



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्गापुराण, अस्सम
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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E-mail: oilindia@oilindia.in
corp_c&p@oilindia.in

Web Site: www.oil-india.com

S E C T I O N - I

C O V E R I N G N O T E

1.0 Oil India Limited (OIL), a Govt. of India Enterprise, invites quotations under Single Stage Composite Bid System through its online e-procurement portal, from experienced and competent domestic bidders for **Annual Maintenance Contract for PCs & Printers installed in OIL's operating areas in NCR.**

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.	Service Description	Annual Maintenance Contract for PCs & Printers installed in OIL's operating areas in NCR.
ii.	Tender No.	: CLI9451P19 Dated 11.10.2018.
iii.	Type of Bid	: Single Stage Composite Bid System
iv.	Tender Fee	Not applicable
v.	Bid Closing Date & Time	: 13.11.2018 (02.00 PM)
vi.	Bid Opening Date & Time	: 13.11.2018 (03.00 PM)
vii.	Bid to be submitted	: Through OIL's e-procurement portal https://etender.srm.oilindia.in/irj/portal a) Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site https://etender.srm.oilindia.in/irj/portal

		b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration / incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
viii.	Bid Opening Place	: OIL House, Plot No. 19, Sector-16A, NOIDA 201 301, UTTAR PRADESH.
ix.	Bid Validity	: 90 days from scheduled bid closing date.
x.	Bid Security amount	<p>: Rs. 1,71,000.00 (non-interest bearing)</p> <p>The Bid Security should be submitted in any of the following forms:</p> <p>a. DD / Bank draft / Cashier cheque in favour of OIL INDIA LIMITED and payable at NOIDA.</p> <p>b. Bank Guarantee (in specified format) issued by Nationalized / Scheduled Bank. Bank Guarantee shall be valid for 120 days from scheduled bid closing date</p> <p>c. Alternately, Bid Security can also be paid through the online payment gateway against this tender.</p> <p>d. In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee/DD/ Bank draft / Cashier cheque, the original hard copy of Bid Security should reach office of Chief General Manager (Contracts & Purchase), OIL House, Plot No.19, Sec-16A, NOIDA by 02.00 PM (IST) on the bid closing/opening date otherwise bid will be rejected.</p> <p>e. A scanned copy of Bid Security document should also be uploaded along with the Techno-Commercial Bid documents.</p> <p>f. No other mode of payment will be accepted by the Company.</p> <p>g. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected.</p> <p>h. The Bid Security shall not earn any interest to the bidder from the Company.</p>

		<p>Notes:</p> <p>a) MSEs Units (manufacturers / Service Providers only and not their dealers / distributors) who are already registered with District Industry Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote / participate.</p> <p>b) For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regard and request for bid closing date extension on that plea shall not be entertained by Company.</p>
xi.	Bid Security Validity	: 120 days from scheduled bid closing date
xii.	Amount of Performance Security	:10 % of the annualized Contract Value excluding taxes payable by OIL
iii.	Duration of Contract	: 3 (Three) years
xiv.	Integrity Pact	:Must be digitally signed & uploaded along with the Technical Bid.
xv.	Bids to be addressed to	: Chief General Manager (Contracts & Purchase) OIL House, Plot No.19, Sec-16A, NOIDA-201301

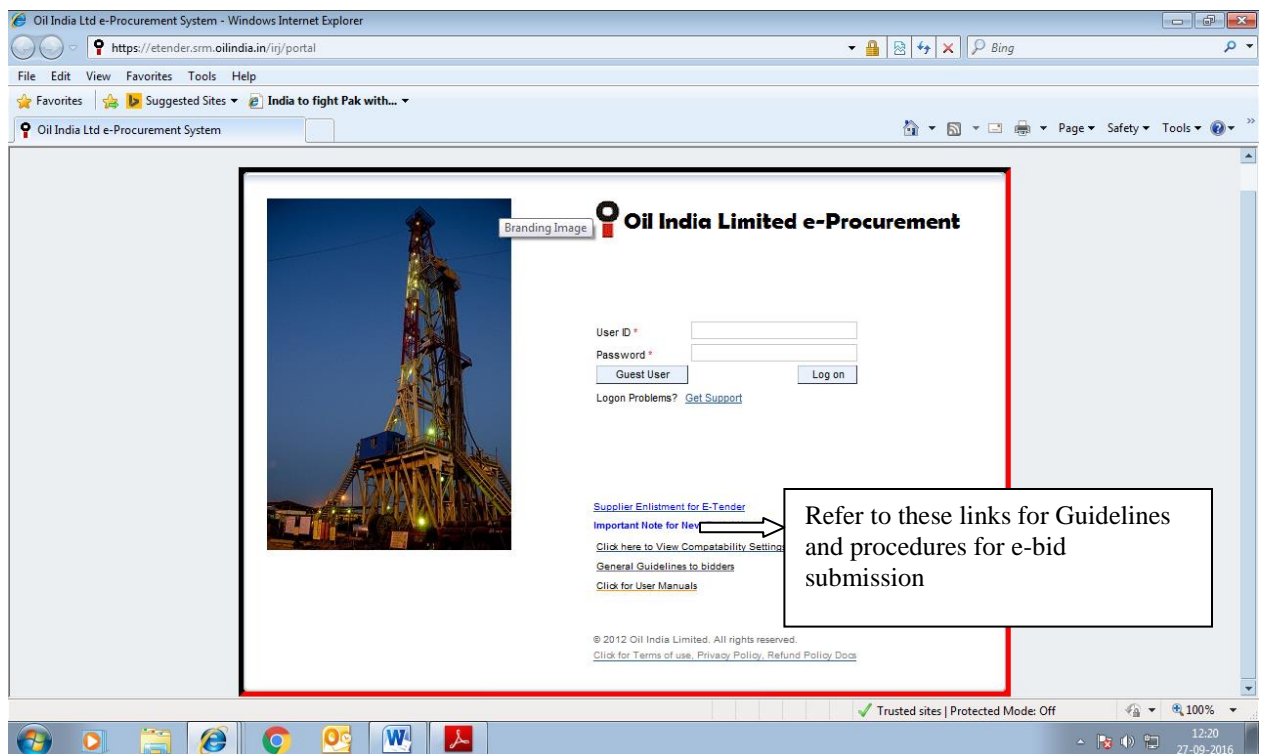
1.1 EXEMPTION OF BID SECURITY :

