

Enquiry No.	OIL/62/07/Enq-421
Date	13.08.2009
Bid Closing Date	08.09.2009
Bid Closing Time	2.30 P.M.
Bid Opening Date	08.09.2009
Bid Opening Time	3.00 P.M.

LIMITED TENDER (enquiry issued to 5 (five) short listed parties)

Sirs,

- 1.0 Oil India Limited (OIL), a Govt. of India Enterprise, invites sealed quotations for providing the services of skilled /unskilled manpower services for various office related jobs for its office at Plot no.19, Sector 16-A, NOIDA and other areas as required . The detailed terms and conditions are given in Annexure-I. List of persons required are given in Annexure-II. Bid Evaluation criteria and price format are given in Annexure-III. OIL invites you to quote your most competitive rates for providing the said services as per the details provided in Annexure-I and II. The quoted rate should be inclusive of all taxes, duties and charges etc.
- 2.0 You may submit your most competitive offer in a sealed envelope super scribing the following details on the right hand top corner:

OIL's Enquiry No. _____
Bid closing date _____
Brief description of the job _____
Bidder's Name _____

- 3.0 Offers must be addressed to:
Senior Adviser(C&P)
Oil India Limited
Plot No. 19, Sector-16A,
NOIDA-201 301
- 3.1 The sealed envelope containing the offer must be delivered at the Office of Senior Adviser (C&P) at above address latest by 2.30 PM on the Bid Closing Date.
- 3.2 Bidders, in their own interest, are advised to drop their bids personally in the Tender Box placed at the Office of Senior Adviser (C&P) at the above address. Alternatively, they may send the same through Courier or by Post. OIL will not be responsible for any delay, wrong delivery or non-delivery of the bids.

- 3.3 In case of unscheduled holiday on the Bid Closing Date, the Bid Closing Date / time will get extended upto the next working day.
- 3.4 Offers or modifications to offers received after the Bid Closing time / date will not be considered. No unsolicited correspondence after submission of the offer will be taken into cognizance.
- 4.0 All entries in the offer must be made in English. The offered rate must be firm and shall be both in figures and words. Deviations/conditions, discounts if any, should be high-lighted. Offer should show the details of Taxes, Duties and other charges, if any. In absence of these details the quoted rates shall be considered as net price inclusive of all charges / expenses for completing the job in all respect at the required place / location.
- 5.0 **Validity:** Offers must be valid for acceptance for a minimum period of 60 (Sixty) days from the Bid Closing date.
- 6.0 Offers must conform in all respects to the terms & conditions of the Enquiry. Deviations, if any, must be clearly and specifically stated.
- 7.0 OIL reserves the right to reject any or all tenders or to accept any tender either in full or in part without assigning any reason whatsoever. OIL also reserves the right to accept more than one offer and to split the services amongst two or more Contractors.
- 8.0 By submitting a bid, a bidder will be deemed to have understood and satisfied himself the nature of service to be rendered and they have taken into account all conditions and difficulties that may be encountered during supply of the items.
- 9.0 **Duration of the rate Contract:** The initial duration of the Contract will be for a period of two year, which may be extended for a further period of one year at the same rate, terms and conditions. at the discretion of OIL.

10.0 **BID SECURITY & OTHER DOCUMENTS**

- 10.1 Bids must be accompanied by Bid Security for an amount of Rs.10,000.00(Rupees Ten Thousand only) and shall be in one of the following forms:
- i) A Bank Guarantee (as per format enclosed vide Annexure-III) from any scheduled Indian Bank with a validity of at least 5 (Five) months from the date of Bid Closing and shall be enforceable at New Delhi.
 - ii) A Cashier's Cheque payable to OIL INDIA LIMITED, New Delhi.
 - iii) A Bank Draft in favour of OIL INDIA LIMITED and payable at New Delhi.
- 10.2 Unsuccessful bidder's Bid Security will be returned soon after the finalization of this Enquiry.

- 10.3 Successful bidder's Bid Security will be returned after receipt of Performance Security from him / them.
- 10.4 Bid Security will not accrue any interest.

11.0 The Bid Security will be forfeited :

- i) If a bidder withdraws his bid during the period of validity of bid or
- ii) If the successful bidder fails to furnish the Performance Security / accept the Contract within 10(Ten) days of award of Contract.

12.0 Performance Security Deposit:

12.1 Successful bidder shall be required to furnish a Bank Guarantee towards Performance Security, for an amount equivalent to 10% of the total estimated Contract value. The Bank Guarantee shall have to be furnished within 10 (Ten) days from the date of receipt of the notification of award of Contract, failing which the award of Contract may be cancelled. The Bank Guarantee issued by any Nationalised Bank should be kept valid for one more month than the validity of the Contract and extensions thereto.

12.2 The Bank Guarantee will be discharged after successful completion of the Contract and subsequent extensions if any. In the event of default in the execution of the Contract by the Contractor as per the terms and conditions of the Contract, the Bank Guarantee will invoked either in part or in full.

12.3 The proceeds of the Performance Security shall be payable to Oil India Limited as compensation for any loss resulting from the Contractor's failure to complete his obligations under the Contract.

