

OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
Contracts, Duliajan

M/s.  
India

TENDER NOTICE NO.: DCL2614P09/BB

Date: 16.03.2009

OIL INDIA LIMITED invites SEALED TENDERS from experienced and approved Contractors/Firms for the under mentioned work:

| DESCRIPTION OF WORK/<br>SERVICE.   | LOCATION   | CONTRACT<br>PERIOD                                    | i)Bid Closing/<br>Opening date<br>ii)Earnest money<br>deposit              |
|--|--|---|--|
| Providing Security service round the clock basis in and around Duliajan oil operational area including Moran oil field by deploying not more than 140 man days per day in temporary locations for day to day oil operation as and when required. | OIL OPERATIONAL AREA IN DIBRUGARH, TINSUKIA AND SIVASAGAR DISTRICTS. | 2 YEARS<br>EXTENDABLE BY<br>ANOTHER 01<br>(ONE) YEAR. | 18.08.2009<br>58,000.00<br>(RUPEES<br>FIFTY-EIGH<br>T<br>THOUSAND<br>ONLY) |

- a) Earnest money deposited/Not deposited vide D.Draft/B.Cheque/Money Receipt  
No. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_
- b) Security Deposit will be Non-interest bearing 2.1/2% of the total contract price.
- c) Conditional/Non Conditional offer as per letter attached.

2.0 SEALED ENVELOPES Containing the Tender shall be marked with the above Tender Number and description of work and addressed to the

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All tenderers shall deposit the requisite EARNEST MONEY alongwith the Tender in the form of Demand Draft/Banker's Cheque/Bank Gurantee in favour of M/s Oil India Limited and payable at DULIAJAN. This Earnest Money shall be refunded to all unsuccessfull tenderers, but is liable to be forfeited in full or part, at Company's discretion , as per Clause No. 6 below. Tenders received without Earnest Money in the manner specified above will be summarily rejected.

3.0 Tenders will be received upto 12:45 PM (IST) on the date as mentioned above and opened on the same day at 01:00 PM (IST) at HEAD-CONTRACTS's office before any attending tenderers. Tender box is placed at the office of Head(Contracts). However, if the above mentioned closing / opening day of the tender happens to be non-working day due to Bundh / Strike or any other reason, the tenders will be received and opened on the following working day at the same time except on Saturdays.

4.0 The rates shall be quoted per unit as specified in the Schedule of Work (Part II) and shall be in words as well as in figures. No overwriting shall be allowed, but all corrections may be inserted in the blank space above the corrected word / figure and must be initialed. In case of discrepancy the unit rate quoted in words shall be considered to be correct.

5.0 The Company reserves the right to reject any or all the tenders or accept any tender in full or in part, without assigning any reason.

6.0 (a) No Tenderer must withdraw the tender after its public opening. Any such withdrawal will make the tenderer liable of forfeit his/her/their Earnest Money in full and debarred from further tendering at the sole discretion of the company and the period of debarment will not be less than 6 (six) months.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

7.0 The tender must be valid for 180 ( One hundred & eighty) days from the date of opening of the tender.

8.0 Conditional tenders are liable to be rejected at the discretion of the Company.

9.0 Tenders can be dropped at the box placed at the office of Contract Department or can be sent by registered post addressed to

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so as to reach his office before scheduled closing date and time. Company will not be responsible for any postal delay or non-receipt of the same.

10.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.

11.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name tender documents have been purchased/issued along with one or more of the following documentary evidences(which are applicable to the bidder) in support of the same.

01. In case of Sole Proprietorship Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.

02. In case of HUF-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.

03. In case of Partnership Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.

04. In case of Co-Operative Societies-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.

05. In case of Societies registered under the Societies Registration Act -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.

06. In case of Joint Stock Companies registered under the Indian Companies Act -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.

07. In case of Trusts registered under the Indian Trust Act - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies Service Tax and Central Excise Registration Certificate.

12.0 The selected tenderer will be required to enter into a formal contract, which will be based on their tender i.e O.I.L's Standard Form of Contract.