- a) Central Govt. departments, Central Public Sector undertakings are exempted from submitting Bid Security.
- b) Bidders, who are Micro and 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(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, provided they are registered for the item they intend to quote/participate. Such Bidders shall upload copy of the valid registration certificate issued by the authorities as above along with their Technical bids.

1.2 All corrigenda, addenda, amendments, time extension, 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.

2.0 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.

3.0 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:



4.0 Online Bids should be submitted latest by 14:00 Hrs. (IST) (OIL's e procurement Portal Server Time) on the Bid Closing date of the e-tender. Tender will be opened on the same day at 15:00 Hrs. (IST) at the office of General Manager(C&P) in the presence of authorized representative of the bidders.

5.0 INTEGRITY PACT:

OIL shall be entering into an Integrity Pact with the bidders as per the format enclosed vide ANNEXURE-III of the tender document. Each page of this Integrity Pact Proforma has been duly signed by OIL's Competent Signatory. The Proforma has to be uploaded by the Bidder (along with the Technical Bid) duly signed by the same Signatory who sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

5.1 NAME OF INDEPENDENT EXTERNAL MONITOR:

Independent External Monitor (IEM) for OIL to oversee implementation of Integrity pact are:

1. SHRI RAJIV MATHUR, IPS (Retd.),
Former Director, IB, Govt. of India
E-mail Id : rajivmathur23[at]gmail[dot]com
2. SHRI SATYANANDA MISHRA, IAS(Retd.)
Former Chief Information Commissioner &
Ex-Secretary, DOPT, Govt. of India
E-mail Id : satyanandamishra[at]hotmail[dot]com
3. SHRI JAGMOHAN GARG,
Ex-Vigilance Commissioner, CVC
e-Mail id: jagmohan.garg@gmail.com

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

Mrs. Mousumi Deka, Deputy General Manager (IT)
OIL INDIA LIMITED
Sec – 16A, Film City, Noida-201301, U.P.
Mobile No. - +91-8800227398

7.0 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)

8.0 All addenda, Corrigenda, time extension etc. to the tender will be hosted on above website and e- portal only and no separate notification shall be issued in the press. Bidders should regularly visit above website and e-portal to keep themselves updated.

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)
Chief Manager Materials
e-mail: Anurag_g@oilindia.in
Mob: 9810486579

For Chief 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 Services (SECTION - IV)

e) Bidding Format (SECTION - V)

f) Bid Rejection Criteria /Bid Evaluation Criteria (BRC/BEC)-(SECTION - VI)

g) Public procurement policy for MSEs (Annexure-I)

h) General HSE Points (Annexure-II)

i) Integrity Pact Proforma (Annexure-III)

j) Statement of Non-Compliance (PROFORMA-I)

k) Bid Security Form (PORFORMA-II)

l) The Performance Security Form (PORFORMA- III)

m) Sample Form of Agreement (PROFORMA-IV)

n) Certificate of Annual Turnover and Net worth ((PORFORMA-V)

o) Letter of Authority for bid signing(PROFORMA-VI)

p) Commercial Checklist (PROFORMA-VII)

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 establishing Bidder's eligibility in accordance with the Bid Rejection Criteria (BRC) as per SECTION-VI
 - ii. If Bid Security is submitted in the form of Bank Guarantee/DD/Banker's cheque, a scanned copy of the Bid Security 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 Chief General Manager (Contracts & Purchase), NOIDA before Bid closing date and time.***
 - iii. Statement of Non- compliance as per PROFORMA-I
 - iv. Integrity Pact Proforma as per ANNEXURE-III
 - v. Rates as per the bidding format provided in SECTION – V
 - vi. Commercial Checklist as per PROFORMA-VI
 - vii. All other Document required as per PP Policy for MSEs, wherever applicable.

