

OIL's e-Tender No. CJ15968L15 for Hiring of Services of Ex-Servicemen is issued to the following 11 nos. of DGR approved Security Agencies Only.

<u>Sl. No</u>	<u>Vendor Details</u>
1	M/S DEEPAK GUPTA SECURITY AGENCY N-205, AWHO, SISPAL VIHAR, SECTOR-49, SOHNA ROAD, GURGAON-122018 E-MAIL : DEEPAK_GUPTA56@YAHOO.COM
2	M/S CHANDRABHAN SINGH RATHORE SECURITY AGENCY F - 93, AWHO, SECTOR-1, VIDYADHAR NAGAR, JAIPUR (RAJASTHAN) - 302023 E-MAIL : CHANDUCIH@YAHOO.COM
3	M/S JASWANT SINGH SHEKHAWAT SECURITY AGENCY 410, HANUMAN NAGAR EXTN, SIRSI ROAD, KHATIPURA, JAIPUR – 302012 E-MAIL : SKWT_121@YAHOO.CO.IN
4	M/S SHER SINGH SECURITY AGENCY 60, OLD PUBLIC PARK, JODHPUR, RAJASTHAN - 342001 E-MAIL : SHERRATHORE44@GMAIL.COM
5	M/S REACHOUT SECURITY SERVICES PLOT NO. 10 & 11, COSMO COLONY, AMARPALI MARG, VAISALI NAGAR , JAIPUR-302021, RAJASTHAN TEL NO. : 0141 4022312 FAX NO. : 0141 4022312 E-MAIL : COLRAJESH SINHA@GMAIL.COM
6	M/S V S SECURITY AGENCY 6/429, 2ND FLOOR, VIDHADHAR NAGAR , JAIPUR, PIN-302023 (RAJASTHAN) TEL NO. : 0141 2232245 FAX NO. : 0141 2232245 E-MAIL : YADAV52@SIFY.COM
7	M/S KUNDAN SECURITY AGENCY SHOP NO. 6, OPP. DN GAUSHALA, NEAR SUSWANI MATA MANDIR C/O KACHHWAH AUTOMOBILES MANDORE ROAD, MANDORE, JODHPUR (RAJASTHAN), PIN-342304 TEL NO. : 0291 2000410 FAX NO. : 0291 2000410 E-MAIL : FSKARAMSOT@GMAIL.COM
8	M/S SATARK GUARDS AND ALLIED SERVICES 43/S-11B, SWARNPATH, MANSAROVAR, JAIPUR-302011 (RAJASTHAN) TEL NO. : 0141 2786722 FAX NO. : 0141 2786722 E-MAIL : SATARKGDS@GMAIL.COM
9	M/S MARUDHAR SECURITY SERVICES 36, JAI BHAWANI NAGAR, JHARKHAND MOD, KHATIPURA ROAD, JAIPUR - 302012 TEL NO. : 0141 2471825 E-MAIL : BUDHRAM1954@YAHOO.CO.IN
10	M/S BIKA SECURITY SERVICE G-24, GANPATI TOWER, CENTRAL SPINE, VIDYADHAR NAGAR, JAIPUR, RAJASTHAN, PIN-302023. TEL NO. : 0141 3934699 E-MAIL : COL.MAHENDRA.BIKA@GMAIL.COM
11	M/S CHITTORE SECURITY SERVICES SHOP NO. 25, GANPATI TOWER, CENTRAL SPINE, VIDYADHAR NAGAR, JAIPUR, RAJASTHAN, PIN-302023 E-MAIL : CHHOTTUSINGH01@GMAIL.COM



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

Rajasthan Project
2-A, District Shopping Centre
Saraswati Nagar, Basni
Jodhpur – 342 005
Rajasthan, India.
Phone: 0291-2729466
Fax : 0291- 2727050
Email: km_kumar@oilindia.in

FORWARDING LETTER

To:

M/s.

e-Tender No. : CJI5968L15

**Bid Closing Date : 18.02.2015
and Time 11:00 IST**

**Bid Opening Date : 18.02.2015
and Time 15:00 IST**

Dear Sirs,

Sub : Hiring of Services of Ex-Servicemen from DGR approved agencies for deployment in various installations/offices of Oil India Limited in Rajasthan for period of two years with a provision to extend it by another one year on same terms and conditions.

1.0 Oil India Limited (OIL), A Govt. of India Enterprise, invites ON-LINE competitive Bids through its e-Procurement portal <https://etender.srm.oilindia.in/irj/portal> under **SINGLE STAGE COMPOSITE BID SYSTEM** for hiring of Services of Ex-Servicemen from DGR approved agencies for deployment in various installations/offices of Oil India Limited in Rajasthan for the Schedule of Works (SECTION-II) and as per Terms & Conditions detailed in the Draft Agreement enclosed as SECTION-I (Conditions of Agreement), SECTION-III (Schedule of Rates/Payment) and PART-IV (Bid Rejection Criteria (BRC)/Bid Evaluation Criteria (BEC)).

2.0 PREPARATION & SUBMISSION OF BIDS:

2.1 The bid should be prepared under **SINGLE STAGE COMPOSITE BID SYSTEM**.

2.2 ONLINE SUBMISSION:

2.2.1 The Bid should be submitted online up to 11:00 Hrs. (IST) (Server Time) on the date as mentioned herein i.e., on the scheduled Bid Closing Date. The Bids will be opened on the same day at 15:00 Hrs. (IST) at the office of Chief Manager (M&C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India in presence of authorized representative of the bidder.

2.2.2 The Rates/Prices along with price related conditions should be filled online in the Price-Bid screen. All other techno-commercial documents other than the cost details

to be submitted with unpriced bid as per tender requirement placed in the “un-priced” bid folder.

- 2.2.3 The Bid and all uploaded documents must be digitally signed by duly authorized representative of the bidding company using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 2.2.4 The Bidder will be responsible for ensuring the validity of digital signature and its proper usage by their employee. The authenticity of above digital signature shall be verified through authorized CA after the bid opening. If the digital signature used for signing is not of “Class-3” with Organization name, the bid will be rejected.
- 2.2.5 The Tender is invited under SINGLE STAGE COMPOSITE -BID SYSTEM. Therefore, the Bidder has to submit both the “TECHNICAL” and “COMMERCIAL” bids through electronic form in OIL’s e-Tender Portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications defined in the Tender and the Commercial Bid as per the online Commercial Bid Format.
- 2.2.6 Bidder should ensure that Technical Bid is uploaded in the Technical RFx Response-> User - > Technical Bid Tab Page only. Please go through the help document provided in OIL’s e-Portal in details before uploading the document.
- NB** : All the Bids must be digitally signed using “Class-3” digital signature certificate with Organizations Name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 2.2.7 Rates/Prices must be quoted/maintained in the “online price schedule” only. OIL will consider the rates/prices quoted in the “online price schedule” only.
- 2.2.8 Timely submission of online bids is the responsibility of the Bidders. The Bid along with all annexure and copies of documents should be submitted in e-form only through OIL’s e-bidding engine. The Bid submitted in physical form against e-procurement tenders shall not be given any cognizance. However, the following documents should necessarily be submitted in physical form in sealed envelope. The Tender No. and the Date of Bid Closing/Opening must be prominently marked on the outer cover/envelope containing these documents and should be sent to Chief Manager (M & C), Oil India Limited, 2A- District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, Rajasthan, India so as to reach before the scheduled Bid Closing Date and Time of the Tender.
- (i) The Original Bid Security
- (ii) Other documents required to be submitted in original as per tender requirement, if any.

Bidders are to fill in the rates in SECTION-III (Schedule of Rates/Payment) and digitally sign all the pages of the bid (SECTION-I, II, III, IV) as token of acceptance

of the terms & conditions of the contract, in the event of award of contract on them.

3.0 **BID SECURITY:**

3.1 The **Original Bid Security** for the amount of INR 8,00,000.00 in the form of **Cashier's/ Bankers Cheque or Demand Draft** drawn on "OIL INDIA LIMITED" and payable at Jodhpur, Rajasthan (India) or **Bank Guarantee** as per **Annexure-A** from any nationalized scheduled Indian Bank and on non – judicial stamp paper of requisite value, as per the Indian Stamp Act, purchased in the name of the issuing banker, valid for 05 (Five) months from the date of Bid Closing and enforceable at Jodhpur. The Bid Security shall not accrue any interest during its period of validity or extended validity. The Bid Security shall be returned to all the unsuccessful bidders after finalization of the Tender. However, the Bid Security of the successful bidder will be returned after receipt of Performance Security as per Clause 9.0 of SECTION-I.

3.2 Bid Security as specified above must reach the office of Chief Manager (M & C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur - 342005, Rajasthan, India before the scheduled Bid Closing Date and Time of the Tender, otherwise Bid will be rejected. Tender Number (CJI5968L15) and the Description of work must be clearly highlighted on the envelope containing the original Bid Security. A scanned copy of this document should also be uploaded along with the un-priced Technical Bid on e-portal.

3.2 The Bid Security will be forfeited:

- a) if any bidder withdraws his bid during the period of bid validity (including any subsequent extension) specified by the bidder on the bid document, or
- b) if the successful bidder -
 - i) fails to sign the contract within reasonable time and within the bid validity,
 - OR
 - ii) fails to furnish Performance Security.

3.3 In case, any such Bid Security 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.

3.4 Any Bid received without Bid Security will be rejected outright without any further reference.

4.0 **DEADLINES FOR SUBMISSION OF BIDS:**

4.1 Bidders will not be permitted by the System to make any change in their Bid after it is uploaded. No bid can be submitted/uploaded after the submission deadline is reached. The system time displayed on e-procurement web page shall decide the submission deadline.

5.0 **LATE BIDS:**

- 5.1 Bidders are advised in their own interest to ensure that the bids are uploaded in the system well before the closing date and time of the bid. Company will not be responsible for any failure to upload the Bids due to last minute rush.

6.0 BID OPENING AND EVALUATION:

- 6.1 The Bids will be opened on the Bid Closing Date and time mentioned in the forwarding Letter in presence of duly authorized representatives of the bidders in the Office of Chief Manager (M&C), Oil India Limited, Rajasthan Project, 2-A District Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005. However, the bidder's representative must produce an authorization letter from the bidder at the time of opening of bids. Unless the authorization letter is presented, the representative will not be allowed to attend the opening of bids. Only one representative against each bid will be allowed to attend.

7.0 VALIDITY OF BIDS:

- 7.1 Bids should be valid for acceptance for a minimum period of 90 days from the Bid Closing date. Bids without this minimum validity period will be summarily rejected.

8.0 EXTENSION OF BID CLOSING DATE:

- 8.1 In the event of receipt of only a single offer against the Tender within the Bid Closing date, Oil India Limited (OIL) reserves 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.

9.0 OTHER CONDITIONS:

- 9.1 Any dispute arising out of this Tender will be subject to the jurisdiction of the court at Jodhpur.
- 9.2 Oil India Limited (OIL) reserves the right to accept or reject any offer without assigning any reason whatsoever. Oil India Limited's decision in this regard shall be final.
- 9.3 If there is any discrepancy in the Price Schedule between the unit price and the total price (as quoted by the bidders) that is obtained by multiplying the unit price and the quantity, the unit price will prevail and the total price should be corrected accordingly. If there is discrepancy between word and figures, the amount in words will prevail.
- 9.4 Oil India Limited (OIL) reserves the right to accept or reject all bids and to annul the bidding process at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Company's action.
- 9.5 General Health, Safety and Environment aspect will be as per terms set forth in **Annexure – B**.

- 9.6 **The Integrity Pact is applicable against this Tender.** OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-C** to the Tender Document. This Integrity Pact proforma has been duly signed by OIL's competent signatory. The proforma has to be returned by the Bidder (alongwith their Bid) duly signed by the same signatory who signed the bid i.e., who is authorized to sign the bid. **Bid not accompanied by Integrity Pact Proforma duly digitally signed by the Bidder shall be rejected straightway.**

(P.C. MAZUMDAR)
CHIEF MANAGER(M&C)
FOR EXECUTIVE DIRECTOR (RP)

SECTION – I

CONDITIONS OF AGREEMENT

MEMORANDUM OF AGREEMENT made this day of 2015 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 and Project Office at 2-A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur – 342 005, Rajasthan– 342 005 (hereinafter called ‘The Company’) of the ONE PART and carrying of business as PROPRIETOR under the firm name M/s. with their Office at in the district of aforesaid (hereinafter called “The Contractor”) of the OTHER PART.

WHEREAS, in this Agreement the following terms shall be interpreted as indicated below :

- a) The “Agreement” means the Contract entered into between the Company and the Contractor, and terms & conditions as recorded in this document signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein
- b) The “Agreement Price” means the prices/costs/rates payable by the Company to the Contractor under the contractual obligations.
- c) The ‘Work’ means each and every activity described in the Schedule of Work/Specifications, detailed in part-II.
- d) “Company” means OIL INDIA LIMITED and its executors, successors, administrators and assignees.
- e) “Contractor” means the individual or firm or Company performing the ‘work’ under this Agreement and its executors, successors and assignees.
- f) “Contractor’s personnel” means the personnel to be provided/deployed by the Contractor for due performance of the assigned work as per the Agreement.
- g) “Company Personnel” mean the personnel to be provided by the Company. The Representative/Engineer of the Company is also included in the Company’s personnel. The Company’s Representative/Engineer means the person or persons appointed and approved from time to time by the Company to act on its behalf for overall co-ordination and project management at site.
- h) “Site” means the land, installation and other places, provided and designated by the Company on which the works are to be executed by the Contractor.
- i) “Company’s item” means the equipment, materials, installations and services, which are to be provided by the Company at the expense of the Company.
- j) “Contractor’s item” means the equipment, materials and services, which are to be provided by the Contractor at the expense of the Contractor.
- k) “Commencement date” means the date on which the Contractor’s personnel starts the job as mentioned in the Agreement.
- l) “Gross negligence” as used in this Agreement shall mean ‘willful and wanton disregard for harmful, avoidable and foreseeable consequence’.

WITNESSETH :

- 1.0 (a) The Contractor hereby agrees to carry out the work set down in the Schedule of Work which forms Section-II of this Agreement in accordance with General Specifications read in conjunction with Particular Specifications and Instructions which forms SECTION-I of this Agreement utilizing the services as offered by the Company and listed in SECTION-IV of the Agreement.
- (b) In this Agreement all words and expressions shall have the same meanings as are respectively assigned to them hereinabove which the Contractor has perused and is fully conversant with before entering into this Agreement.
- 2.0 The Contractor shall provide all labour, supervision and transport as necessary in SECTION-II of the Agreement and shall be responsible for all royalties and other levies and his rates shall include all incidental and contingent work which, although not specifically mentioned in this Agreement but are necessary for completion of the work in a sound manner and with good workmanship.
- 3.0 The Company's representative shall have power to Order the Contractor to remove or replace any person whom the Company considers as incompetent or unsuitable.
- 4.0 The Company reserves the right to cancel this Agreement at any time upon full payment of work done.
- 5.0 The Contractor hereby undertakes to indemnify the Company against all claims which may arise against the under noted Act :
- (i) The Mines Act - 1952
 - (ii) The Minimum Wages Act 1948
 - (iii) The Employee'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) Sales Tax Act/VAT
 - (xi) Service Tax Act

or any other Acts or statutes not herein 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 labourer appointed by the Contractor. Such statutory increase in the wage rates of contract labourer shall be borne by the Contractor.

- 6.0 **Validity of the Agreement:** The Agreement shall remain valid for a period of 2 (two) years with a provision to extend by another one year on same terms & conditions.
- 7.0 **Estimated Value of Agreement:** The total evaluated value of the Agreement (all inclusive) is estimated to be ₹..... (approx), but the Company shall pay the Contractor only for the actual work done at the all inclusive rates set down in the Schedule of Rates which forms part-II of this Agreement.
- 8.0 **Payment Terms :** Payment shall be made on monthly basis against the work completed by the Contractor within 30 days from the date of receipt of undisputed bills. Taxes will be deducted at source as per the existing Act, wherever applicable.
- 9.0 **Performance Security:** Within two weeks of issue of Notification of Award of the Agreement, the successful bidder shall furnish Performance Security to the Company in the form of **FDR or Bank Guarantee** from a scheduled Bank located in India and as per format provided in **Annexure-D** of the Bid document. **The amount of Performance Security shall be 2.5% (two point five percent) of the total evaluated value of the Agreement.** A Performance Bank Guarantee should be so endorsed that it can be invoked at the issuing Bank's branch located in Jodhpur (Rajasthan). The proceeds of the Performance Security shall be payable to the Company as compensation for any loss resulting from Contractor's failure to complete his/her obligations under the Agreement. The Performance Security shall be valid till 6 (six) months beyond the validity of the Agreement..
- 10.0 **Retention Money:** 7.5% (seven point five percent) retention money will be deducted from the running account bills of the Contractor towards Performance Guarantee which will be released after 6 (six) months from the date of completion of the work after adjustment of compensation or loss due to the Company for any reason.
- 11.0 The Contractor will not be allowed to construct any structure (for storage/housing purpose) with thatch, bamboo or any other inflammable materials within industrial or other fenced area of the Company.
- 12.0 The Contractor shall ensure that all men engaged by him are provided with appropriate protective clothing and safety wear in accordance with Regulations 89(a) and 89(b) of the Indian Oil Mines Regulations 1984. The Company's representative shall not allow/accept those who are not provided with the same.
- 13.0 **LIABILITY :**
- 13.1 Except as otherwise expressly provided, neither the Company nor its servants, agents, nominees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damages to the equipment and/or loss or damage to the property of the Contractor and/or its sub-contractors, irrespective of how much loss or damage is caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 13.2 Neither the Company nor its servants, agents, nominees, assignees, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor irrespective of how such injury, illness or death is caused unless caused by willful and gross negligence of the Company and/or its

servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

14.0 FORCE MAJEURE:

- 14.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the agreement, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the party) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the agreement and which renders performance of the contract by the said party impossible.
- 14.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in supports of its claim.
- 14.3 Should 'Forece Majeure' conditions as stated above occur and should the same be notified within seventy two (72) hours after its occurrence, the either party will have the right to terminate the agreement with prior written notice if such 'Forece Majeure' condition continues beyond consecutive ten (10) days. Should either party decide not to terminate the agreement even under such condition, no payment would apply during the 'Forece Majeure' period unless otherwise agreed to.

15.0 TERMINATION :

- 15.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** The Agreement shall be deemed to be automatically terminated on the expiry of duration of the Agreement (or extension, if any, thereof).
- 15.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate the Agreement on account of Force Majeure as set forth herein above.
- 15.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor at any time during the term of the Agreement, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditor or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Agreement and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.
- 15.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 7 (seven) days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

- 15.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:**In case the Contractor's rights and/or obligations under the Agreement and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Agreement.
- 15.6 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Agreement shall be limited to the period up to the date of termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or forbearance after such termination.
- 15.8 Upon termination of the Agreement, the Contractor shall return to the Company all of the Company's items, which are in the Contractor's possession at the time.
- 15.9 Notwithstanding any provisions herein to the contrary, the Agreement may be terminated at any time by the Company on giving 7 (seven) days written notice to the Contractor due to any other reason not covered under the above clauses from 22.1 to 22.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for service charges and other charges as per the Agreement up to the date of termination.
- 16.0 **ARBITRATION:**
- 16.1 The Contractor and the Company shall make effort to resolve amicably by direct informal negotiation any disagreement arising between them under or in connection with the Agreement.
- 16.2 In the event of any disagreement or dispute arising in connection with execution of the Agreement which cannot be settled in an amicable manner between the Contractor and the Company, the matter be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1940 as amended up to date by any statutory modification or re-enactment thereof for the time being in force. Arbitration proceeding will be held in Jodhpur.
- 17.0 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.
- 18.0 General health, Safety and Environment aspects will be as per the terms set forth in **Annexure-B**.
- 19.0 **SET OFF CLAUSE :**
- 19.1 Any sum of money due and payable to the Contractor (including Security Deposit refundable to them) under this or any other Agreement 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 Agreement or under any other Agreement made by the Contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

IN WITNESS where of the parties hereunto set their hand and seals the day and year first above written

Signed in the name and on behalf of :
(CONTRACTOR)

Signature : _____
Name : _____
(Legal Power of Attorney)
In presence of :

Signed in the name and on behalf of :
M/S. OIL INDIA LIMITED
(COMPANY)

Signature : _____
Name : _____
Designation : _____
In presence of :

Signature : _____

Name : _____

Signature : _____

Name : _____

SECTION – II

SCOPE OF WORK / TERMS OF REFERENCE

- 1) The bidder must be a registered firm/society sponsored by Directorate General of Resettlement (DGR) 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.
 - a. Registration Certificate of the firm/society.
 - b. Certificate of Registration of PF/EDLI/ ESI
 - c. Certificate of Registration of Service Tax.
 - d. License/acknowledgment for operation in Rajasthan under PSARA Act
- 2) A copy each of valid registration certificate as above to be submitted in support of their Bids, failing which the offer will be rejected. However, in case the bidder security agency does not have the licence for operation in Rajasthan under PSARA Act on the day of bidding, they will have to submit an undertaking that the agency will obtain and submit the licence/acknowledgment prior to signing of contract.
- 3) The successful bidder(s) will have to deploy requisite number of Ex-Service Men (ESM) (Maximum 60) with three supervisors on advice from OIL, as and when required basis and the payment shall be made by the Company strictly as per actual deployment. The supervisors should be available on mobile throughout the day and night and will be responsible for continuous monitoring of the security staffs. The supervisors will prepare the duty roster as per the advice of representative of Administration Department and will collect attendance on monthly basis from all the posts duly verified by the concerned officer and submit the same to the representative of Administration Department on 1st of next month.
- 4) 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. All the Ex-Servicemen should be less than 55 Years of age.
- 5) 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. Likewise, any of these existing set up may also cease to exist, as and when decided by the Company.
- 6) 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.
- 7) The Ex-Service Men are required to be deployed in three shifts (8 hourly) single basis 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.
 - 8) Every Ex-Service Man (ESM) will be entitled for one paid OFF after completion of 48 hours (8 Hrs X 6 consecutive days) 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
 - 9) 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.
 - 10) The Service Provider will provide suitable replacement towards absenteeism etc. to ensure full staff strength at all time.
 - 11) 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.
 - 12) The Ex-Service Men (ESM) to be deployed by the Service Provider shall be on the roll of service provider's firm/agency and they will not have any right to claim employment from the Company on any ground whatsoever.
 - 13) The Service Provider undertakes to comply with and discharge all obligations/ liabilities under various Labour Laws like Employee's Compensation Act/Employee's Provident Fund & Misc. Provision Act, 1952/Contract Labour (Regulation and Abolition) Act, 1970/Employees' State Insurance Act, 1948/ Minimum Wages Act /The Payment Of Bonus Act, 1965 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.
 - 14) 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.
 - 15) The personnel to be deployed must be well versed with raising alarms, fire fighting and maintenance of proper records etc.
 - 16) The Service Provider shall be responsible to keep his security personnel remain presentable as required as per standards of services undertaken by them. The service provider shall also provide water to the security personnel (posted at far flung areas like

Baghewala, Punam ki Dhani etc.) for their daily use and one search light with required consumables at their own cost.

- 17) 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. Service provider shall not change the security personnel without informing the concern authority. Replacement of security guards should be provided immediately in case of leave or absenteeism. However, in case of sickness, contractor has to deploy a replacement within 2 days failing which a penalty of Rs. 500 per person per day will be deducted from the monthly bill.
- 18) **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 Head (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.
- 19) 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.
- 20) 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
- 21) All service personnel to be deployed against this agreement must have proper Identity Cards with photographs duly attested by the Company's authorized Official. All service personnel should wear their uniform, failing which a penalty of Rs. 100.00 per person per day will be deducted.
- 22) 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.
- 23) 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.
- 24) The successful bidder shall make payment 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.

- 25) The Service Provider, along with their bills/invoice of every month shall submit receipts towards PF deposited ESIC deposit and EDLI deposit against the services provided during the previous month.
- 26) 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.

(End of Section-II)

SECTION - III

SCHEDULE OF RATES / PAYMENT

1.0 The service provider will receive a fixed/flat monthly remuneration/handling charge/service commission towards full and proper performance of their contractual obligations. This handling charge/service commission will be paid by Company to the Service Provider over and above the monthly payment of the service personnel.

2.0 The bidders are required to quote their handling charges as under:

Sl. No.	Description of Service	Unit	Quantity	Rate per month	Total Amount
1	Service Charges for providing of Ex-Servicemen for deployment in various installations/offices of Oil India Limited for security Services for a period of two (2) years	Lump-sum per month	24 months		

3.0 Bidders are requested to quote their rates (in percentage only) towards Contractor Service Charges i.e percentage of total wage component mentioned under Sl No. 01 to Sl No. 11 of the applicable rates for Security Guards and Supervisor as specified under para 8.0 below. The bids will be evaluated on the basis of overall ranking based on the contractors service charges.

4.0 The Service Charges to be quoted by the bidders should not be less than 5% or more than 14% of the total of wage components for Security guards & Supervisor.

5.0 Service provider will deposit Provident Fund against his own PF account and the employer's contribution will be reimbursed against submission of valid documentary proof with next month's invoice. Any other administrative charges will be borne by service provider.

6.0 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 Head (A&ER) of OIL (RP) at Jodhpur on 1st of succeeding month. Payment will be released within one month of receipt of undisputed invoice after necessary deduction, if any.

7.0 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

- 8.0 In addition to the Service charge as quoted above, Company shall reimburse to the Service provider for the wages & other benefits payable to Security guard& Supervisor as applicable from time to time. The applicable rates at present are as under:

i) Rates applicable for Security Guards:

S.No.	<u>Description</u>	<u>UOM</u>	<u>CURRENT Rate (Rs)</u>
1	Basic Wages for Skilled Labour	MONTHLY	8034
2	P.F. @ 12% of Basic+VDA	MONTHLY	964
3	H.R.A @ 20% of Basic+VDA	MONTHLY	1607
4	ESIC @ 4.75% on Basic+HRA	MONTHLY	458
5	Employee Deposit Link Insurance @ 0.5% of Basic+VDA	MONTHLY	40
6	Bonus @ 8.33% of 3500	MONTHLY	292
7	Uniform washing Allowance @ 3% of Basic+VDA	MONTHLY	241
8	Uniform outfit Allowance @ 5% of Basic+VDA	MONTHLY	402
9	Administrative Charges @ 1.11% of Basic+VDA	MONTHLY	88
10	Sub-Total (sum of 1-8)	MONTHLY	12126
11	Relieving Charges (1/6 th of sub-Total)	MONTHLY	2021
12	Total cost per head	MONTHLY	14147
13	Additional hourly rate beyond 8 hrs	HOURLY	77
14	Field Allowance for the person posted in remote/disturb/hazardous area @25% of Basic+VDA	MONTHLY	2008

ii) Rates applicable for Supervisor:

S.No.	<u>Description</u>	<u>UOM</u>	<u>CURRENT Rate (Rs)</u>
1	Basic Wages for Skilled Labour	MONTHLY	10685
2	P.F. @ 12% of Basic+VDA	MONTHLY	1282
3	H.R.A @ 20% of Basic+VDA	MONTHLY	2137
4	ESIC @ 4.75% on Basic+HRA	MONTHLY	609
5	Employee Deposit Link Insurance @ 0.5% of Basic+VDA	MONTHLY	53
6	Bonus	MONTHLY	0
7	Uniform washing Allowance @ 3% of Basic+VDA	MONTHLY	321
8	Uniform outfit Allowance @ 5% of Basic+VDA	MONTHLY	534
9	Administrative Charges @ 1.11% of Basic+VDA	MONTHLY	119
10	Sub-Total (sum of 1-8)	MONTHLY	15740
11	Relieving Charges (1/6 th of sub-Total)	MONTHLY	2623
12	Total cost per head	MONTHLY	18363
13	Additional hourly rate beyond 8 hrs	HOURLY	103
14	Field Allowance for the person posted in remote/disturb/hazardous area @25% of Basic+VDA	MONTHLY	2671

SECTION - IV

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

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

SALIENT ELIGIBILITY CRITERIA: The bidder shall be a Regd. Society with Directorate General of Resettlement (DGR) and with their branch office at Jodhpur. In case bidder does not have any branch office in Jodhpur, the bidder has to submit declaration to establish the same before signing of agreement. The Bidder must have License/acknowledgment for operation in Rajasthan under PSARA Act. However, in case the bidder security agency does not have the licence for operation in Rajasthan under PSARA Act on the day of bidding, they will have to submit an undertaking that the agency will obtain and submit the licence/acknowledgment prior to signing of contract. 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.

A) BID REJECTION CRITERIA (BRC):

(i) Technical :

- 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 sponsored by Directorate General of Resettlement (DGR) and with their branch office at Jodhpur with valid credentials. In case bidder does not have any branch office in Jodhpur, the bidders have to submit declaration to establish the same before signing of agreement. The Bidder must have License/acknowledgment for operation in Rajasthan under PSARA Act. However, in case the bidder security agency does not have the licence for operation in Rajasthan under PSARA Act on the day of bidding, they will have to submit an undertaking that the agency will obtain and submit the licence/acknowledgment prior to signing of contract. 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 last day of month previous to the one in which bids are invited. Bidder should have successfully executed similar works of value as under:
- (i) Three similar completed works each costing not less than the amount equal to Rs 1.60 Crs
- or**
- (ii) Two similar completed works each costing not less than the amount equal to Rs 2.00 Crs

or

(iii) One similar completed work costing not less than the amounts equal to Rs 3.20 Crs

(iv) Financial Turnover: Average Annual financial turnover as per Audited Annual Reports for the last 3(Three) years, ending FY 2013-14, should be at least Rs 1.20 CRs.

1.3 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.

1.4 Commission/Service Charges: The service charges (to be quoted) should not be less than 5% or more than 14% of the total of wage components payable to Security guards & Supervisor.

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: -

i) 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) PAN NO. (Attested copy required)

(x) BANK ACCOUNT NO.

(xi) BANK ACCOUNT TYPE.

- (xii) BANK NAME
- (xiii) BANK ADDRESS
- (xiv) SERVICE TAX REGD.NO. (Attested copy required)
- (xv) 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).

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

(ii) Commercial:

- 3.1 Bidder shall furnish Bid Security along with Bid. Bid Security shall be furnished in the form of Demand Draft/Bank Guarantee from any Nationalized Bank favoring Oil India Ltd. payable at Jodhpur as a part of the Bid in a separate sealed envelope. Any bid not accompanied by 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. Any Bid received after the deadline for submission of bids prescribed by the Company shall be out-rightly rejected.
- 3.3 The Bids and all uploaded documents must be digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 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 (Proforma-II), otherwise the bid will be rejected.
- 3.7 The Bid Documents are not transferable. Offers made by bidders who have not been issued /permitted to download the bid document by 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.

3.12 Bids should be valid for acceptance for a minimum period of 90 days from the Bid Closing date. Bids without this minimum validity period will be summarily rejected.

3.13 **The Integrity Pact is applicable against this Tender.** OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-C** to the Tender Document. This Integrity Pact proforma has been duly signed by OIL's competent signatory. The proforma has to be returned by the Bidder (alongwith their Bid) duly signed by the same signatory who signed the bid i.e., who is authorized to sign the bid. **Bid not accompanied by Integrity Pact Proforma duly digitally signed by the Bidder shall be rejected straightway**

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 **Proforma -I** ; The Compliance statement must be filled up by bidders and to be submitted along with their bids. 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 Successful bidder shall produce following documents at the time of signing of agreement:

- a. Ink Signed copy of the sponsorship letter
- b. Original copy of the empanelment certificate (with photograph and signature of proprietor/Directors)
- c. PSARA Ack./License for Operation in the state of Rajasthan

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 The bids will be evaluated on the basis of overall ranking based on rates quoted against Srl. No. 1 (Service Charges under para 2.0) of the table, under Price Bid Format (Proforma-II). Bidders are requested to quote their rates (in percentage only) against Srl. No. 1 (Contractor Service Charges) of the above table.

3.0 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% and more than 14% of

the total of wage components mentioned under S.No.01 to S.No.11 of the rates applicable for Security Guards & Supervisor shown under para 8.0 of schedule of rates/payment (Proforma-II).

4.0 OIL reserves the right to hire services against the tender from more than one Service Provider. In the event of awarding the Contract to more than 1(one) Contractor work distribution will be in the following manner:

i) For 2 (two) Contractors (In case of 2 acceptable offers):

60% of the requirement will be hired from the lowest (L1) bidder or the senior most Bidder in the list of DGR Sponsorship and the rest 40% will be hired from the second lowest (L2) bidder subject to matching their rates with the lowest (L1) bidder. However, original rates quoted by parties will not be allowed to be increased under any circumstances.

ii) If L2 party refuses to match the rates as mentioned above OIL reserves the right to ask the next lowest bidder(s) to match the rates with L1 bidder.

iii) Notwithstanding the above, in case more than one successful bidder quoted the same rate which is L1, OIL reserves the right to distribute the requirement of Ex-servicemen amongst the bidder quoting the same L1 rate as per the seniority of such bidders as maintained by DGR.

STATEMENT OF COMPLIANCE
(Only exceptions/deviations to be rendered)

We confirm that we have complied/accepted all terms & conditions under this tender except the following:

SECTION NO. (PAGE NO.)	CLAUSE NO. SUB-CLAUSE NO.	COMPLIANCE/ NON COMPLIANCE	REMARKS

(Authorised Signatory)

**Name of the
bidder_____**

NOTE : OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be highlighted as per format provided above and to be submitted along with their Bid. If the proforma is left blank, then it would be presumed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

SCHEDULE OF RATES / PAYMENT

- 2.0 The service provider will receive a fixed/flat monthly remuneration/handling charge/service commission towards full and proper performance of their contractual obligations. This handling charge/service commission will be paid by Company to the Service Provider over and above the monthly payment of the service personnel.

- 2.0 The bidders are required to quote their handling charges as under:

Sl. No.	Description of Service	Unit	Quantity	Rate per month	Total Amount
1	Service Charges for providing of Ex-Servicemen for deployment in various installations/offices of Oil India Limited for security Services for a period of two (2) years	Lump-sum per month	24 months		

- 3.0 Bidders are requested to quote their rates (in percentage only) towards Contractor Service Charges i.e percentage of total wage component mentioned under Sl No. 01 to Sl No. 11 of the applicable rates for Security Guards and Supervisor as specified under para 8.0 below. The bids will be evaluated on the basis of overall ranking based on the contractors service charges.
- 4.0 The Service Charges to be quoted by the bidders should not be less than 5% or more than 14% of the total of wage components for Security guards & Supervisor.
- 5.0 Service provider will deposit Provident Fund against his own PF account and the employer's contribution will be reimbursed against submission of valid documentary proof with next month's invoice. Any other administrative charges will be borne by service provider.
- 6.0 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 Head (A&ER) of OIL (RP) at Jodhpur on 1st of succeeding month. Payment will be released within one month of receipt of undisputed invoice after necessary deduction, if any.
- 7.0 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:
- Beneficiary's name,
 - Bank Account Title
 - Bank Account No.,
 - Bank Name, Bank Branch,
 - Bank Branch Code
 - IFSC Code
 - MICR Code
 - Bank Address
 - Copy of PAN Card
 - Cancelled Cheque
 - Copy of the latest Bank Statement

- 9.0 In addition to the Service charge as quoted above, Company shall reimburse to the Service provider for the wages & other benefits payable to Security guard& Supervisor as applicable from time to time. The applicable rates at present are as under:

iii) Rates applicable for Security Guards:

S.No.	<u>Description</u>	<u>UOM</u>	<u>CURRENT Rate (Rs)</u>
1	Basic Wages for Skilled Labour	MONTHLY	8034
2	P.F. @ 12% of Basic+VDA	MONTHLY	964
3	H.R.A @ 20% of Basic+VDA	MONTHLY	1607
4	ESIC @ 4.75% on Basic+HRA	MONTHLY	458
5	Employee Deposit Link Insurance @ 0.5% of Basic+VDA	MONTHLY	40
6	Bonus @ 8.33% of 3500	MONTHLY	292
7	Uniform washing Allowance @ 3% of Basic+VDA	MONTHLY	241
8	Uniform outfit Allowance @ 5% of Basic+VDA	MONTHLY	402
9	Administrative Charges @ 1.11% of Basic+VDA	MONTHLY	88
10	Sub-Total (sum of 1-8)	MONTHLY	12126
11	Relieving Charges (1/6 th of sub-Total)	MONTHLY	2021
12	Total cost per head	MONTHLY	14147
13	Additional hourly rate beyond 8 hrs	HOURLY	77
14	Field Allowance for the person posted in remote/disturb/hazardous area @25% of Basic+VDA	MONTHLY	2008

iv) Rates applicable for Supervisor:

S.No.	<u>Description</u>	<u>UOM</u>	<u>CURRENT Rate (Rs)</u>
1	Basic Wages for Skilled Labour	MONTHLY	10685
2	P.F. @ 12% of Basic+VDA	MONTHLY	1282
3	H.R.A @ 20% of Basic+VDA	MONTHLY	2137
4	ESIC @ 4.75% on Basic+HRA	MONTHLY	609
5	Employee Deposit Link Insurance @ 0.5% of Basic+VDA	MONTHLY	53
6	Bonus	MONTHLY	0
7	Uniform washing Allowance @ 3% of Basic+VDA	MONTHLY	321
8	Uniform outfit Allowance @ 5% of Basic+VDA	MONTHLY	534
9	Administrative Charges @ 1.11% of Basic+VDA	MONTHLY	119
10	Sub-Total (sum of 1-8)	MONTHLY	15740
11	Relieving Charges (1/6 th of sub-Total)	MONTHLY	2623
12	Total cost per head	MONTHLY	18363
13	Additional hourly rate beyond 8 hrs	HOURLY	103
14	Field Allowance for the person posted in remote/disturb/hazardous area @25% of Basic+VDA	MONTHLY	2671

END OF SECTION-IV

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) (hereinafter called “the bidder”) has submitted his bid dated (Date) for the provision of Labour Contract (hereinafter called “the bid”). KNOW ALL MEN by these presents that we (Name of Bank) of (Name of country) having our registered office at (hereinafter called “the Bank”) are bound unto Oil India Limited (herein after called “Company” in the sum of (.....) * for which payment well and truly to be made to Company, the bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this Day of, 2015.

THE CONDITIONS of this obligation are:

1. If the bidder withdraws his bid during the period of bid validity specified in the Form of Bid;

Or
2. If the bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:
 - fails or refuses to execute the Form of Agreement in accordance with the Instructions to bidders, if required; or
 - fails or refuses to furnish the Performance Security in accordance with the Instructions to bidders;

We undertake to pay to Company up to the above amount upon receipt of its first written demand, without Company having to substantiate its demand, provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date, 150 days after the closing date for submission of bids as stated in the tender document or as extended by you at any time prior to this date, notice of which extension to the bank being hereby waived, and any demand in respect thereof should reach the bank not later than the above date.

DATE: SIGNATURE OF THE BANK:
.....

WITNESS: SEAL:
.....

(Signature, Name and Address)

-
- The bidder should insert the amount of the guarantee in words and figures denominated in the currency of the Company’s country or an equivalent amount in a freely convertible currency.

GENERAL HSE POINTS

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.

INTEGRITY PACT

Between

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

And

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

Preamble :

The Principal intends to award, under laid down organizational procedures, contract/s for Tender No. CJI5968L15. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
1. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

P.C. MAZUMDAR
CHIEF MANAGER (M&C)

For the Principal

For the Bidder/Contractor

Place. Jodhpur.

Witness 1 :

Date 30.09.2014 .

Witness 2 :

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)*

To:(Name of Company

.....)

(Address of Company

WHEREAS (Name and address of Contractor) (hereinafter called “Contractor”) had undertaken, in pursuance of Contract No..... dated to execute (Name of Contract and brief description of the work) (hereinafter called “the Contract”), AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee, now THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee)** (in words) such sum being payable in the type and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of the guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modifications of the terms of the Contract or of the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (.....)** Six months after Contract Completion.

SIGNATURE & SEAL OF THE CONTRACTOR :

Name of Bank :

Address :

:

:

:

Date :

* Bidders are NOT required to complete this form while submitting the bid.

**An amount is to be inserted by the guarantor, representing the percentage of the Contract price specified in the Contract, and denominated either in the currency of the Contract or in a freely convertible currency acceptable to the Company.