13.0 The successful tenderer shall furnish a Security Deposit in the form of Demand Draft / Banker's Cheque

/ Cash as specified above before signing the formal contract. The Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

14.0 The amount of retention money shall be released after 6 (six) months from the date of completion certificate from the concerned department.

15.0 The work shall have to be started within seven days from the date of work order.

16.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.

17.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

HEAD-CONTRACTS  
For HEAD-CONTRACTS

OIL INDIA LIMITED  
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Contracts, Duliajan

## WORKS CONTRACT

DCI 2614P09/BB

## DESCRIPTION OF WORK/SERVICE :-

Providing Security service round the clock basis in and around Duliajan oil operational area including Moran oil field by deploying not more than 140 man days per day in temporary locations for day to day oil operation as and when required.

PART - I CONDITIONS OF CONTRACT

MEMORANDUM OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ Between OIL INDIA LIMITED a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the District of Dibrugarh, Assam ( hereinafter called Company ) of the one part and Shri/Smti \_\_\_\_\_ and Shri/Smti \_\_\_\_\_ carrying on business as partners /proprietor under the firm name and style of M/s. \_\_\_\_\_ with the main Office at \_\_\_\_\_ in the District of \_\_\_\_\_ aforesaid ( hereinafter called 'Contractor') on the other part.

WITNESSETH :-

1. a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract at \_\_\_\_\_ .

b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.

c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

2. The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

3. The Company's Engineer shall have power to:

a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not upto the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.

d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed. The rates to be applied for such Deviation Order shall be the same for those appearing in Company's Schedule of Rate in force on the date of issue of such Deviation Order, to which the contractor has no objection.

4. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.

5. The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract upto the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

6. The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts :-

- i) The Mines Act.
- 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 & Abolition) Act, 1970 and the rules framed thereunder.
- vii) Employees Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) AGST Act.
- xi) Service Tax Act.

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

7. The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.

8. The Contractor must complete the work within 104 weeks of the written order to commence work. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 15% (fifteen p.c) of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 15% (fifteen percent) of total contract cost.

The Chief Engineer's certificate as to the criticality or otherwise of an item shall be final.

The payment of liquidated damages/penalty may be reduced or waived at the sole discretion of the

Company whose decision in this regard will be final.

In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and / or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

9. In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots, or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's works or and its neighbourhood.

10. The tendered all-inclusive Price (i.e. the Contract price) is Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_

\_\_\_\_\_ only.) but the Company shall pay the Contractor only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

On account payment may be made, not oftener than monthly, upto the amount of 90% (ninty percent) of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

11. The contractor employing 20 (twenty) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

12. Wages shall be paid by the Contractor to the workmen directly without any intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise be deducted/ recovered by the Jamadar from the wages of the workmen.

13. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalised.

14. The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.

15. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.

16. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities.

17. The Contractor shall deploy local persons in all works.

18. The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.

19. The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act. (latest editions).

#### 20. Special Conditions

a) The amount of retention money shall be released after 6(six) months from the date of issue of completion certificate from concerned department.

b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.

c) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to 12% P.F. Contribution on wage component.

d) In case P.F. is not included in the contract cost and later on required to be deposited by the Contractor, the same will be reimbursed on production of documentary evidence of depositing the same to the authority concerned. 12% P.F. will be applicable on the wage component of the contract cost. The following points are incorporated in the contract based on Contractor's declaration at the time of submission of offer against this contract.

- (i) 12% P.F. is included / not included in the contract cost.
- (ii) Wage component of the contract cost is \_\_\_\_\_%.

#### 21. ARBITRATION :

Any dispute under this contract will be settled through Arbitration as per Indian Arbitration and Conciliation Act, 1996.

Place of Arbitration : DULIAJAN .

#### 22. FORCE MAJEURE :

Force Majeure (exemption) Clause of the International Chamber of Commerce (ICC Publication No. 421) is hereby incorporated in this contract.