6.0 BID PRICE:

- 6.1 Prices should be quoted through OIL's e - Portal filled in Bidding Format provided in SECTION – V 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. Applicable GST and Cess, if any 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 of 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/ DD/banker's Cheque 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 **Chief General Manager (Contract & Purchase), Oil India Limited, Corporate Office, Plot No. 19, Sector-16A, Noida on or before 14:00Hrs** 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 Annexure-I 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 provided they submit valid registration certificate issued by any of above body.

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: ONLINE SUBMISSION

- 11.1 The Bid should be submitted online up to 14:00 Hrs. (IST) (Server Time) on the date as mentioned herein i.e., on the scheduled Bid Closing Date.
- 11.2 This tender is invited under SINGLE STAGE-COMPOSITE BID SYSTEM. The bidders are required to submit their both the “TECHNICAL” and “PRICE” bids through electronic form 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 e-portal.
- 11.3 All the Bids must be digitally signed using “Class-3” digital signature (encryption enabled) certificate with “Organizations Name” (e-commerce application) 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.

- In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate Class III [Organization] along with Encryption 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. Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD is not responsible.

Very Important

11.4 Bidders are requested to state their compliance/ non-compliance to each clause other than BRC as per PROFORMA –I. This should be a part of the bid.

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 or reservation. A materials deviation or reservation is one which effects in any substantial way the scope, quality or performance of work, or which limits in any substantial way, in consistent way with the bidding document, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidences.

14.7 The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

14.8 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.

14.9 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.

14.10 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 mentioned in the Covering Note (SECTION-I). The Contractor shall furnish performance security within 15 (fifteen) days from the date of receipt of LOA, in the form of Bank Guarantee (as per Format enclosed as PROFORMA-III) issued from a Bank located in India. Performance Security can also be deposited through OIL's online gateway within specified date.

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 "**Annual Maintenance Contract for PCs & Printers installed in OIL's operating areas in NCR.**" 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 OIL's corporate office at OIL House, Plot No-19, Sector-16A, Noida and E&D Directorate at 5th Floor, NBCC Center, Okhla Phase-I, New Delhi-110020.
- 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-III of the tender w. e. f. 21.12.2018.

3.2 Duration of this Contract shall be for a period of 3(three) years.

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 as per the actual number of items maintained by the contractor and actual overtime (if any) during the billing period.

7.2 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.

7.3 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.

7.4 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:

9.1 In case the contractor fails to repair any PC or Printer maintained under this AMC within 24 (twenty four) hours from the time of reporting the breakdown, or provide a permanent replacement as per the provision of this AMC, a penalty of Rs. 200/- per day per system will be levied.

9.2 In case of a technician placed by the contractor under this AMC remains absent from work, no payment will be made to the contractor against the technician for the period for which the technician is absent. Additionally, a penalty of Rs. 300/- per technician per day of absence will be levied.

9.3 However, the maximum penalty amount during the billing period shall not exceed 15% of the total contract value.

10.0 INDIRECT TAXES / GST & DIRECT TAXES

10.1 For the purposes of levy and imposition of GST, the expressions shall have the following meanings:

For the purposes of levy and imposition of GST, the expressions shall have the following meanings:

(a) GST - means any tax imposed on the supply of goods and/or services under GST Law.

(b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.

(c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.

10.2 Bidders are required to provide separately the rate and amount of GST and Cess, if any. In case, the quoted information related to various taxes subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the GST/ Cess, if the finally assessed amount is on the higher side and OIL will have right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract / agreement then the bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting /IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

10.3 Offers without giving any of the details of the taxes as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without

specifying the rates or amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order will be binding on the bidder.

- 10.4 Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
- 10.5 Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and / or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
- 10.6 In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold / recover such disputed amount from the pending payments of the bidders.
- 10.7 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 10.8 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.
- 10.9 Tax levied as per the provisions of tax rules on income derived under this contract will be to Contractor's account.
- 10.10 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.
- 10.11 Contractor shall be responsible for and pay the personal taxes, if any, for all the personnel deployed.

10.12 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.

10.13 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.

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

10.15 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.

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 company 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, 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.

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
- 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 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.

22.0 FORCE MAJEURE:

- 22.1 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.
- 22.2 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.
- 22.3 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.

23.0 TERMINATION:

23.1 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.

23.2 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.

23.3 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.

23.4 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.

23.5 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.

23.6 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.

23.7 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.

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

23.9 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.

24.0 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).

25.0 ARBITRATION:

25.1 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.

25.2 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.

25.3 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.

