVAC (hereinafter called "the Bid").

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

THE CONDITIONS of this obligation are:

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

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

This guarantee will remain in force up-to and including the date (date of expiry of bank guarantee should be minimum 120 days from scheduled Bid Closing Date) any demands in respect thereof should not reach the bank not later than the above date.

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

Date:

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

APPENDIX-II

FORM OF PERFORMANCE BANK GUARANTEE(UNCONDITIONAL)

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

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

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

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

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

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

This guarantee is valid until the date (-----)

SIGNATURE & SEAL OF THE GUARANTOR

Name of Bank

Address

Date

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

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

APPENDIX-III

SAMPLE FORM OF CONTRACT

THIS AGREEMENT is made on the day of..... 2017, between (Name of Company)_____ of (Mailing address of Company) _____, hereinafter called "the Company", of the one part and (Name of Contractor) _____ (hereinafter called "the Contractor") of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

SIGNED, SEALED AND DELIVERED.

By the said Name_____

On behalf of the Contractor

in the presence of:

Public Procurement Policy for Micro and Small Enterprises (MSEs)

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

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

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

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

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

The MSEs owned by SC/ST entrepreneurs shall mean:

- a) In case of Proprietary MSE, proprietor(s) shall be SC/ST.
- b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
- c) In case of Private Limited Companies, 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.

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

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

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

- iv) If against an order placed by OIL, successful bidder(s) (other than Micro /Small Enterprise) is procuring materials / services from their sub-vendor who is Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, with prior consent in writing from OIL, the complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid MSE registration certificate, Contact No., details of material and value of procurement made etc.) of the subcontractor(s) shall be furnished by the successful bidder at the submission of invoice/ bill

PROFORMA-I

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

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

(Authorised Signatory)

Name of the bidder_____

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