

ENQUIRY NO. OIL 62/7/ENQ-372
DATED: 01.07.2008
BID CLOSING :
DATE 19.08.2008
TIME : 2.30 P.M.
BID OPENING :
DATE 19.08.2008
TIME : 3.00 P.M.

Sirs,

- 1.0 Oil India Limited (OIL), a Govt. of India Enterprise, invites sealed quotations for entering into a rate contract for providing the **“Watch & Ward/Surveillance Services”** at its office at Plot No.19, Sector 16-A, NOIDA and other places of residences located at New Delhi and NOIDA. The details of the **“Scope of Work”** and details of locations and tentative number of personnel that are required is indicated in **Annexure-I** and **Appendix –A** respectively.
- 2.0 OIL invites you to quote your most **competitive rates in the proforma enclosed as Annexure –II**, herewith, for providing the said services as per the scope of Work enclosed herewith as Annexure-I. The quoted rate should be inclusive of all taxes, duties and charges etc.
- 3.0 You may submit your most competitive offer in a sealed envelope superscribing the following details on the right hand top corner:
OIL’s Enquiry No. _____
Bid closing date _____
Brief description of the job _____
Bidder’s Name _____
- 4.0 Offers must be addressed to:
Senior Adviser(C&P)
Oil India Limited
Plot No. 19, Sector-16A,
NOIDA-201 301

- 4.1 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.
- 4.2 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.
- 4.3 In case of unscheduled holiday on the Bid Closing Date, the Bid Closing Date / time will get extended up to the next working day.
- 4.4 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.
- 4.5 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 highlighted. 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 **Duration of the contract** : The initial duration of the contract will be for a period of two years (w.e.f 01.01.2009), extendable by another two years ,one year at a time , at the same rate, terms and conditions. The quoted Rate shall remain firm throughout the duration of the Contract including extension if any.
- 6.0 **ELIGIBILITY: (Also see Bid Rejection Criteria- Annexure II B)**
- 6.1 The bidders must broadly furnish the following information with documentary evidence for consideration of their offers for evaluation. **Detailed eligibility criteria is also highlighted in Bid Rejection Criteria in Annexure-III.**
 - At least five years relevant experience in providing Watch & ward services involving minimum 50 manpower as on 31.03.2008. Documentary evidence in the form of copy of the contract, to be provided in support of experience.
 - sound financial position . Must have executed single similar contract having value not less than Rs.30.00 lakh per annum or two contracts of minimum value Rs.15.00 Lakhs (each), in last five years ending 31.03.2008. (copies of last three years balance sheet to be provided)
 - should have experienced and literate (preferably minimum Matriculate) personnel with sound health on pay roll.
 - Parties having experience in providing such services to public sector undertakings and government departments, will be preferred (Documentary Evidence, copy of contract , to be provided)

OIL reserves the right to split the work between more than one bidder at its sole discretion if so desires.

7.0 **Validity:** Offers must be valid for acceptance for a minimum period of 90 (Ninty) days from the Bid Closing date.

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8.0 Offers must conform in all respects to the terms & conditions of the Enquiry. Deviations, if any, must be clearly and specifically stated.

9.0 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.

10.0 By submitting a bid, a bidder will be deemed to have understood and satisfied himself the nature of the services required to be provided and that the rate quoted by him in the bid will be adequate to complete the assigned job. Bidders are therefore requested to go through the bid document, scope of work etc. carefully. Any clarification that might be required should be obtained prior submitting the bid.

11.0 **BID SECURITY & OTHER DOCUMENTS**

11.1 Bids must be accompanied by Bid Security for an amount of Rs.20,000.00(Rupees Twenty 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.
- 11.2 Unsuccessful bidder's Bid Security will be returned soon after the finalization of this Enquiry.
- 11.3 Successful bidder's Bid Security will be returned after receipt of Performance Security from him / them.
- 11.4 Bid Security will not accrue any interest.
- 11.5 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 **Bid Rejection Criteria and Bid Evaluation Criteria** : Please see Annexure-III attached herewith.

13.0 **Performance Security Deposit:**

13.1 Successful bidder shall be required to furnish a Bank Guarantee towards Performance Security, for an amount equivalent to 5% 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. A format of Bank Guarantee is enclosed herewith vide Annexure-IV.

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13.2 The Bank Guarantee will be discharged after three months of 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.

13.3 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.

14 **Penalty** :

14.1 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.

14.2 The contractor will have to mobilize their man and materials along with compliance of statue requirement within 15 days of issue of Letter of Intent. (LOI). In the event of failure of the contractor to do so Liquidated damage @ 0.5% per week or part thereof subject to a maximum of 7.5 % of the contract value will be levied on the contractor.

14.3 In the event the contractor fails to mobilize and OIL carries out the job through other agency as a stop gap arrangement, the cost of such arrangement will be recovered from the contractor.

15.0 **Payment Terms** :

15.1 Payment will be made on monthly basis. Bills shall be submitted by the contractor on monthly basis on completion of each month to Manager (Admn) OIL or any authorized representative for

verification and certification. Payment will be made within 30 days from the date of receipt of bill for the preceding month for the amount certified. Bills must accompany details of the services rendered location wise.

15.2 Payments in respect of contribution towards CPF and ESI shall be paid only on production of proof depositing the same with the concerned authorities for previous month(s).

15.3 Payment shall be released after deduction of taxes, penalty etc.if any.

16.0 **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.

17.0 **Arbitration:** All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or the breach thereof shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings. The venue of arbitration shall be New Delhi.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

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

Annexure-IIB

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

- 1.0 Any bid not accompanied by a proper Bid Security in the above form will be rejected.
- 2.0 Conditional offers will be liable for rejection.
- 3.0 Bids with inadequate validity will be rejected.
- 4.0 Bids received after Bid Closing date and time will be rejected.
- 5.0 Bids received from unsolicited Parties will be rejected.
- 6.0 Bid shall contain no interlineations, erasers or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the person signing the bid. Any bid not meeting this requirement shall be rejected.
- 7.0 Bids containing incorrect statement and / or incomplete information will be rejected.
- 8.0 Bids must conform to the tendered conditions stipulated in the bid document.
- 9.0 Bidders must have at least 5 years relevant experience as on 31.03.2008, in carrying out single similar nature of job/contract of minimum value Rs. 30.00 lakh p.a. or two contracts minimum value Rs.15.00 Lakhs.p.a. each. Documentary evidence will comprise of Copies of contract,

- Successful completion certificate from the organization to whom the services were rendered
- 10.0 Average Annual financial turnover during last 3(Three) years ending 31.03.2008 should be at least Rs. 15,00,000.00 . Full proof of Annual turnover comprising any one of the following documents must be submitted along with the bid
- A certificate issued by a practicing Chartered Accountant/Cost accounted firm with membership no. certifying the Annual turnover and nature of business.
 - Audited Balance sheet and profit and loss account.
- 11.0 Bidders must submit all necessary documents related to experience and turnover in duplicate.
- 12.0 Detailed break-up price if not furnished, the bid will not be considered for evaluation. Furthermore, in the event the percentage components of various parameters are not as per statute requirement, the bid will be rejected.

Bid Evaluation criteria (BEC)

(1) Evaluation will be on overall total lowest value, based on the number of personnel to be deployed as shown in the “Schedule of Rates” and meeting the other bid condition stated in the bid document and also in the “Schedule of Rates. The number of personnel for Bid evaluation purpose will be considered as **58** nos. (31 for NOIDA and 27 for Delhi) .

(2) Minimum labour wage as per Govt.notification on date of Bid opening will be taken into account for bid evaluation. In case a bidder quotes other than the minimum wage declared by the Government as applicable on the date of bid opening , evaluation will be done loading such amount commensurate to the minimum wage for like to like comparison.

(3)Number of supervisor will be considered as one for Bid Evaluation purpose

ANNEXURE - I

SCOPE OF WORK

Providing Watch & Ward /Surveillance services at OIL’s different premises at New Delhi and NOIDA (U.P) on a 24 hours 365 days service basis. The details will be furnished from time to time. Minimum requirement of manpower would be around 58. (Tentative locations and number of personnel to be deployed are shown in Appendix -A).

The broad scope of work would inter-alia include :

- 1.1 For round the clock Watch & Ward /Surveillance , the number of personnel required at each location will be one in each shift .i.e morning shift, evening shift and night shift. These number of persons may be increased or decreased depending upon the requirement.
- 1.2 In the event of the company requiring additional manpower at any particular point, the bidder should be able to provide the same.

- 1.3 As regards the deployment of the personnel, the company will provide the contractor in writing a list of locations where the personnel are required to be deployed. The tentative areas are indicated vide Appendix-A.
- 1.4 In case of requirement of additional manpower /extra manpower in emergency, the instructions for such requirement will be intimated to the contractor which may be verbal (to be regularized in writing subsequently) or in writing.
- 1.5 The contractor should deploy adequate supervisory personnel to re-ensure that the services are provided to the full satisfaction of the company.
- 1.6 Management and proper record keeping of visitors.
- 1.7 Regulation of incoming and outgoing materials so as to prevent any theft and pilferage.
- 1.8 Ensuring smooth operation of fire and safety measures.
- 1.9 Arrangement of ceremonial functions
- 1.10 Protection of Company's property, materials, files, records, documents, equipments etc. where ever applicable. Monitoring of electric points, switches, lights, ACs, Fans etc.to arrest misuse of electricity etc.
- 1.11 To report any untoward incidents to the authority immediately.
- 1.12. To prevent misuse of water, electricity by switching off light/fan/ACs after office hours

Apart from above, while executing the contract, the successful bidders will have to comply the following :

- The watch & ward personnel of the contractor should wear distinctive uniform (which includes winter garments also, in winter season) while on duty in the premises.
- All the watch & ward jobs will be carried out as per the requirement of Oil India Limited.
- All the jobs are to be carried out by professional/experienced personnel who are well versed with these jobs.
- The material/consumables/tools required for carrying out the jobs are to be provided by the contractor.

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- The watch & ward personnel to be deployed should be literate and should be able to read and write at least Hindi and English.
- At least one Inspector/Supervisor will have to be engaged, who will co-ordinate and supervise the attendance/performance of the watch & ward personnel deployed on daily basis.

2.0 . **GENERAL TERMS OF THE CONTRACT:**

In the contract, the following terms shall be interpreted:

- (a) "The Contract" means agreement entered into between Company (OIL) and Contractor, as recorded in the contract document signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

- (b) "The Schedule of Rates" means the rates, inclusive of all taxes and charges, payable to contractor under the contract for the actual amount of work performed under the contractual obligations.
- (c) "The Work" / "Service" / "Job" means each and every activity required for the successfully carrying out the job/rendering the services at OIL's premises at New Delhi and Noida(UP) and other miscellaneous jobs as described in the contract.
- (d) The term "Bid", "Tender" and "Offer" have been used interchangeably and refer to the same document.
- (e) All materials/services to be provided and work to be carried out under the contract shall conform to and comply with the provisions of relevant regulations/Acts (UP State Government or Central Government) as may be applicable to the type of work carried out and necessary certificates shall be furnished by the Contractor. Company shall provide necessary help in this regard, if required.

3.0 OBLIGATION OF THE CONTRACTOR :

- 3.1 The contractor must have a license under contract labour (R & A) Act, 1970 from Asst. Labour Commissioner(Central) and maintain all records as per the said Act so that at any point of time the same can be presented for verification to OIL or to Labour authorities. **The license must be furnished before commencement of the contract**
- 3.2 The Contractor shall have to maintain a provident fund account for each of personnel engaged for providing security services as per PF Act, 1952. The copy of their registration certificate with Provident Fund authorities and documentary evidence of their having deposited the CPF for their employees for at least last one year.
- 3.3 The Contractor shall have to cover each of his person engaged for performing the above job under Employees State Insurance Act
- 3.4 The Contractor must disburse the wages to their personnel's engaged should not be less than the minimum wage as per the Minimum Wages Act. 1948, and as amended by Government of India from time to time, as applicable to the concerned region (Delhi and NOIDA respectively).
- 3.5 Payment of wages to their personnel must be disbursed in presence of OIL's representative latest by 7th day of the succeeding month without **waiting for bills to be paid by OIL**. Any increase in minimum labour wage declared by Government, vide gazette notification during the contractual period will be reimbursed by OIL, except for supervisor which will remain firm being Lump sum rate.

- 3.6 The Contractor must be financially sound enough to make the payment of wages within the stipulated time as stated above even in the event of non receipt of their payment from the Company.
- 3.7 The personnel deployed by the contractor should be provided with identity cards duly certified by proper signatory and attested photograph of them in duplicate should be submitted to OIL for identification at the time of

disbursement of wages which must be witnessed by OIL's authorized representative.

- 3.8 Necessary supervisory staff are to be deployed by the Contractor to supervise the day to day duty and to carryout OIL's order at no extra cost. (i.e other than the rates applicable.)
- 3.9 One days' weekly off should be given to each person employed by the Contractor under normal conditions.
- 3.10 Before deployment it would be the responsibility of the contractor for getting the character and antecedents of the personnel to be deployed verified through the Police/District Administration and submit copies of the same to the company.
- 3.11 The watch & ward personnel should be fully trained in the Fire Fighting operations.
- 3.12 It shall be the responsibility of the Contractor to see that the personal engaged do not indulge in any unlawful act while on duty.
- 3.13 The Contractor shall be solely responsible for setting/resolving any dispute/claim of his/her personnel during the pendency of the Contract.
- 3.14 The contractor must provide adequate uniforms (minimum two sets each) including winter garments, rain gears etc.**
- 3.15 Bonus and other statutory dues as paid to the contractor by OIL, must be passed on to the deployed personnel.

4.0 OIL shall have power to:

- 4.1 Reduce the rates at which payments shall be made if the quality of the job, although acceptable, is not up to the required standard.
- 4.2 Order the Contractor to remove or replace any of his personnel who is considered incompetent or unsuitable. OIL's decision as to the competence and suitability of any personnel engaged by the Contractor shall be final and binding on the Contractor.
- 4.3 If any time during the pendency of the Contract it is observed by OIL that the Contractor is not complying with the provisions of the Contract or with other provisions of various labour and other Acts applicable, the Contract shall be terminated by issuing 7 days notice and any amount due to any personnel engaged as per the daily service report for providing the required services for OIL's points shall be recovered from Contractor's bill/security deposit and shall be disbursed to the concerned person(s) in accordance with the various Labour Acts in force.

4.4 OIL reserves the right to get the part or whole work completed through other agencies under risk and cost of the contractor, if he fails to carry out the work within the stipulated time without any valid reason. The Company's decision shall be final and binding on the Contractor.

4.5 The Contractor will be solely responsible for conduct of his personnel and any claim for damage done to any of OIL's property including theft, due to negligence or otherwise shall be deducted from the monthly bill/ security deposit of Contractor. The decision of the competent authority to be designated by the Company on the value of the stolen/lost/damage item(s) shall be final and binding on the contractor.

4.6 In the event the contractor fails to deploy the required number of personnel and or deploys less in number, the company shall have the right to deduct such amount from the outstanding bills of the contractor on pro-rata basis.

5.0 **OTHER CONDITIONS :**

- 5.1 The Contractor and his workmen should strictly observe the safety/ precautionary rules as per relevant Govt. Acts/Rules while executing the work.
- 5.2 The contractor shall indemnify OIL from any claim(s) made by his personnel under the statutory Act (s). applicable to works contract labour such as,
- i) Contract Labour Regulation & Abolition Act, 1971,
 - ii) Payment of Wages Act.,
 - iii) Payment of Bonus Act.,
 - iv) Workmen Compensation Act.,
 - (v) Minimum Wages Act.,
 - vi) Workmen Compensation Act.,
 - vii) Such other Act(s) applicable to deployment of Contract Labour
- 5.3 All statutory taxes/levies by the Central, State Government or any other competent authority from time to time will be borne by the Contractor and the amount of the contract specified in the contract will be inclusive of all tax liabilities.
- 5.4 In case of any doubt or dispute as to the interpretation of any clause herein contained the decision of OIL shall be final and binding on the Contractor.
- 5.5 OIL reserves the right to increase or decrease the quantum of services mentioned in the contract, at the same rates, terms and conditions, for which the Contractor shall have no objection. The Contractor will be paid for the actual quantity of services provided at the directions of the Company and at the rates approved in the Contract.
- 5.6 In case the Contractor abandons the contract, then the Company shall have the right to get it executed through any other agency at the risk and cost of the contractor. The difference in cost so incurred by the other agency, if any, shall be recovered by the Company from the dues, if any, of the Contractor.
- 5.7 Any other statutory requirement not spelt out specifically will be governed as per the law of the land.

APPENDIX-A

Tentative Requirement of Personnel with Locations where to be deployed

Sl.No.	Place of deployment	No.of personnel
1	Plot No.19, Sector 16-A, NOIDA : OIL HOUSE	21
2	OIL Residential Complex , Sector 15-A, NOIDA	04 (2 in night shift and 1 each in other shifts)
3	C-8, Sector 39, NOIDA	03
4	A-80, Sector 31, NOIDA	03
5	B-12, Asian Village, New Delhi	03
6	E-261, Narainia Vihar, New Delhi-28	03
7	D-I/47, Rabindra Nagar, New Delhi	03
8	M-125 {G.F/F.F}, GK-II, New Delhi	03
9	B 1/12, Haus Khas ,New Delhi	03
10	S-48, GK-II, New Delhi	03
11	S-393, GK-II, New Delhi	03
12	B-11, Asian Village, New Delhi	03
13	S 1/522, Asian Village, New Delhi	03
	TOTAL	58

FOR NOIDA : 31 personnel
DELHI : 27 personnel

ANNEXURE -II

Schedule of Rates

The bidders should quote their rates in the following format :

Sl. No.	Description of Work	UNIT	Rates per Unit (In words and Figures)	
			Delhi	NOIDA
1	Providing watch and Ward/Surveillance services round the clock basis (24 hours a day)	Per man day of 8hrs. duty		
2	Cost of uniform for the persons to be deployed	Per person		

	(58nos)			
3	Supervisor/Inspector for monitoring the services.	Per supervisor Lump-Sum		

NOTE :

- (a) Minimum Labour wage as applicable will have to be paid to the personnel deployed by the contractor. Tentative no. of personnel to be deployed by the contractor is 58 nos. (31 at NOIDA and 27 at Delhi). However, the number may increase or decrease depending on our requirement which will be intimated to the contractor from time to time.
- (b) The bidders must furnish the detailed break up of the rates quoted to ascertain the minimum labour wage. Minimum labour wage components considered must be highlighted. Broadly the following components should cover :
- (i) Basic wage
 - (ii) ESI/Medical (% of basic to indicate)
 - (iii) PF --do--
 - (iv) Gratuity / Terminal benefit --do--
 - (v) Leave/off -- do--
 - (vi) Cost of reliever etc : calculation mode
 - (vii) Bonus (% of basic to indicate)

In case of increase in labour wage by the Government same will be applicable and such increase will be reimbursed by OIL.

- (c) Service Tax as applicable will be paid subject to furnishing documentary evidence . Bidders to provide Service tax and VAT registration No.
- (d) The rates for supervisor will **remain firm** throughout the duration of the contract, including extension if any. No reimbursement of increase in labour wage in this regard will be applicable.
- (d) For Bid Evaluation purpose the number of manpower will be considered as 58 nos. (detail break up NOIDA and Delhi are as shown in Appendix –A.)However, the number may increase or decrease .
- (f) Labour wage as applicable for Delhi and NOIDA to be indicated separately.