13.0 **Penalty** : In the event the contractor fails to perform the duties in the manner as desired and or does not comply with the contract provisions and terms and conditions, OIL shall have the right to deduct such amount deemed feel appropriate as penalty. The amount of such deductions will be on pro-rata basis of the value of the contract. The decision of OIL in this regard will be final and binding on the contractor.

15.0 **Termination** : OIL reserves the right to terminate the contract , with one months written notice without assigning any reasons whatsoever. The contractor will however be paid for the period of services rendered before termination.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(A K Khatoniari)

Encl: As above

Sr.Manager (Contracts)
for Senior Adviser (C & P)
for Chairman & Managing Director

Annexure-I

Terms & Conditions

SCOPE OF SERVICES:

- 1.1 The contractor shall provide qualified & suitable manpower for various jobs / services as outlined in Annexure-II. The quantum of job requirement may vary and accordingly contractor may be called upon to increase / decrease the manpower by giving 15 days notice.
- 1.2 The service charge quoted by contractor will remain same during the contract period. Revision of rate will not be considered in any case and under any circumstances.
- 1.3 Contractor will be responsible for making monthly payment to the work force provided by you, on or before 7th of every month without fail in presence of OIL's authorized representative. In case of any lapse on their part or on part of the work force deployed by contractor, he will be held exclusively and directly responsible. Over time will be paid on actual basis depending upon the requirement,
- 1.4 The evaluation of the bid will be as per Bid Evaluation criteria attached vide Annexure-III.

2 INVOICING AND PAYMENT

- a. The Contractor shall invoice for the services actually rendered on calendar month basis.
- b. OIL shall, within 30 days of the receipt of the Contractor's invoices, shall make payment of the undisputed invoice.

3 CONTRACTOR'S RESPONSIBILITIES

- 3.1 The contractor will ensure to comply with legal provisions related to this Contract of Contingent Services. In case of misconduct etc, and report against any of the personnel, such personnel should immediately be replaced by deploying another personnel on same terms & conditions. Such personnel will not be deployed in OIL again without written consent of the authorised officer or officer-in-charge.

3.2 The contractor will be held solely responsible for any kind of loss/damages done to fittings, fixtures and equipment etc. by any of the member of work force so deployed, and contractor shall make good the loss/damage, either by replacement or by adequate compensation.

3.3 In case any of the personnel is absent and / or is on leave for more than 10 days, the contractor will provide replacement. Such arrangement must be planned in advance.

3.4 The work force deployed by the contractor will exclusively be on contractor's pay roll. The contractor will be responsible for making monthly payment to this work force on or before 7th of every month and in case of any lapse the contractor will be exclusively and directly responsible.

3.5 The contractor will be exclusively responsible for the proper behavior of the work force provided by the contractor. The contractor will also be bound to prohibit and prevent the work force from taking part in any direct or indirect association with a person or persons engaged in any antisocial activities, demonstrations, riots of agitation, which may in any way be detrimental or prejudicial to the occupants of land / properties in the neighborhood. Therefore, the contractor have to keep OIL and its employees etc, harmless and indemnified from any consequential claims, actions, suits, proceedings, losses or damages on any ground whatsoever.

4 CONTRACTOR'S OBLIGATIONS.

4.1 The contractor, if so required, shall obtain requisite license at his cost from the appropriate licensing authority for executing this contract work and submit copy of such license to OIL. The Contractor shall also observe the rules & regulations framed under the contract Labour (Regulations & Abolition) Act. The Contractor employing 20 (twenty) or more number of workmen on any day of the preceding 12 months required to obtain requisite license at his cost from the appropriate licensing office/ Officers before undertaking any contract work under that Contractor Labour Regulation & Abolition Act. 1970.

4.2 The Contract hereby undertake to indemnify OIL against all claims which may arise under the noted acts:

- a) The Shops and Establishment Act.
- b) The workman's compensation Act.
- c) The payment of Wages Act.
- d) The Contract labour (Regulation and Abolition) Act. 1970 and the rules framed there under.
- e) Family Pension Scheme.
- f) Inter-state Migrant Workmen (Regulation of employment and condition of Service) Act, 1979.

- 4.3 The Contractor shall disburse payment to his personnel as per the wages and allowances fixed by company from time to time on or before 7th of each corresponding month for the work rendered during the previous month, irrespective of receipt of payment from OIL or not. The disbursement of payment will be in presence of OIL's representative at the work site i.e. OIL's office premises at Plot No.19, Sector 16-A, NOIDA during the office hours.
- 4.4 The Contractor shall ensure strict compliance with provisions of various laws mentioned in para (4.1) above.
- 4.5 The Contractor shall provide, as and when required by OIL, the records/ documents to OIL for its verification of disbursement made for services rendered.
- 4.6 Contractor should submit documentary evidence as and when called for with regard to deposit of Provident Funds in respect of personnel deployed against this contract as per provisions of Employees Provident Fund Act.
- 4.7 Contractor should deposit service tax regularly and submit the receipt of the same to OIL for verification.
- 4.8 Contractor shall submit any other documentary evidence as & when called by OIL in connection with this Contract.
- 4.9 The Contractor shall arrange ESI coverage in respect of personnel deployed under this contract.

