



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

Rajasthan Project
12 Old Residency Road,
Jodhpur
Rajasthan, India.
Phone -0291-2438174
Fax: 0291-2431689
Email: mat_rp@oilindia.in

M/s _____

Document No.....

Sub. : Hiring of Services of Ex-Servicemen for deployment in various installations/offices of Oil India Limited in Rajasthan

TENDER NO.: JCO3562P12

Dear Sirs,

Rajasthan Project of OIL INDIA LIMITED (OIL), a Govt of India Enterprise, is engaged in Exploration & Production of Natural Gas from Jaisalmer basin and Heavy Oil/Bitumen/ from Bikaner-Nagaur Basin of western Rajasthan, India.

In connection with safety and security of Company's various installations including office premises in Rajasthan, OIL invites competitive sealed bids from eligible bidders under single stage composite bidding system (technical and commercial bids together) for deployment of suitable ex-service men on round the clock (three shifts of 8 hourly) basis, for a period of two (2) years. Detailed Tender document is enclosed.

We now look forward to receiving your valued offer for the above requirement in time.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(S.K.GOGOI)
CHIEF MANAGER (M&C) i/c
FOR GROUP GENERAL MANAGER (RP)

Encl: a/a

Scope of Work and General Terms and Conditions

SERVICES OF EX-SERVICE MEN

- 1.0 OIL INDIA LIMITED (Rajasthan Project) invites sealed bids from eligible bidders for deployment of maximum up to forty (40) SECURITY GUARDS (**Ex-Servicemen only**) to man various installations/premises of the Company in Rajasthan from time to time as required.
- i) Tender No. & Date : JCO3562P12 dated 26.09.2011
- ii) Tender Fee : ₹ 2000.00 (Non-refundable)
[PSUs and SSI units registered with NSIC/SME are exempted]
- iii) Type of Bidding : Single Stage Composite Bid System
- iv) Bid Closing Date & Time : 08.11.2011 (15:00 Hrs. IST)
- v) Bid Opening Date & Time : 08.11.2011 (15:15 hrs. IST)
- vi) Bid Submission Place : OIL INDIA LIMITED
12, Old Residency Road
Jodhpur-342 011, Rajasthan
- vii) Bid Opening Place : Office of Chief Manager (M&C)
OIL INDIA LIMITED, Jodhpur
- viii) Security Deposit : 7.5% of the Contract cost (non-interest bearing)
- 2.0 Payment for above **Tender Fee** has to be made through crossed Demand Draft/ Banker's Cheque (A/C Payee) drawn in favour of Oil India Limited payable at Jodhpur, Rajasthan.
- 3.0 **Earnest Money:** An Earnest money of ₹ **1,91,000.00** (Rupees one lakh and ninety one thousand) only is payable by enclosing a **DD/ Bank Guarantee** as per **Annexure-I** from a Nationalised Bank or a payable at Jodhpur with the Tender. The bid received without earnest money will be rejected. The EMD will not accrue any interest during its period of validity or extended validity.
- 3.1 The Earnest Money of unsuccessful bidders will be discharged and/or returned within 30 days of expiry of bid validity.
- 3.2 Successful bidder's earnest money will be discharged upon the bidder's signing of the contract and furnishing the Security Deposit.
- 3.3 The Earnest Money will be forfeited:
- a) if any bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the bidder on the tender document,
or

b) if successful bidder fails :

to sign the contract within reasonable time and within the period of bid validity, and/or, to furnish Security Deposit.