26.0 MISCELLANEOUS PROVISIONS

26.1 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.

26.2 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)

SECTION –IV

SCOPE OF SERVICES

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

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

1.0 SCOPE OF WORK

1.1 The Annual Maintenance Contract for PCs and Printers shall include both preventive and corrective maintenance of both Software and Hardware related to PCs and printers and its connected accessories. The details of PC and Printer categories to be maintained under the proposed AMC along with the minimum nos. and maximum nos. against each category are detailed in Annexure – A. The configuration of CPU, RAM and accessories are machine dependent and are not uniform. Also, the operating systems of PCs are machine dependent and are not uniform.

1.2 The minimum quantity indicated in Annexure-A against each category is the assured quantity to be offered for maintenance to the successful bidder under this AMC. During the Contractual term, OIL shall have the right to increase the quantity of any of the items mentioned in Annexure-A at the same unit rate on pro-rata basis, as per the same terms and conditions of the contract(upto the limit of maximum quantity stated in Annexure-A). Payment against added items will be paid on monthly pro-rata basis for full month and daily basis for any part period thereof, with effect from the date of inclusion of the item under the contract till the time the particular PC or Printer is maintained under this contract. OIL will also have the right to reduce the quantity of any item mentioned in Annexure-A (up to the limit of minimum quantity mentioned in Annexure-A), during the term of contract.

1.3 The Contractor shall provide necessary tools and equipment for execution of jobs under this AMC.

1.4 The Scope of Work under this AMC shall include supply and installation of all spares including monitor, hard Disk, CD/DVD Drive, keyboard, Mouse, multi-media kit, SMPS, external power supply unit, interface card, network interface, power cable, print head etc. required for maintaining the PCs and Printers covered under the AMC and at the cost of the contractor.

1.5 All spares to be used for maintaining the systems have to be new and from the OEM of the system being maintained.

1.6 If the contractor at any time during the contract period claims a system to be beyond repair due to obsolescence, the contractor has to submit an end-of support declaration document from OEM of the system in support of his claim. If such a claim is validated, OIL's IT department may allow use of second hand / third party spares for maintenance of such system, or may bring the system out of purview of this contract.

1.7 No cannibalization of any system under maintenance of this contract will be permitted to carry out the maintenance services.

1.8 Any defective hard disk replaced by the contractor will remain property of OIL for Data security purpose. After replacement, the contractor has to deposit the defective hard disk to OIL's authorized representative.

1.9 The contractor shall carry out acceptance tests of all the PCs and Printers to be maintained under this AMC, before the start of this contract and whenever any additional PCs and Printers are brought within the scope of this contract during the contract period. The acceptance test shall be in the presence of authorized representative of OIL. Any PC or Printer found defective during the acceptance test, will have to be brought to the notice of authorized representative of OIL on a day-to-day basis. An estimate for repair of such PCs and Printers (including cost of spares) has to be submitted by the contractor before its inclusion in the contract. The contractor shall be responsible for repair of such defective PCs and Printers at his quoted cost, if advised by OIL. However, OIL reserves the right to get the same repaired at competitive rates by any other contractor, at its own discretion.

1.10 The contractor shall have to place four (4) service engineers (Skilled category) at OIL's corporate office at OIL House, Plot No-19, Sector-16A, Noida and E&D Directorate at 5th Floor, NBCC Center, Okhla Phase-I, New Delhi-110020 for maintaining the PCs and Printers under this contract. The Service engineers shall have to be present at OIL's corporate office at OIL House, Plot No.19, Sector-16A, NOIDA from 9:30am to 5:30 pm, from Monday to Saturday, except on national holidays.

1.11 The contractor has to submit personal details of his service engineers including one passport size photograph, present address, permanent address, contact phone and mobile no. etc.

1.12 The service engineers must have minimum qualification 10+2 along with one year diploma course in computer and two year experience on maintenance of PCs, Printers (Mono Laserjet, Color Laserjet and Inkjet Printers), Scanners, etc. Documentary evidence of experience of the service engineers shall have to be submitted to OIL prior to their placement. The document submitted is subject to acceptance by OIL.

1.13 The Bio-data of the service engineers to be posted against this AMC shall have to be submitted to OIL before the start of contract. Placement of the service engineers will be subject to acceptance of their bio-data by OIL. OIL will have the right to ask for replacement of the service engineers anytime during the contract period, if a service engineers service/conduct is found unsuitable / unsatisfactory to carry out the maintenance services.

1.14 The contractor shall submit a weekly progress report on various maintenance jobs carried out during the week along with status of pending jobs to OIL.

1.15 OIL will have quarterly meeting with the contractor to discuss any issues related to this AMC. However, if found necessary, OIL may request the contractor to attend review meeting as and when necessary and the contractor shall have to attend the same.

1.16 The manner and speed of execution, maintenance operations under this AMC are to be conducted in a manner to the satisfaction of the company's representative.