#### 23. LB. VERIFICATION REPORT AND SECURITY REVIEW :

Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

24. In case of any doubt or dispute as to the interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the contractor.

#### 25. 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)."

IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above :-

SIGNED & DELIVERED FOR AND  
ON BEHALF OF

-----  
(Signature of Contractor or  
his legal Attorney)

-----  
Contractor

4

Company

----- by the hand

-----  
(Full Name of Signatory)

of -----  
its Partner/Legal Attorney

-----  
(Seal of Contractor's Firm)

And in presence of

-----  
(Signature of witness)

-----

Date : \_\_\_\_\_

-----  
(Full Name of Signatory)

Address:

-----

-----  
(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON  
BEHALF OF OIL INDIA LIMITED

Designation \_\_\_\_\_

Date \_\_\_\_\_

OIL INDIA LIMITED  
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**WORKS CONTRACT**

Tender No. DCL2614P09/BB

Part II - Schedule of Work, Unit, Quantities, Rates and Prices.

| Service Line No.         | Description of Work                       | Unit in Words | Quantity    | Rate per Unit (Figures & Words) | Amount |
|--------------------------|---|---------------|-------------|---------------------------------|--------|
| 10                       | SUPPLY OF MANDAYS                         | Man Days      | 102,200.000 |                                 |        |
| 20                       | EXTRA MANDAYS FOR 3 NOS NATIONAL HOLIDAYS | Man Days      | 840.000     |                                 |        |
| 30                       | EXTRA MANDAYS AGAINST STATUTORY OFF       | Man Days      | 14,560.000  |                                 |        |
| 40                       | COST OF UNIFORM ON PER MANDAYS RS. 8.35   | Man Days      | 102,200.000 |                                 |        |
| <b>Total Amount(Rs):</b> |   |               |             |                                 |        |

Bidders are requested to fill up the following :

- 1) Whether 12% P.F. on the wage component is included in the total quoted cost - Included / Not included
- 2) Wage component of total cost - \_\_\_\_\_%
- 3) The Contractor must quote considering the prevailing minimum labour wage rate for each day of work as 0.00 only.

Note : The bidder will have to furnish the information pertaining to Sl.No. 1 & 2 above. In case of non-furnishing the same, the tender(s) will be evaluated as mentioned below :-

(a) If information against (1) is furnished in an ambiguous manner (i.e. both the options are ticked/cut or in any other manner) or not furnished, such tenders will be evaluated after loading 12% P.F. on the declared wage component of the bidder(s).

(b) If information against (2) is not furnished, such tender(s) will be evaluated considering the wage component as per Company's internal estimate.

(c) The bids will be evaluated/compared after loading 12% P.F. on the declared wage components, wherever applicable.

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## WORKS CONTRACT

### Particular Specifications and Instructions

Tender No.: DCL2614P09/BB

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### **PART-III : SPECIAL TERMS AND CONDITIONS (OPERATIONAL)**

#### **ELIGIBILITY CRITERIA**

1.0 Bidder must have at least 03(three) years experience during last 07 years for providing security services by deploying at least 100 mandays daily round the clock for 365 days in a year including Sunday, Holiday in any PSU/Central Govt./State Govt. Organization from the date of N.I.T.

2.0 Contractor will maintain liaison with Local Police Stations in connection with filing of FIR and helping Police for investigation (wherever required), to bring improvement in security service wherever contractor security persons deployed.

3.0 Contractor will have to watch and safeguard Company's property round the clock generally within and around assigned duty areas/sites. At times Contractor may have to deploy his persons in other areas as decided by the Head-Security if required for operational exigencies. Any loss/damage/theft of Company's property from any assigned areas/sites will have to be made good at the Contractor's cost in case of occurrence during the period of the area/site being guarded by the contractor. Also at times Contractor may be required to deploy his men for particular time e.g. 1st shift or 2nd shift or 3rd shift or general shift in any post(s) depending on operational requirement.

4.0 In case any item(s) lost from the place where contractor security is deployed entire amount will be recovered from the Contractor's Bill. If Contractor recovers the materials, he should submit necessary certificate from the concerned department for receipt of recovered stolen materials from the officer who has lodged an FIR of theft; within 15 days from the date of theft. The recovered amount from his bill will be returned back to Contractor.

5.0 Contractor will be solely responsible against any damage, loss or act of subversion or unlawful activities, which may be caused or committed, by any one of its workers within OIL's establishment during the contractual period.

6.0 The Contractor or his representative/supervisor must visit Security Office twice a day (i.e. Morning and Afternoon) during all working days including Sundays and Holidays for taking requisition for locations where security coverage is required and for any other important information and administrative matter concerning his contractual obligation.

7.0 Contractor will ensure that his personnel turn up on duty with suitable and standard uniform as specified at Annexure-I. Cost of the uniform will be paid separately to the Contractor @ Rs. 8.36/- per mandays.

8.0 Contractor will arrange to issue identity card/photo pass to each WCL security personnel as per Company's and Govt. Security Regulatory norms. The Security WCL personnel must carry/display the same during working hours.

9.0 Contractor will deploy one person per shift per post who must be physically/medically/mentally fit for performing security duty and does not exceed the age of superannuation. Contractor should provide suitable reliever of WCL only against weekly off/annual leave/absentees/entitled holidays as applicable. Failure on the part of the Contractor to provide reliever services against weekly off/absentees, a penalty of Rs. 250.00 (Rupees two hundred fifty) only

for each person per shift shall be levied on the Contractor by the Company.

10.0 No Transport, whatsoever shall be provided to Contractor or to his personnel security to execute contractual job.

11.0 Contractor will engage 01 (one) supervisor in each shift who, will carry out regular supervision of his posts/men. For the purpose the Supervisor will report to the Duty Inspector at the Security Control Room of OIL Security Department at the beginning of the shift. At time there will requirement to undertake joint visit of the contractor and/or his supervisor along with OIL Security Department representative to the site/post where the contractor is required to carry out his contractual job. There shall be no payment for absents supervisors. Contractor will preferably engage retired JCOs from Armed Forces or Para Military Forces below the age of 50 years for the job of supervisors. He should be fairly educated person to perform the duty of supervisors. Payment for the Supervisor, establishment charge and also transport charge had been included in the profit factor.

12.0 The Contractor will have to provide ex-armed forces personnel/Ex-Defense Service personnel/Ex Para military/Ex Police in few selected posts, which are rated vulnerable. There will be specific advice for this.

13.0 The Contractor will arrange for Police verification of character and antecedents of the persons engaged by him under the contract as per the system and procedure of the Govt. Security Regulations and submit the reports to Security Office positively prior to their deployment and if not, due to any reason positively within three months of commencement of the contract. After three months of commencement of the contract, the contractor shall not be allowed to engage any person; if the contractor fails to submit police verification report of such person and the contact may be liable for cancellation. The Contractor should not engage any person whose Police verification report has been found adverse.

14.0 All duty posts of WCLs are transferable and may be split/redeployed depending on operational / administrative requirement without any prior notice.

15.0 The Contractor shall comply with any other instruction which may be issued by the OIL Security Department representative from time to time. The number of locations and number of persons may change from time to time due to operational exigencies to which the contractor shall not object. Standing Orders as issued from Security Office must be displayed in each post by the Contractor & comply with.

16.0 In case of death of any WCL, Contractor shall be responsible for arranging/settling his claims within a period of 03 (three) months.

17.0 Replacement against death/disability due to serious illness of a WCL, the Contractor shall engage suitable WCL only after concurrence of Security Department However, preference is to be given to the Kith & kin of deceased/disabled WCL.

18.0 Contractor should ensure that contract security personnel do not leave their place of duty under any circumstances till the next reliever report on duty. Contractor is fully responsible for deployment of reliever.

19.0 Contractor should ensure that security personnel deployed on security duty are properly explained the nature of job and job hazards associated with his assigned job in consultation with respective Installation Manager/Post In-charge/any other Competent Company Person.

20.0 Contractor should have a registered office with telephone Number and Office address at Duliajan/in around Duliajan.

21.0 Contractor will ensure that his persons donot consume alcohol during duty hours. In case a WCL is found under influence of liquor while in duty he should not be engaged for security duty in future also.

22. In case a WCL is arrested on charges of theft/ forgery/ subversive/ sabotage/ moral turpitude /unlawful activities, then contractor shall terminate him from security duty till his acquittal from the charges by Court of Law.

Contractor is responsible for misconduct of any person whatsoever. If Lawful authority in connection with any crime, convict any WCL the contractor shall remove such WCL from service.

23.0 In case of a WCL remains absent for more than a month without any information or valid reasons, he shall be liable to forfeit his service.

24.0 In case of a WCL is found indiscipline by committing misconduct of abasement, disobedience, abusive and quarreling with supervisory officers or co-workers, contractor shall debar such WCL from the duty for a period of 7 days.

25.0 In case a WCL is found negligent on security duty the Contractor shall debar him from duty for a period of 7 (seven) days.

26.0 Contractor will maintain the following registers in every post.

- (i) Monthly Duty roster and Shift wise daily attendance of the persons engaged (one copy should be submitted every month to Security Office).
- (ii) Day to day record of incoming/outgoing materials and vehicles.
- (iii) Visitors register.
- (iv) Beat book/duty book/diary book is to be provided to all WCL while on duty by Contractor. The details of duty/shift/off etc. are to be recorded and maintained by the Contractor. These are to be shown to Security Officials while conducting checks of duty posts.

A Penalty upto Rs. 500/- (Rupees five hundred) only per post will be levied on the contractor if he fails to maintain the above para 26.0

27.0 The Contractor in their posts, if, at all required, will arrange temporary accommodation for security personnel at his own cost.

28.0 No. of Mandays to be deployed under this contract may vary depending on actual physical requirement. Estimated mandays to be engaged daily will be generally within 80 to 140 mandays to which contractor will not object.

#### ANNEXURE - I

##### DETAILS OF UNIFORM PER YEAR Internal estimate for Uniform/Safety Gear

| Sl. No. | Item                   | Quantity /Life | Duration | Unit Price | Unit (Rs) | Total Price (Rs) |
|---------|------------------------|----------------|----------|------------|-----------|------------------|
| 1       | Standard Khaki Shirt   | 2 No.          | 1 Year   | 200.00     | 400.00    |                  |
| 2       | Standard Khaki Trouser | 2 No.          | 1 Year   | 250.00     | 500.00    |                  |
| 3       | Khaki Woolen Shirt     | 1 No.          | 2 Years  | 400.00     | 200.00    |                  |
| 4       | Khaki Woolen Trouser   | 1 No.          | 2 Years  | 500.00     | 250.00    |                  |
| 5       | Khaki Woolen Jersey    | 1 No.          | 2 Years  | 700.00     | 350.00    |                  |
| 6       | Canvas shoe Brown      | 2 Pairs        | 1 Year   | 300.00     | 600.00    |                  |

|  |                |         |        |               |
|--|----------------|---------|--------|---------------|
| (Bate or Equiv.)                           |                |         |        |               |
| 7  | Leather Boot   | 2 Pairs | 1 Year | 450.00 900.00 |
| (KARTIX HIGH) Bata<br>or Safetix or Equiv. |                |         |        |               |
| 8  | 3 Cell Torch   | 1 No.   | 2 Year | 350.00 350.00 |
| (Eveready)                                 |                |         |        |               |
| 9  | Web Belt       | 1 No.   | 2 Year | 60.00 30.00   |
| 10   | Khaki Barrette | 1 No.   | 1 Year | 50.00 50.00   |
| Cap  |                |         |        |               |
| 12   | Whistle with   | 1 No.   | 1 Year | 50.00 50.00   |
| Cord                                       |                |         |        |               |
| 13   | Baton/Lathi    | 1 No.   | 1 Year | 50.00 50.00   |
| (4' Length)                                |                |         |        |               |
| 14   | Khaki Socks    | 2 Pairs | 1 Year | 35.00 70.00   |
| -----                                      |                |         |        |               |
| TOTAL = Rs. 3,050.00 (per year)            |                |         |        |               |

N.B. : Contractor shall arrange to provide uniform as per Annexure-I to WCLs alongwith 3 Nos. Cells every month for Torch Light. Cost of the Uniform will be paid to the Contractor @ 8.35 per mandays to recoup expensess of the Uniform incurred by Contractor.