- 3.4 In case, any such Earnest Money in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders.
- 3.5 Public Sector Undertakings and Small Scale Units registered with NSIC/Directorate of Industries are exempted from submitting bid securities against this tender, subject to furnishing valid certificates.
- 4.0 Offer should be valid for acceptance for a minimum period of 120 days from the bid closing date.
- 5.0 The period of the contract shall be for a period of two (2) years.
- 6.0 The General Terms and Condition of the Tender, Schedule of Services/Rates, Special Terms and Condition for Offering your rates and Special Conditions of the tender are furnished herewith as under-
- i) Part-I : Scope of Work and General Terms and Conditions
 - ii) Part-II : Price Schedule/Payment Terms
 - iii) Part-III : Bid Rejection Criteria(BRC)/Bid Evaluation Criteria(BEC)
 - iv) Part-IV : Submission of Bids
- 7.0 The bidders are to submit the bids by duly filling in the rates in PART-II and submitting the 4 (four) parts viz. PART – I, II, III & IV enclosed herewith by signing each page with Official Stamp as token of acceptance of the terms conditions in the event of award of contract to them. The rates quoted in PART-II by the bidder along with PART-I, III & IV should be sealed in an envelope and submitted before the Bid Closing Date & Time. The rates should be written both in figures & in words and the same will have to be signed by the bidder on each page of the Bid document. In case of any discrepancy between the words & the figures, the rates quoted in words will be considered as final.
- 7.1 No. overwriting shall be allowed. All corrections must be initialed properly.
- 7.2 The quoted rates shall be inclusive of all types of Central and Sate Govt. Taxes including service taxes etc.
- 8.0 The bidder must be a registered firm/society registered with Sainik Kalyan Vibhag of Rajasthan Government for providing Services of Ex-Service Men (ESM) to various organizations. Apart from this, the firm/society should also possess following licenses issued by the relevant statutory authorities.
- i) Registration Certificate of the firm/society.
 - ii) Certificate of Registration of ESI.
 - iii) Certificate of Registration of PF.
 - iv) Certificate of Registration of Service Tax.
- 9.0 A copy each of valid registration certificate as above must be submitted in support of their Bids, failing which the offer will be rejected.

- 10.0 The bidders must have their Head Office either in the district of Bikaner, Jodhpur or Jaisalmer with telephone/fax/e-mail facilities and can attend call/complaint of the Company within shortest possible time during the execution of contract.
- 11.0 The successful bidder will have to deploy requisite number of Ex-Service Men (ESM) on advice from OIL, as and when required basis and the payment shall be made by the Company strictly as per actual deployment.
- 12.0 The successful bidder is required to provide Ex-Service Men (ESM) along with their Fitness Certificates by Authorized Govt. Medical Practitioner and these men must possess good physical health and sound mental conditions & character. The personnel to be deployed must be well versed in safety and security aspects and should be capable of reading and writing at least in Hindi.
- 13.0 As per the Company's existing set up, Ex-Service Men are being deployed at installations/premises located at (a) Jodhpur (b) Tanot Village in Jaisalmer district (c) Hamira Stores Complex in Jaisalmer district (d) Baghewala Heavy Oil Project and Well Head Set-ups near Bikampur in Jaisalmer district. The successful bidder will have to maintain the existing set up, and also to deploy additional personnel as may be called for by the Company to strengthen the present installations or to cover any forthcoming installations in Rajasthan during the currency of the contract. Like wise, any of these existing set up may also cease to exist, as and when decided by the Company.
- 14.0 The Security Guards are required to safeguard and protect Men, Machinery, Materials and Property of the Company at its respective locations. They shall check all incoming bonafide employees to ensure that no unauthorized person manages to enter the Company premises. They will also check all incoming vehicles at any time to ensure no material of any nature is brought in or taken out of the Company's premises without proper records/documents. They will ensure that no materials of suspicious nature i.e., fire arms, ammunitions or explosive is brought in to the Company's premises or working place without permission. Proper IN/OUT Register will be maintained at the Gate by the Security Guards and shall be produced for verification by the Company's Security-In-Charge from time to time.
- 15.0 The Ex-Service Men are required to be deployed in either three shifts (8 hourly) basis or in single shift (8 hourly) on all seven days of the week throughout the contractual period including Sundays and Holidays as per the Company's requirement. However, in case of emergency/exigency, shift hours may be changed from 8 hours to 12 hours and payment will be made on pro-rata basis accordingly. The Security Personnel should not leave or desert the working place without being properly relieved.
- 16.0 Every Ex-Service Man (ESM) will be entitled for one paid OFF after completion of 48 hours of normal duty. In case of exigent situation, if it will not be possible to provide one OFF to the individual Ex-Service Man (ESM), he will be entitled for one day compensatory OFF in lieu. Under such situation, suitable replacement must be provided by the Service Provider on advice from the Company Representative.
- 17.0 The Ex-Service Men (ESM) will be entitled for three (3) National Holidays (26th January, 15th August and 2nd October) and two gazetted holidays in a calendar year. However, if situation, so arises, they will have to perform duty on National Holidays also and the Company will make payment in compensation for such work at the entitled rates on pro-rata basis.