1.17 Any PC, Printer or accessory within the scope of this AMC sent out of the premises of OIL by the contractor for the purpose of repair should be with due permission from authorized personnel of OIL and should be returned back to OIL, duly repaired, within a maximum period of 15 days, failing which, the contractor has to provide a permanent replacement for the same with similar or higher configuration.

1.18 The hard disk of any PC under maintenance of this AMC and taken out of OIL's premises for repair by the contractor, with due permission from OIL shall be removed from the PC before taking it out of OIL. This is for data security purpose.

1.19 Preventive maintenance jobs to be carried out as part of this AMC:

- i. Routine cleaning of PCs and Printers.
- ii. Configuration setup of -PCs and Printers
- iii. Installation of Antivirus Software and checking for its regular updates. However, the antivirus software shall be provided by OIL.
- iv. Installation of Printer Drivers, whenever required. The driver software shall be provided by OIL.
- v. Installation of any software, with due permission from IT Department, OIL. The software shall be provided by OIL.

1.20 Corrective maintenance jobs to be carried out as part of this AMC:

- i. Any hardware malfunction of PCs and Printers along with accessories like Monitor, Keyboard, Mouse, hard disk, CD/ DVD Drive, Power supply unit, Network , external power adapter, interface , power cabling, print head etc.
- ii. Any operating system (OS) malfunctions of PCs. If required, the contractor's personnel shall have to take back-up of the PCs hard disk and re-install the OS. After re-installing the OS, the back-up shall have to be restored back.
- iii. Formatting of hard disk, if necessary. Before formatting the hard disk, contractor's personnel shall have to take back-up of the same and shall have to restore the same after formatting of the disk is completed. The loading and configuring of the existing software after formatting or change of Hard disk has to be done by the contractor. However, the CD media for the Software will be provided by OIL.
- iv. Any virus related issue.

- v. Supply and replacement of Monitor, hard Disk, CD/DVD Drive, keyboard, Mouse, Multimedia kit, SMPS, external power supply unit, interface , network interface, power cable, print head etc. as and when required.
- vi. Replacement of Print Cartridges as and when required. Print cartridges shall be supplied by OIL.
- vii. Malfunction of PCs Network, network configuration and issues related to Network Patch Cable.
- viii. Attending OS configuration related issues of PCs.
 - ix. Attending Printer Configuration related issues.
 - x. Configuring E-mail clients and e-mail related issues.
 - xi. Configuration of Internet Browser.
 - xii. Attending configuration issues related to MS Office, SAP GUI and other software installed in the PCs with due permission from OILs IT department.
- xiii. Any other corrective maintenance required for making the PCs and Printers to carry out normal operation.
- xiv. Necessary guidance, as and when necessary for installation of software and their configuration will be provided by IT engineers of OIL.
- xv. In case the contractor is unable to repair a PC or Printer maintained under this AMC within 24hrs form the time of reporting the breakdown, he/ she shall provide a replacement PC or Printer of similar type and configuration till the time the original PC or Printer is repaired. Service Engineers will also support for the Video Conference system and arranging for presentation & handling of Projectors. He has to execute any other IT related jobs assigned by IT department.

1.21 Service Engineers will also support for the Video Conference system and arranging for presentation & handling of Projectors. He has to execute any other IT related jobs assigned by IT department.

1.22 The contractor has to keep spares at site as mentioned in Annexure-B to minimize downtime of all the equipment. At the start of the contract, the spares as mentioned in Annexure -B of this document has to be submitted to OIL's IT department. Stock replenishment should be made from time to time before the stock level falls below 80% of the minimum spares to be stocked at site.

1.23 The contractor personnel have to sign a confidentiality agreement with OIL as per IT security policy of OIL. The contractor personnel have to sign a confidentiality agreement with OIL as per IT security policy of OIL.

2.0 SAFETY

2.1 The contractor shall take all measures necessary to protect the personnel, work and Facilities and shall observe safety rules & regulation of OIL.

2.2 The contractor shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and then immediately take the first emergency control steps conforming to good operation practice and safety regulation.

3.0 PROTECTION OF PROPERTY & EXISTING FACILITIES

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

4.0 PENALTY

4.1 In case the contractor fails to repair any PC or Printer maintained under this AMC within 24 (twenty four) hours from the time of reporting the breakdown, or provide a permanent replacement as per the provision of this AMC, a penalty of Rs. 200/- per day per system will be levied.

4.2 In case of a service engineer placed by the contractor under this AMC remains absent from work, no payment will be made to the contractor against the contractor for the period for which the service engineer is absent. Additionally, a penalty of Rs.300/- per service engineer per day of absence will be levied.

4.3 However, the maximum penalty amount during the billing period shall not exceed 15% of the total contract value.

5.0 OBLIGATIONS OF THE CONTRACTOR

5.1 Contractor will have to provide Mobile Telephone facilities to the technicians placed by him to facilitate immediate contact from OIL.