#### **15.0 Bid Rejection Criteria & Bid Evaluation Criteria for the tender.**

##### **AA) BID REJECTION CRITERIA (BRC):**

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:

i) Bidder must have relevant experience in carrying out similar nature of job with PSUs / Central Govt. /State Govt. Organization in last 7(seven) years from date of bid closing date.

Should have successfully executed similar works of value-

1. Single contract of minimum value of Rs. 93, 00,000/- (rounded)
- OR
2. Two contracts of minimum value of Rs. 58, 24, 000/- each.(rounded)
- OR
3. Three contracts of minimum value of Rs. 46, 59, 000/- each. (rounded)

ii) Average Annual financial turnover during the last 3(Three) years, ending 31st March 2008, should be at least Rs. 35, 00,000/-

iii) Bidder must submit all necessary documents related to experience and turnover in duplicate. Any offer containing incorrect information will be rejected.

iv) Bidders shall quote directly and not through their agent. Offers made by their agents on behalf of their principals will be rejected. Similarly, bids received from unsolicited parties shall be rejected.

v) Bidder must have PF Code.

Note-

A. **"Similar nature of job"** mentioned above means, Bidder must have at least 02(two) years experience in last

~~07 years from the bid closing date for providing Security Services by deploying at least 100 mandays per day throughout in a year in any PSU/Central Govt/State Govt organization from the date of NIT~~

B) ~~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.

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

i) In case of OIL contractors, copy of 'Certificate of Completion (COC)'/ 'Certificate of Payment (COP)' of jobs successfully completed, showing gross value of job done. It may be clearly noted that simply mentioning of OIL CCO Number will not be accepted.

ii) Certificate issued by any other Public Sector Undertaking/ Govt. Department in last seven years ending bid closing date 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.

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

#### **BB) BID EVALUATION CRITERIA (BEC):**

i) 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:

1. 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.

2. Non submission of the documents as specified in BRC above will result in rejection of bids.

3. 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. **Discount:** Bidders are advised not to indicate any separate discount. **Discount if any, should be merged with the quoted price. Discount of any type indicated separately will not be taken in to account for evaluation purposes.** However, in the event such offer without considering discount is found to be lowest, OIL shall avail such discount at the time of award of contract.

ii) **Bidder(s) must also furnish the followings.**

1. NAME OF FIRM
2. DETAIL POSTAL ADDRESS
3. TELEPHONE NO.
4. MOBILE NO.

5. E-MAIL
6. FAX NO.
7. CONTACT PERSON
8. CONTACT PERSON'S CONTACT NO.
9. TAX EXEMPTION CERTIFICATE NO. (Attested copy required)
10. CST REGD.NO. (Attested copy required)
11. LOCAL SALE TAX REGD.NO. (Attested copy required)
12. PAN NO. (Attested copy required)
13. VAT REGD, NO. (Attested copy required)
14. BANK ACCOUNT NO.
15. BANK ACCOUNT TYPE.
16. BANK NAME
17. BANK ADDRESS
18. SERVICE TAX REGD.NO. (Attested copy required)
19. 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).

20. VENDOR NO. (IF AVAILABLE)

iii) Solvency Certificate from Bank (Attested copy required)

### **CC) GENERAL**

a) 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.

b) In case bidder takes exception to any clause of Tender 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 the 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 BRC.

c) 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 BRC also and such clarification fulfilling the BRC clauses must be received on or before stipulated days from the date of clarification sought by the Company, failing which the bid will be rejected.

d) 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.

e) The originals of such documents [furnished by bidders(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
Contracts, Duliajan

**WORKS CONTRACT**

Schedule of company's Plants, Materials and Equipments

Tender No.: DCL2614P09/BB

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To  
 HEAD-CONTRACTS  
 Oil India Limited  
 DULIAJAN

SUB:SAFETY MEASURES  
Tender No : DCL2614P09/BB

Description of work/service :

Providing Security service round the clock basis in and around Duliajan oil operational area including Moran oil field by deploying not more than 140 man days per day in temporary locations for day to day oil operation as and when required.

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations,1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Yours Faithfully

Date\_\_\_\_\_

M/s\_\_\_\_\_

CONTRACTOR  
 FOR & ON BEHALF OF