- 18.0 The Service Provider will provide suitable replacement towards absenteeism etc. to ensure full staff at all time.
- 19.0 Any of the ESM deployed by the Service Provider whose work or conduct is found unsatisfactory to the Company, shall be replaced immediately. Also before engagement of Ex-service Men for duties under this contract, the Service Provider needs to take clearance from the Company's authorized representative. The decision of the authorized Company Officer in this regard will be final and binding on the Service Provider.
- 20.0 The Service Provider shall ensure that none of the Ex-Service Men (ESM) will become a member of any Union of employee of the Company.
- 21.0 The Ex-Service Men (ESM) to be deployed by the Service Provider shall neither be the employee of the Company for any reason or purpose nor have the right to claim employment from the Company on any ground whatsoever.
- 22.0 The Service Provider undertakes to comply with and discharge all obligations/liabilities under various Labour Laws like workmen's compensation Act/ESI/Employees PF Act/Payment of Wages Act/Contract Labour (Regulation and Abolition) Act/Minimum Wages Act etc. or modifications/amendments thereof. The Service Provider will keep the Company indemnified from consequences of violation of applicable laws, if any. All statutory compliances have to be documented and submitted to the Company.
- 23.0 The security and safety standing orders, if any, laid down by the Management of the Company will be strictly followed by the Ex-Service Men (ESM) deployed under this agreement.
- 24.0 The personnel to be deployed must be well versed with raising alarms, fire fighting and maintenance of proper records etc.
- 25.0 The Service Provider shall be providing at their own cost the requisite dresses/uniform including protecting clothes so that the security personnel remain presentable to the tune of and standard of services undertaken by them.
- 26.0 The Service Provider shall mobilize their personnel as necessary at short notice to undertake the assigned jobs at any time of the day or night.
- 27.0 **Liquidated Damage:** The service provider shall commence the supply of regular and continuous service at all places with required no of ex-servicemen as per this agreement on due date specified in the work order to be issued by CM (A&ER). The service provider shall supply and maintain the regular trouble free and proper service every day throughout the period as specified in the agreement and/or advised. Failure to commence the services or deployment of servicemen in the specified locations will attract liquidated damages @ of daily basic pay of the ex-service men subject to maximum of 7.5% of the total contract value.
- 28.0 The service provider shall provide competent ex-service men in most efficient and workmen like manner under his/her supervision. In case of failure in the part of the service provider to tender the service at any time, the Company reserves the right to obtain the services from any other agency at Service Provider's risk and cost. The difference of higher costs, if any, will be recovered from the service provider's outstanding bills or his/her security deposit.
- 29.0 The Service Provider is to abide by all safety regulations and fully indemnify the Company against any injury/loss of life of their personnel during execution of the agreement. The Company shall not be liable for any claim whatsoever on any such account

- 30.0 All service personnel to be deployed against this agreement must have proper Identity Cards with photographs duly attested by the Company's authorized Official.
- 31.0 In the event of force majeure situation, both parties will be entitled to terminate the contract. Notwithstanding force majeure situation, the Company also reserves the right to terminate the agreement at any time by giving 15 days written notice to the Service Provider.
- 32.0 In the event of any dispute arising out of or in connection with execution of services, which cannot be settled in an amicable manner between the parties, the matter shall be referred to Arbitration as per Indian Arbitration and Reconciliation Act, 1996 and as amended up to the date. The venue of any such arbitration will be Jodhpur.
- 33.0 Subsequent to opening of bids, if there is a change in or enactment of any Indian law, which results in additional cost or reduction under the contract to the Service Provider, such additional cost or reduction in cost shall be reimbursed/recovered by the Company, as the case may be.
- 34.0 The successful bidder shall make payment of Wages, HRA, other applicable allowances etc. to the Ex-Service Men (ESM) by A/C Payee Cheques. On submission of proof of payment to the Ex-Service Men (ESM) to their respective accounts, the payment for the subsequent month will be released by the Company to the Service Provider.
- 35.0 Any Ex-servicemen will not be deployed by the successful bidder on OIL's jobs on the following grounds:
- (a) On attaining the superannuation age.
 - (b) If the person is found medically unfit
 - (c) If the person is found guilty on disciplinary ground.
- 36.0 The Service Provider, along with their bills/invoice of every month shall submit all receipts towards payment of Service Tax, PF etc. deposited against the services provided during the previous month.
- 37.0 **Security Deposit:** The Service Provider, within one month of award of contract by Company, shall submit a security deposit to the Company amounting to Rs..... (@ 7.5% of contract value) only in the form of Bank Guarantee/FDR as per format provided in Annexure-II, issued in favour of OIL INDIA LIMITED from any scheduled Bank in India with validity up to one month beyond the date of expiry of the Contract. The security deposit will be returned to the Service Provider upon successful fulfillment of all contractual obligations of the Service Provider under the agreement. The Security Deposit will not accrue any interest from the Company. However, in case of default on the part of the Service Provider, the Security Deposit will automatically stand forfeited in full or in part and the Service Provider will have no claim on this account whatsoever.
- 38.0 The Service Provider and his staff shall abide by all the rules & regulations of the company, State Government and Government of India with regard to safety, security, discipline, health & sanitation etc.
- 39.0 **Extension of B.C.Date:** In the event of receipt of only a Single offer against the Tender within the Bid Closing date, Oil India Limited (OIL) reserve the right to extend the B.C. date as deemed fit by the Company (OIL). However, the bidders who have already submitted the bids on or before the original Bid Closing date shall not be permitted to revise their bid during the extended period.