5.2 Contractor shall have to arrange transport facility to and from OIL's office at Noida/Okhla for the service engineers placed by him against this AMC.

5.3 Company will have the option to upgrade the Hard disk or Memory or OS of the PCs under this AMC, during the term of the contract. However, the contractor will have to maintain the upgraded Hard disk, Memory and OS, within the scope of the contract.

5.4 The quality of the replacement PCs/Printers/other items that may be provided by the contractor during the term of AMC, has to be equivalent or better or higher capacity than the replaced unit. The same has to be certified by representative of OIL's IT department, before replacement.

- 5.5 The Contractor will have to follow the preventive maintenance schedule for the PCs and Printers at least once in three months per PC / Printer/ Peripherals/ other items, strictly throughout the period of contract.
- 5.6 The Contractor will be responsible for any property of OIL sent by him/ her outside of OIL's premises for repair. Any loss or damage to such property has to be borne by the contractor.
- 5.7 Contractor will be responsible for timely submission of the field call reports for the calls attended by him in the format prescribed by OIL's IT department. The field call reports have to be duly signed by the respective users.
- 5.8 Contractor will have to maintain an attendance register at OIL's office for his service engineers placed against this AMC. The date and time of reporting of station engineer has to be logged on to the register, on all working days of OIL.

6.0 OBLIGATIONS OF COMPANY

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

7.0 PAYMENT TERM:

As per Para 7.0 under General Terms and Conditions (SECTION-III) of the tender

LIST OF COMPUTERS AND PERIPHERALS TO BE COVERED UNDER AMC

Sl.	Item Description	Minimum Quantity	Maximum Quantity
1	Computers	150	250
2	All-in-one PC (Apple Mac)	4	12
3	All-in-one PC	5	20
4	BW Laser Printers (A4 Size)	70	100
5	Multifunction Colour Laser Printers(A4 size)	10	20
6	Mono Multifunction printers (A4 size)	3	8
7	Color Inkjet Multifunction Printers (A4 size)	70	95
8	Inkjet printers(A 4 Size)	15	20
9	Scanners(A4 Size)	2	5

LIST OF SPARES TO BE STOCKED AT SITE

Sl. No.	Item Description	Minimum Quantity
I.	STANDBY SYSTEMS & PERIPHERALS All Items must be new of reputed MNC brands	
i.	Desktop Computers of Minimum i-7 processor,8 GB RAM,1TB Hard disk and 19" LED Monitor, Keyboard, optical Scroll Mouse with preloaded windows 10pro and MS office 2010 or higher Make: Dell / HP /LENOVO / ACER	2
ii.	Multi-function Printer (Inkjet/Deskjet) Printer Make: HP/ Samsung	1
iii.	Printer(Laser) Make: HP/Samsung	1
II.	DISK MEDIA/ SPARES All items must be new and of reputed MNC brands	
II.A	Hard Disk Drive – 1 TB	5
II.B	RAM DDR III or higher	5
II.C	Mother Board (As per models)	2
II.D	SMPS (As per Model)	5
II.E	Keyboard (branded as per model)	5
II.F	Mouse (branded as per model)	5
III.	MAINTENANCE TOOLS	
III.A	Digital Multimeter (per Engineer)	1
III.B	Basic Electronic tool kit for maintenance purpose (per engineer)	1set.

Note: All standby systems, disk media and hardware spares should be new and of reputed brands as mentioned above.

(END OF SECTION – IV)

SECTION –V

BIDDING FORMAT / SCHEDULE OF RATES

Item No.	Item Description	Unit	Qty.	Unit Rate (Rs.)	GST in %	SAC Code	Total Amount including GST (Rs.)
1	Computer	No.	9000				
2	All-in-One PC (Apple Mac)	No.	432				
3	All in One PC	No.	720				
4	BW Laser Printers (A4 Size)	No.	3600				
5	Colour Laser MF Printers (A4 size)	No.	720				
6	Mono Multifunction Printers (A4 Size)	No.	288				
7	Inkjet Printers (A4 Size)	No.	720				
8	Colour Inkjet MF printers (A4 Size)	No.	3420				
9	Scanners (A4 Size)	No.	180				
	Total Amount including GST (Rs.)						
	([Excluding minimum wages plus PF, ESI etc. for 4 (four) Service engineers (skilled labours) which will be paid extra by OIL for a period of 3 years]						
	Any other Tax (Indicate the Tax Rate @%) Rs.						
	Grand total Value including Taxes Rs.						
	([Excluding minimum wages plus PF, ESI etc. for four(4) Service engineers (skilled labours) which will be paid extra by OIL for a period of 3 years]						

Notes to Bidders:

- a) **Bidders are not required to quote for manpower cost against 4 (four) service engineers to be deployed against the Contract. Amount equivalent to minimum wages rates notified by the Ministry of Labours & Employment, Govt. of India from time to time plus other statutory payment like PF, ESI etc. along with GST applicable will be paid extra by Oil India Limited at the prevailing rate at the time of actual execution of the work.**
- b) **Total estimated Contract Value includes the amount quoted by successful bidder against the tender as per the bidding format and the estimated statutory payments (including minimum wages) to be made to the service engineers to be involved against the contract as per prevailing rules and regulation.**
- c) **Payment towards Statutory payments (including minimum wages) portion will be based on revisions made by Ministry of Labours & Employment, Govt. of India from time to time during the tenure of the Contract .**
- d) **For evaluation of the lowest bidder among the techno commercially acceptable parties “Grand Total Value including 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.**
- e) **Total contract value for the purpose of calculating Security amount for Performance will be total amount quoted by the bidder plus the amount payable by OIL as per point no. a) above [as per rate of Minimum wages plus PF & ESI applicable for skilled labour prevailing on the bid closing date].**
- f) **The price quoted above shall remain valid for 90 days from the bid closing date of the tender.**
- g) **The rates quoted against Item No.1, 2, 3,4,5,6,7,8 &9 shall remain firm during the entire tenure of the Contract.**
- h) **For materials and consumables please refer to Scope of Service under SECTION-IV.**
- i) **Contractor has to maintain daily attendance sheet for the manpower deployed by them and the same will be counter checked by authorized representative of OIL. For payment Contractor has to provide a copy of the attendance sheet along with their bill(s).**

END OF SECTION –V

SECTION –VI

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

1.0 BID EVALUATION CRITERIA:

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

1.2 Technical:

1.2.1 The bidder should have experience of at least one SIMILAR WORK of minimum value **Rs.14.2 Lakhs** in previous 7 (seven) years to be reckoned from the original bid closing date.

SIMILAR WORK means AMC for maintenance of at least 100 PCs along with peripherals.

Notes to BEC Clause 1.2.2 above:

- A.** For proof of work experience of similar work the following documents must be submitted along with the bid –
- (i) Photocopy of contract document or work order documents showing details of work.
- AND
- (ii) Certificate issued by the organization to which SIMILAR WORK was / is being rendered in previous 7 (seven) years reckoned from the original bid closing date, showing:
 - a. Gross value of the job done,
 - b. Nature of Job done, and
 - c. Time period covering the duration as per NIT.
- B.** If the prospective bidder is executing SIMILAR work which is still running and the contract value / quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory service execution certificate issued by end user.

- C. SIMILAR work executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

1.3 Financial:

1.3.1 Annual Financial Turnover of the bidder during any of preceding three financial / accounting years from the original bid closing date should be at least **Rs.8.52 Lakhs**

1.3.2 Net worth of bidder must be positive for preceding financial/ accounting year.

Notes to BEC Clause 1.3 above:

I. For proof of Annual Turnover & Net worth, any one of the following documents/ photocopies must be submitted along with the bid:-

(i) Audited Balance Sheet along with Profit & Loss account.

OR

(ii) A certificate issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in Proforma-V.

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

III. In case the bidder is a Central Govt. organization / PSU /State Govt. organization / Semi-State Govt. Organization or any other Central / State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidences for the same.

1.4 Bidders are required to quote for all the items as per Bidding Format (SECTION-V), otherwise the offer of the bidder will be straightway rejected. Offer should be inclusive of any Tax, Duty, etc., as applicable.

1.5 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

- 1.6 The bidders are advised not to offer any discount /rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any. Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- 1.7 Commercial evaluation of bids will be done on the basis of **Grand total value including Taxes** and contract will be awarded to the lowest bidder evaluated as per bidding format.
- 1.8 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.
- 1.8.1 Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.
- 1.8.2 When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.
- 1.9 Based on the evaluation of techno-commercially qualified bidders whose bids have been found to be substantially responsive, the job will be awarded to L-1 bidder. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.
- 1.10 In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.
- 1.11 **Purchase Preference to Micro and Small Enterprises (Public Procurement Policy for MSEs – Order 2012):** Preference to Micro and Small Enterprises will be given as per prevailing Government Guidelines as applicable on bid closing date.
- 1.11.1 In case participating MSE(s) 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.
- 1.11.2 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.
- 2.0 **BID REJECTION CRITERIA (BRC):**
- 2.1 Bidders shall offer firm price and not subject to variation on any account. Bids with adjustable price shall be treated as non-responsive and rejected.