5 OIL's RESPONSIBILITY / RIGHT

The liability of OIL will be limited only to the payment of amount for providing the required services.

6 DURATION OF THE CONTRACT

The contract will be effective for two years from the date of commencement of contract with the option to extend the same for further period of another one year at the same rates, terms and conditions.

7 TERMINATION

7.1 In case the services are found to be unsatisfactory (of which OIL shall be sole judge) or in case of non-compliance with the contractual obligations by the Contractor under this contract, OIL shall reserves the right to terminate this contract, wholly or partially, with 7 days notice in writing & the Contractor shall not be entitled to any damage or compensation on account of such termination or otherwise from any cause arising whatsoever. In other case OIL reserve the right to terminate this contract at any time giving 30 days prior notice. OIL's decision in this regard shall be final and binding on the contractor.

7.2 On termination of the contract the payment of dues shall be made within 30 days from the date of receipt of invoice for the services actually rendered.

7.3 This agreement shall stand terminated on expiry of duration of the Contract, even if notice is not served by OIL.

8 TAXES/LEVIES

8.1 Income tax, if any, as per provisions of the income tax Act 1961 and as amended from time to time, shall be on Contractor's account and shall be deducted from Contractor's monthly bill.

8.2 Any statutory new tax (other than the one prevalent on the date of tender opening) levied during the contractual period will be reimbursed by OIL subject to furnishing of documentary proof of payment of such taxes.

9 OTHER TERMS AND CONDITIONS

The Contractor must maintain an office at Noida/Delhi with telephone facility and nominate a contact person who shall be available immediately for complying with any emergency.

10 PENALTY

Contractor has to make payment by 7th or within 3 days of receipt of attendance whichever ever is later.

i) In case contractor fails to make payment as above, deduction of 1% in service charge of the month will be made.

ii) In case contractor does not give replacement for persons on leave as per article 4 or replace person whom OIL has asked for bad performance, the deduction of upto 3% of service charge for the monthly bill can be made.

11 WITHHOLDING OF PAYMENT

OIL may withhold the whole or any part of the amount due to contractor on account of subsequently discovered evidence in order to protect OIL from loss on account of:

- 11.1.1 For non-completion of contracted work to OIL's satisfaction.
- 11.1.2 Contractor's indebtedness arising out of execution of the Contract.
- 11.1.3 Failure of the Contractor to pay or provide for the payment of salaries/ wages, P.F. contributions, taxes or enforced savings withheld from wages etc.
- 11.1.4 All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- 11.1.5 Any failure by the Contractor to fully reimburse OIL under of indemnification provisions of this Contract. If, during the process of the work Contractor shall allow any indebtedness to accrue of which OIL may be primarily or contingently liable or ultimately responsible and contractor shall, within five days after demand is made by OIL, fail to pay and discharge such indebtedness, then OIL may during the period for which indebtedness shall remain unpaid, with-hold from the amounts due to Contractor's a sum equal to the amount such unpaid indebtedness. When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-hold.

Withholding 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 OIL in the event of Contractor's failure to adhere to such laws.

12 ARBITRATION:

In the event of any disagreement/dispute arising in connection with execution of the contract which cannot be settled in an amicable manner between OIL and the contractor, the matter shall be referred to Arbitration. Such Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended from time to time. The venue of such Arbitration will be at Delhi/NOIDA.

13 JURISDICTION

The job order shall be subject to the exclusive jurisdiction of the courts at Delhi / New Delhi. The Contractor shall be responsible to pay on account of ESI, PF and any other statutory payment as applicable from time to time to the employees engaged by him for such services.

14 NOTICES & ADDRESS

All notices & instructions given by either party shall be in writing. For all correspondence, the address given by the contractor will be treated as correct address for sending any communication unless otherwise any change in the given address is intimated by the contractor in writing to OIL.

Annexure-II

List of persons required are as under

Sr. No.	Category	Type of Services	No. of persons
1	Skilled	Driver	10
2	Skilled	Electrician	1
3	Skilled	GH/HH attendant	3
4	Unskilled	Office attendant etc.	13
	TOTAL		27

Estimated yearly payment Rs. 6,13,724.00 per year

Note:

Rates to the above persons for the services will be intimated at the time of award of contract.

BID EVALUATION CRITERIA AND PRICE FORMAT**TECHNICAL**

Sr. No.	DETAILS	Tick YES or NO
1.	Whether Income Tax certificate enclosed.	YES/NO
2.	Whether registered with employee Providend Fund and ESI.	YES/NO
3.	Whether copy of EPF registration certificate enclosed.	YES/NO
4.	Whether copy of ESI registration certificate enclosed.	YES/NO
5.	Whether the demand draft of Earnest money enclosed.	YES/NO
6.	Whether all the terms and condition of the tender are acceptable.	YES/NO

COMMERCIAL

Rate of Service charge to be paid ----- %

Note:

The rate of Service charge should be inclusive of all taxes (work contract tax and Service Tax etc.) as per Govt. rules. Income Tax shall be deducted at source as per rules and TDS will be issued.