- 40.0 **SET OFF CLAUSE:** "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 Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited)."
- 41.0 **Late Bids:** Any Bid received after the deadline for submission of bids prescribed by the Company shall be out-rightly rejected. No correspondence will be entertained regarding extension of Bid Closing date or delay in receipt of bids by Oil India Limited. Further more, Oil India Limited will not entertain any interim correspondence from the bidder after the Bid closing date regarding the status of the bid.
- 42.0 **Other Conditions:**
- 42.1 Employees of Oil India Limited are prohibited from quoting against this tender and also from getting others to quote on their behalf against this tender.
- 42.2 Any dispute arising out of this tender will be subject to the jurisdiction of the court of Jodhpur.
- 42.3 OIL reserves the right to accept or reject any offer without assigning any reason whatsoever. OIL's decision in this regard shall be final.
- 42.4 OIL reserves the right to refuse issue of tender documents to such parties, about whose competence OIL is not satisfied, even on payment of tender fee. Company's decision in this regard shall be final. OIL also reserves the right to reject any/all bids and cancel the tender without assigning any reason thereof.
- 43.0 General Health, Safety and Environment aspects will be as per the terms set forth in Appendix-A.

Schedule of Service/Rates**SERVICES OF SECURITY PERSONNEL**

- 1.0 Basic Wages and Other Allowances (PF, ESI, OSA & OT) to various categories of ex-servicemen will be paid as per rates fixed by Secretary, Ex-Servicemen's Welfare Society of Govt. of Rajasthan Sainik Kalyan Vibhag, which may be subject to revision from time to time and will be given effect from the date of revision. In addition, the Company will make payment for out station duty/residential duty allowances, in case of deployment on duty more than eight (8) Km. away from Jodhpur township. The rates (wages & other allowances) prevailing on the date of this tender are indicated below :

Srl. No.	Various Charges	UOM	Quantity	Rate per month (₹)	Total (₹)
1.	Basic Wages per personnel per month considering 8 hours shift per day	MON	960	5500.00	
2.	House Rent Allowance (Bidders to quote)	MON	960		
3.	Provident Fund	MON	960	1408.55	
4.	ESI for the persons to be deployed at Jodhpur	MON	360	261.25	
5.	Out Station Allowances per day per person	DAY	14600	30.00	
6.	Overtime	Hr	58400	22.60	
7.	Commission/Service Charges of the Service Provider per person per month (Bidders to quote)	MON	960		

NOTE:

- 1.0 Bidders are requested to quote their rates against Srl. No. 2(House Rent Allowance) and Srl. No. 7 (Commission /Service Charges) of the above table. The bids will be evaluated on the basis of overall ranking based on the rates quoted against Srl. No. 2 and Srl. No. 7.
- 2.0 The Service Charges/Commission for the service provider per person per month which will be quoted by the bidder, should not be less than 5% of the basic wage
- 3.0 The Ex-Service Men (ESM) who will be deployed on duty more than 8 Km. away from Jodhpur township will be paid out station allowances as shown in Srl. No. 5 above. In addition, they will also be paid up and down ordinary train/bus fare for their journey to reach the place of deployment.
- 4.0 In case of emergency/exigency, if shift hours is changed from 8 hours. to 12 hours, payment to the Ex-Service Men (ESM) so deployed will be made on pro-rata basis accordingly. The

security personnel should not leave or desert the working place without being properly relieved.

- 4.0 Payment to the Service Provider will be released by the Company against monthly bills/invoices to be submitted by the Service Provider in triplicate to CHIEF MANAGER (A&ER) of OIL (RP) at Jodhpur at the end of each calendar month. Payment will be released within one month of receipt of undisputed invoice after necessary deduction, if any.
- 4.1 Bidders should note that payment against the contract will be made by e-payment mode only. Therefore, the bidders must furnish the following along with their bids:
- a) Beneficiary's name,
 - b) Bank Account Title
 - c) Bank Account No.,
 - d) Bank Name, Bank Branch,
 - e) Bank Branch Code
 - f) IFSC Code
 - g) MICR Code
 - h) Bank Address
 - i) Copy of PAN Card
 - j) Cancelled Cheque
 - k) Copy of the latest Bank Statement
- 4.2 In case any bidder does not furnish the above information or furnishes incomplete information, payment will be delayed for which the Company will not be responsible.

Part-III

Bid Rejection Criteria (BRC)/Bid Evaluation Criteria (BEC)

SALIENT ELIGIBILITY CRITERIA : The bidder shall be a Regd. Society with Sainik Kalyan Vibhag, Govt. of Rajasthan and with their Head Office either in the district of Bikaner, Jodhpur or Jaisalmer. The bidder must have relevant experience (in PSUs /Central Govt. State Govt. Organizations) and financial capability. Documentary evidences /credentials in support of valid Registration and fulfilling the requirements as spelt out in the bid document must be submitted along with bid.

Interested bidders may purchase the complete set of tender document (non-transferable) from the concerned office on submission of application and a tender fee, which will be non-refundable.

Salient Features of Eligibility Criteria: BEC/BRC

A) BID REJECTION CRITERIA (BRC):

- 1.0 The bids shall conform generally to the terms and conditions given in the bidding documents. Notwithstanding the general conformity of the bid, the following requirement will have to be particularly met by the bidders without which the same will be considered non-responsive and rejected.
- 1.1 Basic Qualification: The bidder shall be a Regd. Society with Sainik Kalyan Vibhag, Govt. of Rajasthan and with their Head Office either in the district of Bikaner, Jodhpur or Jaisalmer, with valid credentials. If the validity of such Registration does not cover the entire proposed service period the party must give an undertaking to renew the same regularly in time till the completion of the contract. Documentary evidences in support of valid Registration and fulfilling the requirement as spelt out here must be submitted along with bid.
- 1.2 Experience: Bidder must have relevant experience in carrying out Security service with PSUs / Central Govt. /State Govt. Organization in last 7 (seven) years ending 30.09.2011. Bidder should have successfully executed similar works of value:
 - (i) Three similar completed works each costing not less than the amount equal to ₹38, 25,000.00.
or
 - (ii) Two similar completed works each costing not less than the amount equal to ₹ 47, 75,000.00.
or
 - (iii) One similar completed work costing not less than the amounts equal to ₹ 76, 50,000.00.
- 1.3 Financial Turnover: Average Annual financial turnover as per Audited Annual Reports for the last 3(Three) years, ending 31st March, 2011, should be at least ₹ 28, 65,000.00.
- 1.4 Bidder must submit all necessary documents related to experience and turnover in duplicate. However, the originals of these documents shall have to be produced by the bidder, as and when asked for.
- 1.5 Commission/Service Charges: The service charges (to be quoted) should not be less than 5% of the basic wage.

2.0 Documentary Evidence:

2.1 In case of contractors providing similar nature of service, copy of 'Certificate of Completion (COC)/ Work Orders / 'Service entry Sheet (SES)' of jobs successfully completed/running, showing gross value of job done to be submitted.

2.2 For proof of Annual turnover, any one of the following document/photocopy must be submitted along with the bid: -

- (i) A certificate issued by a practicing Chartered/ Cost Accountants Firm, with membership no. certifying the Annual Turnover and nature of business.
- (ii) Audited Balance Sheet and Profit and Loss account.

2.3 For proof of requisite Experience, any one of the following document/photocopy must be submitted along with the bid: -

Certificate issued by any other Public Sector Undertaking/ Govt. Department in last seven years ending last day of month previous to the one in which application is invited showing:

- a. Gross value of job done; and
- b. Nature of job done; and
- c. Time period covering the financial year(s) as per the NIT.

2.4 Bidder(s) must also furnish the followings.

- (i) NAME OF FIRM
- (ii) DETAIL POSTAL ADDRESS
- (iii) TELEPHONE NO.
- (iv) MOBILE NO.
- (v) E-MAIL
- (vi) FAX NO.
- (vii) CONTACT PERSON
- (viii) CONTACT PERSON'S CONTACT NO.
- (ix) TAX EXEMPTION CERTIFICATE NO. (Attested copy required)
- (x) CST REGD.NO. (Attested copy required)
- (xi) LOCAL SALE TAX REGD.NO. (Attested copy required)
- (xii) PAN NO. (Attested copy required)
- (xiii) VAT REGD, NO. (Attested copy required)
- (xiv) BANK ACCOUNT NO.
- (xv) BANK ACCOUNT TYPE.
- (xvi) BANK NAME
- (xvii) BANK ADDRESS
- (xviii) SERVICE TAX REGD.NO. (Attested copy required)
- (xix) P.F.CODE NO. (Attested copy required)
(Or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them. In case the P.F. is required to be deposited later on, the same will be deposited by the bidder (applicant).
- (xx) VENDOR NO. (IF AVAILABLE)

Note: Non- submission of the documents as specified in BRC above will result in rejection of bids.

3.0 COMMERCIAL:

- 3.1 Bidder shall furnish EMD as Bid Security along with Bid. Bid security shall be furnished in the form of Demand Draft/ Bank Guarantee from any Nationalised Bank favoring Oil India Ltd payable at Jodhpur as a part of the Bid in a separate sealed envelope. Any bid not accompanied by a proper bid security will be rejected.
- 3.2 Any bid received in the form of Telex / Cable /Fax /E-mail / Telephone call will not be accepted.
- 3.3 Bid shall be typed or written in indelible ink and original bid shall be signed by the Bidder or their authorized representative on all pages failing which the bid will be rejected.
- 3.4 Bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by Bidder, in which case such corrections shall be initialed by the person(s) signing the bid. Any bid not meeting this requirement shall be rejected.
- 3.5 Any bid containing false statement will be rejected.
- 3.6 Bidders must quote clearly and strictly in accordance with the price schedule of Bidding Documents, otherwise the bid will be rejected.
- 3.7 The Bid Documents are not transferable. Bids made by parties who have not purchased the Bid Documents from the Company will be rejected.
- 3.8 Any Bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.
- 3.9 Price quoted by the successful Bidder must be firm during the performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as nonresponsive and rejected.
- 3.10 The quoted price in the bid must be written clearly both in figures & words.
- 3.11 The quoted price in the bid shall include service tax and other applicable taxes/liabilities including State liabilities.

4.0 GENERAL:

- 4.1 In case, any of the clauses in the BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.
- 4.2 In case Bidder takes exception to any clause of Tender Document not covered under BEC/BRC, then the Company shall exercise its 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 the Company. The loading so done by the Company will be final and binding on the Bidders.
- 4.3 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 clarification fulfilling the BEC/BRC clauses must be received on or before the deadline given by the Company, failing which the offer will summarily rejected.

- 4.4 Any additional information/terms/ conditions furnished in sealed Price Bid will not be considered by Company for evaluation /award of contract.
- 4.5 The successful bidder /contractor shall undertake to indemnify the company against all claims which may arise under the under noted Acts during signing of the contract:
- (i) The Mines Act - 1952
 - (ii) The Minimum Wages Act 1948
 - (iii) The Workman's compensation Act 1923
 - (iv) The payment of wages Act 1963
 - (v) The payment of Bonus Act 1965
 - (vi) The Contract Labour (Regulation and Abolition) Act 1970 and the rules framed there under.
 - (vii) Employees Pension Scheme 1995.
 - (viii) Interstate Migrant (regulation of Employment and Condition of Service) Act 1979
 - (ix) The Employees Provident Fund and Miscellaneous Provisions Act 1952
 - (x) AGST Act/VAT
 - (xi) Service Tax Act

B) BID EVALUATION CRITERIA (BEC):

- 1.0 The bids conforming to the terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:
- 2.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items of Part-II (i.e. schedule of works, units, quantity, rates) of the tender.
- 3.0 OIL will not be responsible for delay, loss or non receipt of applications (for bidding documents) sent by mail and will not entertain any correspondence in this regard.
- 4.0 The bids will be evaluated on the basis of overall ranking based on rates quoted against Srl. No. 2 (House Rent Allowance) and Srl. No. 7 (Commission/Service Charges) of the table, Part-II.

SUBMISSION OF BIDS

SERVICES OF SECURITY PERSONNEL

- 1.0 **Submission of Bids** : The bidders are requested to submit their competitive bids in triplicate on or before the scheduled bid closing date & time to CHIEF MANAGER(M&C), OIL INDIA LIMITED, 12, OLD RESIDENCY ROAD, JODHPUR – 342 011, RAJASTHAN.
- 1.1 The original and each copy of the bid should be sealed in an envelope and the following must be clearly marked on the envelope containing bids:
- OIL's Tender No. : **TENDER NO.: JCO3562P12**
Bid Closing date & time : **08.11.2011(15:00 Hrs IST)**
Bidder's Name & address :
- 1.2 If the envelope is not sealed and marked as explained above, Company will not assume any responsibility for misplacement or premature opening of bids submitted. Any bid consequently opened prematurely will be rejected.
- 1.3 Timely delivery of bids is the responsibility of the bidder. Offers should be sent as far as possible by registered post. Company will not be responsible for any postal delay or loss.
- 1.4 Telex, fax or e-mail offers will not be accepted.
- 1.5 Any bid received by Company after the scheduled bid closing date and time will be rejected.
- 1.6 Unsolicited offers will be rejected.
- 2.0 All bids received within the scheduled bid closing date and time will be opened by Company in presence of representatives of bidders who choose to attend the bid opening.
- 3.0 Bidders must keep their offer valid for at least 120 days from the date of tender opening for acceptance and award of contract by Company. Bids with inadequate validity will be liable for rejection.

GENERAL HSE POINTS TO BE INCORPORATED IN THE CONTRACT

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 mineowner 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 Centers 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.

EMD FORM

To,
Chief Manager (M&C)
Oil India Limited
12, Old Residency Road
Jodhpur – 3342 011
Rajasthan (India)

Whereas (herein after called ‘The Bidder’) has submitted their Bid No. dated against OIL INDIA LIMITED, RAJASTHAN PROJECT, JODHPUR, INDIA (hereinafter called the Company)’s Tender No. for providing services for (hereinafter called ‘the Bid’). KNOW ALL MEN by these presents that weof having our registered office at (hereinafter called ‘the Bank’) are bound unto the Company, in the sum of for which payment will and truly to be made to the said Company, the Bank binds itself, its successors and assigns by these presents.

Sealed with the said Bank this day of

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder,
OR
2. If the Bidder, having been notified of the acceptance of their bid by the Company during the period of bid validity:
 - a) fails to refuses to accept the contract
 - b) fails to refuses to furnish the Performance Security

We undertake to pay to the Company up to the above amount upon receipt of their first written demand (by way of letter/fax/cable) without the Company having to substantiate their demand, provided that in their demand the 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 ninety (120) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Signature & Seal of the Bank

PERFORMANCE SECURITY FORM

To,
Chief Manager (M&C)
Oil India Limited
12, Old Residency Road
Jodhpur – 342 011
Rajasthan (India)

WHEREAS

(Name of the Contractor)

(hereinafter called the “Contractor”) has undertaken, in pursuance of Contract No. dated .../...../..... to supply (description of services) 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 the Contractor’s performance obligation in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor a Guarantee:

THEREFORE we hereby affirm that we are Guarantors on responsible to you, on behalf of the Contractor, up to a total of (Amount of the Guarantee in works and figures) and we undertake to pay you, upon first written demand declaring the Contractor to be in default under the contract and without cavil or argument and sum or sums within the limits of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until the day of

Signature & Seal of the Guarantors

Date

Witness:

Name and address of the Guarantors