- 2.2 Offers with inadequate validity will be rejected.
- 2.3 Bidders are required to quote for all the items as per Bidding Format (SECTION-V), otherwise the offer of the bidder will be straightway rejected. Offer should be inclusive of any Tax, Duty, etc., as applicable.
- 2.4 Bid Documents /User Id & Password for OIL's E-Tender portal are not transferable. Bid made by parties who have not been allowed to participate against the tender will be rejected.
- 2.5 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- 2.6 Offers received in any form, other than through OIL's e-portal will be rejected.
- 2.7 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.
- 2.8 **Integrity Pact:** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **Annexure-III** of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be submitted by the bidder along with the techno-commercial bid duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who signs the Bid.
- 2.9 Any offer containing false statement will be rejected.
- 2.10 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.
- 2.11 Offers received from unsolicited parties shall not be considered and rejected.
- 2.12 There must be no exception to the following Clauses including sub-clauses, as applicable; otherwise the Bid will be rejected.
- Performance Security Clause
 - Tax Liability Clause
 - Force Majeure Clause
 - Arbitration Clause
 - Liquidated Damage Clause
 - Termination Clause

3.0 GENERAL:

- 3.1** In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.
- 3.2** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the original submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 3.3** If any of the clauses covered under BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/ BRC shall prevail.
- 3.4** Bidder(s) must note that requisite information(s)/financial values etc. as required under BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- 3.5** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

END OF SECTION –VI

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 sub-contractor(s) shall be furnished by the successful bidder at the submission of invoice/ bill

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) MEASURES

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.
2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating

the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centres as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
17. To arrange daily tool box meeting and regular site safety meetings and maintain records.

18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
24. The contractor should prevent the frequent change of his contractual employees as far as practicable.
25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section: 1 -Commitments of the Principal

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

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

3. The Principal will exclude from the process all known prejudiced persons.

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

Section: 2 -Commitments of the Bidder/Contractor

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

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which h e/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

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

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

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

Section 4 -Compensation for Damages

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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

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

Section 5 -Previous transgression

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

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

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

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

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

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

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. **However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.**

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the

Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. **The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.**

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place.
Date .

STATEMENT OF NON-COMPLIANCE

(Only exceptions/deviations pertaining to the terms and conditions stipulated in this tender other than Bid Rejection Criteria, 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.

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted his bid dated (Date) _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, OIL House, Plot No19, Sector-16A, NOIDA (hereinafter called the Company)'s Tender No. _____.

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 their 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;
 - (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.

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
HEREFORE 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.

SAMPLE FORM OF CONTRACT

THIS AGGREEMENT is made on the day of..... 2018, 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:

PROFORMA-V

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURN OVER In INR (Rs.)	NET WORTH In INR (Rs.)

Place:

Date:

Seal:

Membership Number and Firm Registration Number :

Signature

COMMERCIAL CHECK LIST

THE CHECK LIST MUST BE COMPLETED AND RETURNED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE SELECT "Yes" OR "No" (WHEREVER APPLICABLE) TO THE FOLLOWING QUESTIONS, IN THE RIGHT HAND COLUMN.

Sl. No.	REQUIREMENT	COMPLIANCE
1.0	Whether Bidder is exempted from submission of Bid Security? (To provide details if exempted)	Yes/ No
2.0	If NO to 1.0 above, and Bid Security submitted in the form of Bank Guarantee(BG)/DD/Cashier Cheque, whether ORIGINAL bid security has been Sent separately? If YES, provide following details:	Yes/ No
	(a) Amount :	
	(b) Name of issuing Bank :	
	(c) Validity of Bid Security in the form of BG:	
3.0	For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not.	Yes/ No
4.0	Whether quoted offer validity of 90 days from the date of closing of tender?	Yes/ No
5.0	Whether all BRC/BEC clauses accepted?	Yes/ No
6.0	Whether prices submitted as per Bidding format?	Yes/ No
6.1	Whether Bidding format uploaded under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal?	Yes/ No
7.0	Whether confirmed acceptance of tender Payment Terms?	Yes/ No
8.0	Whether Integrity Pact Proforma uploaded with technical bid ?	Yes/No
9.0	Whether confirmed to submit PBG as asked for in NIT?	Yes/ No
10.0	Whether agreed to submit Performance Security / Security Deposit within 15 days of the issue of Letter of Award/order?	Yes/ No

COMMERCIAL CHECK LIST

Sl. No.	REQUIREMENT	COMPLIANCE
11.0	Whether quoted as per NIT (without any deviations)?	Yes/ No
11.1	Whether quoted any deviation?	Yes/ No
11.2	Whether deviation separately highlighted?	Yes/ No

Offer ref Dated

LETTER OF AUTHORITY

TO
CGM (CONTRACTS& PURCHASE)
Oil India Limited
OIL House, Plot No.-19
Sector-16A
NOIDA

Sir,

Sub: OIL's Tender No.

We _____ confirm that Mr. _____ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender No. _____ for **Annual Maintenance Contract for PCs & Printers installed in OIL's operating areas in NCR.**

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To
Chief General Manager (C&P)
Oil India Limited
Plot No. 19, Sector-16 A,
Noida, U.P.

Sir,

Sub: OIL's TENDER No. CLI**P19**

I / We _____ confirm that Mr./ Ms. _____ (Name and address)
as authorised to represent us during bid opening on our behalf with you against Tender Invitation
No. **CLI****P19** for **Annual Maintenance Contract for PCs & Printers installed in OIL's
operating areas in NCR**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date:
