

**MATTER OF ADVERTISEMENT**  
**OIL INDIA LIMITED**  
**(A Government of India Enterprise)**  
**KG BASIN PROJECT, KAKINADA**

OIL INDIA LIMITED (OIL), KG Basin Project invites bids through its e-procurement portal: "<https://etender.srm.oilindia.in/irj/portal>" from experienced indigenous Contractors / Bidders for **e-Tender No. CEI4402P15** for 'Watch & Ward services at OIL's establishments and unskilled labours for warehouse'. For Detailed requirement, Tender fee, EMD, Tender collection date, Tender closing/opening date etc., please visit OIL's website: [www.oil-india.com](http://www.oil-india.com).

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**ऑयल इंडिया लिमिटेड**  
( भारत सरकार का उद्योग ) परिकल्पित कार्यालय: दुर्गाचरण, अमरा  
**Oil India Limited**  
(A Government of India Enterprise) Registered Office: Durgacharan, Amara

**KG Basin Project**  
#Door No.11-4-7,  
Nookalamma Temple Street,  
Ramaraopet,  
KAKINADA-533004, A.P.  
Phone (O) 0884-2302176  
FAX: 91-884-2352383  
Email: kgbasin@oilindia.in

**FORWARDING LETTER**

To,

M/s. ....

.....

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Dear Sir/Madam,

**Sub: OIL's TENDER No. CEI4402P15 FOR PROVIDING WATCH & WARD SERVICES FOR OIL'S ESTABLISHMENTS & UNSKILLED LABOUR FOR WAREHOUSE AT KG BASIN PROJECT, KAKINADA, ANDHRA PRADESH.**

OIL INDIA LIMITED a premier Public Sector Enterprise of Govt. of India engaged in drilling and exploration activities for hydrocarbon invites ON-LINE BIDS from experienced and established firms / contractors meeting the requisite criteria for the subject work under **SINGLE STAGE COMPOSITE BID System** through its e-Procurement site: <https://etender.srm.oilindia.in/irj/portal>.

For your ready reference, few salient points (covered in details in this Bid Document) are highlighted below:

(i)	Tender No.	CEI4402P15
(ii)	Type of Tender	Single Stage Composite Bid
(iii)	Sale of Tender Documents	<b><u>Within working hours from 04.08.2014 to 13.08.2014</u></b>  Application showing full address and e-mail address with Tender Fee (Non-refundable) of <b>Rs. 2,000.00</b> (PSU and SSI Units are exempted) through DD in favour of M/s. Oil India Limited and payable at Kakinada is to be sent to Head-

		Materials (KGB&BEP), Oil India Limited, 11-4-7, Nookalamma Temple Street, Ramaraopeta, Kakinada – 533004. The envelope containing the application for participation should clearly indicate “Request for participation in Tender No. CEI 4402 P15” for easy identification and timely issue of tender document. In case of cash transfer towards procurement of tender document, details are - Bank: State Bank of India, Branch: PBB, Kakinada; Town: Kakinada; Account Name: Oil India Limited; Account No: 31060874558; IFSC Code: SBIN0004244.
(iv)	Bid Closing Date & Time	As per Online Tender
(v)	Bid Opening Date & Time	As per Online Tender
(vi)	Bid Opening Place	GM (KGB&BEP), OIL INDIA LIMITED D.NO.11-4-7; 3RD FLOOR NOKALAMMA TEMPLE STREET RAMARAOPET, KAKINADA-533004, ANDHRA PRADESH
(vii)	Bid Validity	120 (one hundred twenty) days from bid closing date
(viii)	Bid Security Amount	Rs. 1,13,000.00
(ix)	Bid Security Validity	210 days from Bid Closing Date.
(x)	Amount of Performance Guarantee	2.5 % of estimated Contract value and Retention Money @7.5% of running bill.
(xi)	Validity of Performance Security	6 (six) months beyond the date of completion of Contract
(xii)	Duration of the Contract	2 (two) years with provision for extension upto 2 (two) years at the same rates, terms & conditions at the sole option of OIL.
(xiii)	Quantum of Liquidated Damage for Default in Timely Mobilization	1/2 % of estimated total Contract value for delay per week or part thereof subject to maximum of 7.5%
(xiv)	Bids to be addressed to	GM (KGB & BEP), OIL INDIA LIMITED D.NO.11-4-7;3RD FLOOR NOKALAMMA TEMPLE STREET RAMARAOPET, KAKINADA-533004 ANDHRA PRADESH, INDIA

2.0 **Integrity Pact:**

The Integrity Pact as per Appendix-I must be uploaded in OIL's E-procurement portal along with the Techno-commercial bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Any Bid not accompanied by the Integrity Pact digitally signed by the bidder shall be rejected straightway.

3.0 **GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

To participate in OIL's E-procurement tender, bidders should have a legally valid Digital Signature Certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). The digital signature should be of Class 3 digital certificate for the designated individual with organization name. **Bidders must have a valid User ID to access OIL e-Procurement site. Bidder shall request OIL through e-mail or fax or letter alongwith the cost of bid documents for issue of the user ID for accessing the e-Tender. The user ID shall be issued to the eligible bidders on receipt of the requisite cost of bid document through e-mail. In case any bidder is exempted from paying the Tender Fee, the request letter should accompany the supporting documents for issue of the User ID on free of charge basis. Bidders, who do not have a user ID can click on Guest login button to view the available open tenders. The detailed guidelines are available in OIL's e-procurement site.** For any clarification in this regard, bidders may contact OIL.

4.0 **IMPORTANT NOTES:**

Please note that all tender forms and supporting documents are to be submitted on-line through OIL's E-Procurement site only except Earnest money/Bid Security deposited vide Demand Draft/Banker's Cheque/Bank Guarantee which is to be submitted manually in sealed envelope super scribed with tender no. and due date at the office of GM (KGB & BEP), Oil India Limited, D. No. 11-4-7, Nookalamma Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh on or before the scheduled bid opening time and date, otherwise the Bid will be rejected.

Bidders may send their bid security by Registered Post or by Courier Services or drop in the Tender Box placed at the Office on or before the scheduled date of opening of tender. Company shall not be however responsible for any postal delay/transit loss. Timely delivery of the bid security is the responsibility of the Bidder.

A scanned copy of this document should also be uploaded online along with the un-priced Techno-commercial bid documents.

Bids without Bid Security in the manner specified above will be summarily rejected.

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications.

5.0 The tender is invited under SINGLE STAGE-COMPOSITE BID SYSTEM. The bidders shall have to submit both the "TECHNO-COMMERCIAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Techno-commercial Bid should be as per Scope

of Work & Technical Specifications along with all technical related documents related to the tender and the same is to be uploaded in the **Technical RFX Response** Page. Details of prices as per “Price Bidding Format” can be uploaded as Attachment in the attachment link under **Notes and Attachments**’ tab in the main bidding engine of OIL’s e-Tender Portal.

6.0 OIL now looks forward to your active participation against the tender.

Thanking you.

Yours faithfully  
Oil India Limited

(B. Brahma)  
Purchase Officer  
For Head-Materials (KGB&BEP)  
For General Manager (KGB & BEP)

**PART-1**

**INSTRUCTIONS TO BIDDERS**

1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**A. BIDDING DOCUMENTS**

2.0 The services required, bidding procedures and contract terms are prescribed in the Bidding Document. This bidding document includes the following:

(a) A forwarding letter highlighting the following points:

- (i) Oil India Limited's Tender No.
- (ii) Type of Bidding
- (iii) Cost of Bid Document
- (iv) Bid closing date and time.
- (v) Technical Bid opening date & time
- (vi) Price-Bid opening Date & Time.
- (vii) Bid Opening Place
- (viii) The amount of performance guarantee.
- (ix) Duration of Contract

- (b) Instructions to Bidders, (Part-1)
- (c) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC), (Part-2)
- (d) General Terms and Conditions, (Section-I)
- (e) Scope of work, (Section-II)
- (f) Special Conditions of Contract, (Section - III)
- (g) Price Bid Format, (Proforma-A)
- (h) Bid Form, (Proforma-B)
- (i) Certificate of compliance with respect to BRC, (Proforma-C)
- (j) Statement of non-compliance (except BRC), (Proforma-D)
- (k) Performance Security Form, (Proforma-E)
- (l) Contract Form, (Proforma-F)
- (m) Authorization for Attending Bid Opening, (Proforma-G)
- (n) Integrity Pact, (Appendix-I)

2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk & responsibility and may result in rejection of their bid.

**3.0 TRANSFERABILITY OF BID DOCUMENTS:**

3.1 Bid Documents are non-transferable.

3.2 Unsolicited offers will not be considered and will be rejected straightway.

**4.0 AMENDMENT OF BID DOCUMENTS:**

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.
- 4.2 The Addendum will be uploaded in OIL's E-Portal in the 'Technical RFX' page under the tab "Amendments to Tender Documents". Bidders shall also be intimated about the amendments through post/courier or by Fax or e-mail to all prospective Bidders to whom Company has issued the Bid Documents. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. Bidders shall also check OIL's E-portal in the main page as well as the 'Technical RFX' page time to time for any amendments to the bid documents before submission of their bids.

**B. PREPARATION OF BIDS**

5.0 LANGUAGE OF BIDS:

- 5.1 The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English version which shall govern for the purpose of bid interpretation.

6.0 DOCUMENTS COMPRISING THE BID:

- 6.1 The bid submitted by the Bidder must be under Single Stage Composite Bid System and shall comprise of the following components:

**I. TECHNO-COMMERCIAL BID**

- (i) Documentary evidence in accordance with the Bid Rejection Criteria (BRC) as per Part-2.
- (ii) Statement of compliance with respect to BRC as per **Proforma-C**.
- (iii) Statement of non-compliance (except BRC) as per Proforma-D showing the list of deviation taken by the bidder except for the conditions under BRC.
- (iv) Scanned copy of the Bid Security.
- (v) Integrity Pact digitally signed by the Bidder.

**II. COMMERCIAL (PRICED) BID**

- (i) Price Bid Format as provided in Proforma-A.
- (ii) Bid Form as provided in Proforma-B

7.0 BIDDING FORMAT:

- 7.1 The bidder shall complete the Bidding Format as provided vide Proforma-A.

8.0 BID PRICE:

- 8.1 Prices are to be quoted as per the Bidding format vide Proforma-A of the tender document. The rates quoted shall be per unit as specified in the Price Schedule and are to be quoted in figures only.
- 8.2 Price quoted by the Successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

8.3 The quoted rates must be inclusive of all taxes, license/other fees, or any other applicable Govt. levies. Any additional Govt. levies/taxes paid by the contractor due to subsequently enacted law of the Govt., Company will reimburse the same to the contractor against documentary evidence of payment.

9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

9.1 These are listed in Bid Rejection Criteria vide Part-2.

10.0 PERIOD OF VALIDITY OF BIDS:

10.1 Bids shall remain valid for 120 days after the date of bid opening prescribed by the Company.

10.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax or E-mail).

**C. SUBMISSION AND OPENING OF BIDS:**

**11.0 FORMAT AND SIGNING OF BID:**

11.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates [e-commerce application (Certificate with personal verification and Organization Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India(RCAI), Controller of Certifying Authorities(CCA) of India before bid is uploaded.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

11.2 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company may sustain on account thereof. In addition to the above, Bid Security/ Performance Security (as the case may be) will be forfeited and the party shall be debarred for a period of 2(two) years.

- 11.3 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

## 12.0 SUBMISSION OF BIDS

- 12.1 The tender is processed under **Single stage – Composite bid system**. Bidder shall submit the Techno-commercial bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. The Technical Bid is to be submitted as per Terms of Reference / Technical Specifications of the bid documents and Priced Bid as per the Price Bid Format. The Techno-commercial Bid should be uploaded in the "**Technical Rfx Response**" page only. Prices quoted as per Proforma-A should be uploaded as attachment in the attachment link under "Notes and Attachments" Tab. The price bid should not be submitted in physical form which shall not be considered. However, the following documents should necessarily be submitted in physical form in sealed envelope superscribing the "IFB No., Brief Description of services and Bid Closing / Opening date & Time along with the bidder's name and should be addressed to General Manager, KG Basin Project, Oil India Limited, D.No.11-4-7; 3rd Floor, Nookalamma Temple Street, Ramaraopeta, Kakinada-533004 as indicated in the IFB :

- (i) The Original Bid Security along with 2(two) copies.
- (ii) Any other document required to be submitted in original as per bid document requirement.

Documents sent through E-mail/Fax/Telex/Telegraphic/Telephonic will not be considered.

- 12.2 All the conditions of the Contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-D of the bid document and the same should be uploaded along with the Techno-commercial Bid.
- 12.3 Timely delivery of the documents in physical form as stated in Para 12.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Opening Date and Time failing which bid shall be rejected. Company shall not be responsible for any postal delay / transit loss.
- 12.4 E-mail/Fax/Telex/Telegraphic / Telephonic offers will not be accepted.

## 13.0 DEADLINE FOR SUBMISSION OF BIDS:

**No bid can be submitted after the submission dead line is reached. Bids are to be submitted before the Bid Closing Date and Time mentioned in the e-Tender Portal.**

## 14.0 MODIFICATIONS AND CLARIFICATIONS OF BIDS:

- 14.1 Offers or modifications to offers received after the Bid Closing Date and time will not be considered. No unsolicited correspondence after submission of the offer will be taken cognizance of or responded to.
- 14.2 After the opening of the bid, OIL may at its discretion ask the bidder for clarification of its bids. The request for clarification and response shall be in writing

and no change in the price or substance of the Bid shall be accepted. The reply of the bidder should be restricted to the clarifications sought.

15.0 EXTENSION OF BID SUBMISSION DATE:

Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the Bid Closing Date and/or time.

16.0 RETURN OF LATE BIDS:

Bidders are advised in their own interest to ensure that their bids are uploaded and submitted in system before the closing date and time of the bid. The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

17.0 OPENING OF TENDERS:

17.1 Bidder or their authorised representative (only one person per bidder) will be allowed to be present at the time of opening of the Bids. However, a letter must be produced to the Tender Opening Officer at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the tender opening.

17.2 In case of any unscheduled holiday/Bandh on the bid opening date, the Bids will be opened on the next working day. Accordingly, Bid Closing Date / time will get extended up to the next working day.

18.0 EVALUATION AND COMPARISON OF BIDS:

The Company will evaluate and compare the bids as per Bid Evaluation Criteria (Part-2) of the tender document.

**D. AWARD OF CONTRACT**

19.0 AWARD CRITERIA:

The Company will award the Contract to the Contractor whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

20.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

Company reserves the right to accept any bid and to reject any or all bids.

21.0 NOTIFICATION OF AWARD:

21.1 Prior to expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder(s) in writing that his bid has been accepted.

21.2 The notification of award will constitute the formation of the Contract.

22.0 SIGNING OF CONTRACT:

- 22.1 At the same time as the Company notifies the successful Bidder(s) that his Bid has been accepted, the Company will either invite the bidder(s) for signing of the agreement or send the Contract Form provided in the bidding document. The form will be accompanied by the General & Special Conditions of Contract, scope of works, schedules of rates and all other relevant documents.
- 22.2 Within 15 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

23.0 PERFORMANCE SECURITY:

- 23.1 Within 15 days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount specified in the Forwarding Letter in the Performance Security Form (form of Bank Guarantee in the format) as provided in the Bidding Document or demand draft or in any other form acceptable to the Company from a Bank located in India. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.
- 23.2 The performance security specified above must be valid for six (06) months beyond the expiry date of the contract to cover any obligation and to lodge claim, if any. The same will be discharged by Company after the validity period of the performance security. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover the contract value for the extended period and also to extend the validity of the performance security accordingly.

24.0 PAYMENT TERMS:

The bill shall be submitted in triplicate on monthly basis for payment. Payment shall be released within 30 days from the date of receipt of bill if found in order after deducting Income Tax or any other statutory deductions as applicable, penalty liquidated damage, if any , retention money etc.

While submitting monthly bills for payment, the contractor shall furnish an undertaking to the effect that all statutory provisions have been complied with including payment of minimum wages as per the Minimum Wages Act and deduction of PF and ESI (if applicable). He will also state that in case of any labour unrest or dispute or claim arising at any point of time due to non-implementation of any law, rules or regulations for the period, the responsibility shall solely be the contractor and they will resolve the dispute satisfactorily at their cost and risk without any liability on Oil India Ltd under the Workmen's Compensation Act or any other Act (s) applicable.

25.0 LIQUIDATED DAMAGES:

The Contractor shall mobilize their personnel and equipment within the specified time for commencement as mentioned in the notice of award of contract. In the event of the Contractor's default in timely commencement within the stipulated time, the Contractor shall be liable to pay Liquidated Damages at the rate of 0.5% (half percent) of the evaluated value of the Contract for one year, per week or part thereof of delay subject to maximum of 7.5%. Liquidated damages will be reckoned from the stipulated date of commencement as defined in the notice of award of the contract. Company may without prejudice to any other right or remedy available to it to recover damages for breach of contract, recover the liquidated damages as above from the Contractor. This is an agreed genuine pre-estimate of damages duly agreed by the parties.

The Company also reserves the right to cancel the contract without any compensation whatsoever in case of failure to commence services within the stipulated date.

**END OF PART-1**

**PART-2**

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

**1.0. BID REJECTION CRITERIA (BRC):**

The bid shall conform generally to the specifications and terms and conditions given in the Tender Document. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the Scope of Work and Special Conditions of Contract. Notwithstanding the general conformity of the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. **All documents related to BRC must be submitted along with the Bid.**

1.1 The bidder should be registered with Labour Dept. of Government of Andhra Pradesh, holding a valid license under the latest Contract Labour (Regulation & Abolition) Act and should be having valid ESI, EPF Code No., Income-tax Account No., Service Tax No., etc.

1.2 The bidder shall have experience of executing SIMILAR nature of jobs in PSUs / Central Govt./ State Govt. Organizations or Enterprises or reputed private firms / companies during the last 7 (seven) years ending 30.06.2014, either of the following:

i) Three similar completed works each costing not less than Rs. 23.00 lakhs (Rupees Twenty-three lakhs).

OR

ii) Two similar completed works each costing not less than Rs. 29.0 lakhs (Rupees Twenty-nine lakhs).

OR

iii) One similar completed work costing not less than Rs. 45.00 lakhs (Rupees Forty-five lakhs).

Note: "SIMILAR" nature of job means Security/Watch & Ward/Surveillance services/unskilled manpower supply at office/warehouse and residential premises/area.

1.3 Average Annual Financial Turnover as per Audited Annual Reports for the last three accounting years should be at least Rs. 15.20 lakhs (Rupees Fifteen lakhs and Twenty thousand).

1.4 Bidders should furnish adequate documentary evidence proof (as specified below) in support of experience and turnover as mentioned above.

A) For proof of Annual turnover, attested copies of the following documents should be submitted along with the bid:

i) A certificate issued by a practicing Chartered/~~Cost Accountants~~' Firm, certifying the Annual Turnover and nature of business, and

ii) Audited Balance Sheet and Profit and Loss account.

B) For proof of requisite Experience, bidder should submit the following copies of documents along with the bid:

(i) Photocopy of Contract document or work order document showing details of work, and

(ii) Completion Certificate of services provided against the awarded contract.

1.5 Bidders must quote/submit their offer in accordance with Proforma-A. Bids received in any other form will be rejected.

1.6 Bids with inadequate validity will be rejected.

1.7 Any Bid containing a false statement shall be rejected.

1.8 Any Bid received by Company after the deadline for submission of Bids prescribed herein in any form will be rejected.

1.9 The rates quoted by Bidders must be held firm during the term of the contract and not be subjected to any variation except as per the provisions of the contract. Bids with adjustable price terms will be rejected.

1.10 There must be no exception to the following Clauses including sub-clauses, as applicable, otherwise the Bid will be rejected.

- |                                       |                            |
|---------------------------------------|----------------------------|
| - Performance Security Deposit Clause | - Termination Clause       |
| - Tax liabilities Clause              | - Arbitration Clause       |
| - Force Majeure Clause                | - Liquidated Damage Clause |

1.11 No deviation or exception will be accepted in the clauses covered under BRC/BEC.

1.12 Offers received in any form other than as described in this tender document will be rejected.

1.13 Conditional offers will be rejected.

1.14 To determine the substantial compliance of a Bid, Company reserves the right to ask the Bidder for clarification of clauses covered by the BRC/BEC. Such clarifications to ensure compliance with the BRC/BEC clauses must be received on or before the deadline given by Company or the Bid will be rejected.

**NOTE:** If any clauses in the BRC contradict clauses elsewhere in the Bid Document, then the clauses in the BRC shall prevail.

## **2.0 BID EVALUATION CRITERIA (BEC)**

2.1 Bids will be technically evaluated on the basis of the requirements of the tender. The bid should meet the requirements and specifications in the Bid Document.

2.2 Bids conforming to the specifications with required experience criteria, the terms and conditions stipulated in the tender and conforming with the Bid Rejection Criteria will be evaluated to determine the lowest bidder.

- 2.3 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of the percentage (%) of service charge (on the minimum wages payable to the Contractor for deployment of personnel against the proposed Contract) quoted by the bidder. The bidder quoting the lowest percentage of service charge will be considered as successful.
- 2.4 The bidders must quote the **Service Charge** in percentage terms on total value of man-months and OT values only, **where the lower ceiling of the same is fixed as 5%(Five Percent) and the upper ceiling is fixed as 10%(Ten Percent). The percentage value up to two decimal points will only be considered. The bidder quoting below 5% and above 10 % will be summarily rejected.**
- 2.5 In case, if L-1 bidder happens to be more than one, contract will be awarded on the basis of draw of lots.

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**SECTION -I**

**GENERAL TERMS AND CONDITIONS**

1.0 DEFINITIONS:

Following terms and expressions shall have the meaning hereby assigned to them unless the context otherwise requires:

- 1.1 'Contract' means the terms and conditions contained in the document entitled **“WATCH & WARD SERVICES AT OIL’s ESTABLISHMENTS & UNSKILLED LABOUR FOR WAREHOUSE AT KG BASIN PROJECT, KAKINADA, ANDHRA PRADESH”** and the attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 'Contractor' means the individual or firm or body incorporated performing the work under this contract.
- 1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 The 'Work' means each and every activity required for the successful performance of the services described under this contract.
- 1.5 'Operating Area' means the complete area within the compounds of Company's office premises, Guest House and other Company owned and leased accommodations in Kakinada, Andhra Pradesh.
- 1.6 'Site' means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.7 'Contract Price' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.8 'Company's Items' means the equipment, materials and services which are to be provided by Company/Contractor at the expense of Company.
- 1.9 'Contractor's Items' means the equipment, materials and services which are to be provided by Contractor/Company at the expense of the Contractor.
- 1.10 'Commencement Date' means the date on which the Contractor starts work as per the scope of work of the Contract.
- 1.11 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 1.12 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

2.0 EFFECTIVE DATE AND DURATION OF CONTRACT:

- 2.1 The Contract shall become effective as of the date the company notifies the successful bidder(s) that they have been awarded the Contract from and it shall

remain in force for a period of two years from the date of commencement. The Contract may be extended by another two years at the sole option of the Company at the same rates, terms and conditions.

2.2 Subsequent extension of the Contract will be on rates, terms and conditions to be mutually agreed upon between the parties.

3.0 CONTRACTOR'S PERSONNEL:

3.1 Contractor's Personnel - Contractor warrants that it shall provide all manpower for the necessary operations, supervision and execution of all works under this Contract to Company's satisfaction. The personnel to be deployed by the Contractor must be competent and sufficiently experienced to perform the works correctly and efficiently except where otherwise stated.

3.2 Except as otherwise hereinafter provided, the selection, replacement and remuneration of Contractor's personnel shall be determined by Contractor. Such employees shall be the employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient.

3.3 Replacement of Contractor's Personnel- Contractor will immediately remove and replace any of the Contractor's personnel, who in the opinion of Company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by Company to be undesirable.

4.0 GENERAL OBLIGATIONS OF CONTRACTOR:

4.1 It is expressly understood that Contractor is an independent entity and that neither it nor its employees and its sub-contractors, if any are employees or agents of Company. Company is authorized to designate its representative, who shall at all time have access to the related equipment and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative for the time being at site as being in-charge of all Company's and Company designated personnel at site. The Company's representative may, amongst other duties, observe, test and check the work performed by Contractor.

4.2 Compliance with Company's Instructions: - Contractor shall comply with all instructions of Company consistent with the provision of this Contract and perform the works described in the Terms of reference/Scope of Work.

4.3 Except as otherwise provided in the Terms of Reference/Scope of Work and the special conditions of contract, Contractor shall provide experienced and physically fit personnel as required to perform the work.

4.4 Contractor shall perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for successful and timely execution of the work.

4.5 Contractor shall be deemed to have satisfied itself before submitting its bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided herein, cover all its obligations under the contract.

4.6 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

5.0 GENERAL OBLIGATIONS OF COMPANY:

5.1 Company shall, in accordance with and subject to the terms and conditions of the Contract, pay Contractor for its full and proper performance of obligations as per provision of this contract.

5.2 Allow Contractor and its personnel access, subject to normal security and safety procedures, to all areas of Company as required for orderly performance of the work.

6.0 PAYMENT TERMS

As defined under para 24.0 of Part – I.

7.0 LIQUIDATED DAMAGE:

As defined under para 25.0 of Part – I.

8.0 TAXES AND DUTIES

8.1 All taxes whether Corporate or Personnel or any other tax excluding Service Tax will have to be borne by the Contractor. The Contractor will assume all responsibilities in this regard. However, the Company will deduct income tax at source as per Indian Income Tax Act and other taxes as applicable under law.

8.2 The Company will not bear any responsibility nor reimburse any amount in case of duties/taxes actually levied exceeds those taken into account by the Contractor for preparation of priced bid. Nothing in this contract shall relieve the Contractor from its responsibility to pay any tax/duty that may be levied on profits made by him in respect of the contract. The Contractor shall comply with Indian Income Tax Acts, Rules and Labour Laws framed by Central or State Government from time to time.

8.3 Duties and taxes on purchases made by contractor shall entirely be borne by the Contractor. The Company will not bear any responsibility on such purchases.

8.4 Tax levied as per the provisions of tax rules on income derived under this contract will be to Contractor's account.

8.5 Taxes will be deducted at source from all payments released to the Contractor, at specified rates of income tax as per provisions of Indian Tax Act.

8.6 Contractor shall be responsible for and pay the personnel taxes, if any, for all the personnel deployed.

8.7 The Contractor shall furnish the Company, if and when called upon to do, the relevant statements of accounts or any other information pertaining to work done under this contract for submitting the same to Tax Authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated period as per the provisions of the Indian Income tax Act. Company will not assume any responsibility whatsoever towards consequences of non-compliance to above.

8.8 The Contractor will arrange tax audit by competent audit firm as per the provision of Indian Tax Laws and submit a copy of the tax audit report to the Company, if and when asked.

- 8.9 Corporate and personnel taxes on Contractor and their sub-contractor shall be the liabilities of the Contractor and Company shall not be responsible on this account.
- 8.10 All local taxes, levies and duties, sales tax, octroi, excise duty etc. on purchases/sales by the Contractor, its sub-contractor and agents shall be borne by the Contractor.

9.0 SUBSEQUENTLY ENACTED LAWS:

Subsequent to the date of issue of letter of intent/award of Contract, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the Company/Contractor shall reimburse/pay Contractor/Company for such additional /reduced costs actually incurred.

10.0 USE OF COMPANY'S EQUIPMENT:

- 10.1 Contractor shall assume the risk of and shall be solely responsible for damage to and loss or destruction of materials and equipment or supplies furnished by Company. In case there is a loss or damage to the company's equipment for causes attributable to contractor, the contractor shall compensate the company.

11.0 WAIVERS AND AMENDMENTS:

It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

12.0 CONFIDENTIALITY:

- 12.1 Contractor agrees to be bound by professional secrecy and undertakes to keep confidential any information obtained during the conduct of services and to take all reasonable steps to ensure that Contractor's personnel likewise keep such information confidential.
- 12.2 This obligation shall be kept in force even after the termination date and until such information will be disclosed by Company.

13.0 NOTICES:

- 13.1 Any notice given by one party to other, pursuant to the Contract shall be sent in writing or by Fax or E-mail and confirmed in writing to the applicable address specified below:

**COMPANY**  
OIL INDIA LIMITED  
KG BASIN PROJECT,  
D.NO. 11-4-7, 3<sup>RD</sup> FLOOR,  
NOOKALAMMA TEMPLE STREET  
RAMARAOPETA, KAKINADA-533004  
ANDHRA PRADESH  
FAX NO: (91) 884-2352383  
E-MAIL: kgbasin@oilindia.in

**CONTRACTOR**

13.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

14.0 HEADINGS:

The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

**15.0 Assignment and Sub – letting :**

The whole of the work included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer , assign or sublet the Contract or any part or share / thereof / interest therein without the written consent of Oil India Limited. No undertaking shall relieve the Contractor from the full and entire responsibility.

**16.0 Force Majeure :**

16.1 In the event of either of the parties being rendered unable, wholly or in part by force majeure to carry out its obligation under the agreement when entered into, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by fax to, other party as soon as possible, after the occurrence of the clause relied on then the obligations of the party giving such notice so far as they are affected by such force majeure, shall be suspended during continuance of any inability so caused but for no longer period, and such as far as possible be remedied with all reasonable effort.

16.2 The term “Force Majeure” as used herein shall mean “Acts of God” including but not limited to landslides, lightning, earthquake, fires, storms, flood and washouts, strikes, lock-outs or other industrial blockades, insurrection, riots and Govt. Regulations whether of the kind herein enumerated or otherwise, which are not within the control of the party claiming suspension, and which renders performance of the Contract by the said party impossible.

**17.0 SET OFF:**

Any sum of money due and payable to the Contractor (including security Deposit refundable to them) under this or any other contract may be appropriated by the Company and set off against any claim of the Company (or such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor/ with the Company (Or such other person or persons contracting through the Company).

**18.0 Arbitration :**

In the event of any disagreement, dispute arising out of execution of the Contract which cannot be settled in an amicable manner between the successful bidder and Oil India Limited the matter shall be referred to Arbitration. Such arbitration shall be governed by the provisions of the Arbitration and Collection Act. 1996 of India as amended up-to-date or any statutory modification or re-enactment thereof for the time being in force. The venue of the Arbitration shall be Delhi / Kakinada.

**19.0 Termination of the Contract:**

The Company reserves the right to terminate the contract at any time with one month notice in writing. In the event of termination of the Contract, OIL shall pay the Contractor for the work done up to the date of cancellation of the Contract.

**20.0 EMPLOYMENT OF OFFICIAL/PERSONNEL OF THE COMPANY:**

Contractors are advised not to employ serving Company employees without its prior permission. It is also advised not to employ ex-personnel of the Company within the initial two years period after their retirement/resignation/severance from service without specific permission of the Company. Company may decide not to deal with such firm(s)/ Contractors who fail to comply with the advice.

**21.0 Tax Liability:**

All statutory taxes/levies by the Central / State Govt. or other authority from time to time will be borne by the Contractor. Rates/Amounts under this agreement are inclusive of all taxes, royalty, sales tax, VAT etc. but exclusive of Service Tax. In respect of Royalty, the Contractor must submit to the Company - the proof of payment, Short-Term Permit (STP) within 15 days and N.O.C. / N.D.C. from the Mining department before payment of final bill. The rate of Royalty may vary from time to time as per Govt. directives and the same is binding on the Contractor.

**(END OF SECTION-I)**

**SECTION -II**

**SCOPE OF WORK**

**A. Watch and Ward Services:**

1. The Watch & Ward services shall be provided by the Contractor at the Company's Project Office premises, Warehouse, Guest House and Drilling Locations Kakinada, Andhra Pradesh.
2. The Contractor shall ensure round-the-clock high alert watch and ward service for 24 hours a day and all the 7 (seven) days a week to safeguard the premises and assets of the Company. The number of personnel may be increased or decreased depending on requirement. In the event of the Company requiring additional personnel at any particular point of time, the Contractor shall provide the same. In an emergency, the instructions for such requirement will be intimated to the Contractor verbally which is to be confirmed in writing subsequently.
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.
4. Personnel deployed at Office/ Guest House/Drilling Locations shall adhere to the instructions issued by the Company from time to time regarding parking of vehicles in the premises.
5. The contractor shall deploy personnel conforming to the requirement.
6. The personnel deployed by the Contractor should be well trained in firefighting, operating the fire-protection system(s) / equipment(s) and fire extinguishers and providing first-aid.
7. The Contractor shall deploy adequate supervisory personnel to re-ensure that the services are provided to the full satisfaction of the Company.
8. The Contractor shall arrange for proper record keeping of visitors.
9. The Contractor shall regulate incoming and outgoing materials to and from the premises to prevent theft and pilferage.
10. The Contractor shall ensure smooth operation of fire and safety measures.
11. The Contractor shall maintain/arrange special dress, Safety Gadgets and PPE to all employees engaged by you at work site and code for functions, events etc. and also for protocol duty etc.
12. The Contractor shall ensure protection of Company's property, materials, files, records, documents, equipment etc. wherever applicable.
13. The Contractor's personnel shall monitor electric points, switches, lights, Air conditioners, fans etc. for switching off and on, as and when required.
14. The Contractor's personnel shall report any untoward incidents to the proper authority immediately.
15. The Contractor's personnel shall be vigilant for prevention of misuse of water, electricity by switching off light/fan/Air-conditioners after office hours.

**B. Unskilled man-power services for warehouse:**

1. The unskilled man-power services shall be provided by the Contractor at the Company's Warehouse at Kakinada, Andhra Pradesh for regular maintenance of the warehouse and yard and materials stored therein.
2. The Contractor shall ensure smooth supply of the required number of personnel for day-to-day operation of the warehouse. The number of personnel may be increased or decreased depending on requirement. In the event of the Company requiring additional personnel at any particular point of time, the Contractor shall provide the same. In an emergency, the instructions for such requirement will be intimated to the Contractor verbally which is to be confirmed in writing subsequently.
3. Personnel deployed at warehouse shall adhere to the instructions issued by the Company from time to time.
4. The contractor shall deploy personnel conforming to the requirement.
5. The personnel deployed by the Contractor should be well trained in fire-fighting, operating the fire-protection system(s) / equipment(s) and fire extinguishers and providing first-aid.
6. The Contractor shall deploy adequate supervisory personnel to re-ensure that the services are provided to the full satisfaction of the Company.
7. The personnel deployed by Contractor must follow the instructions of Company's representative located at warehouse and office.
8. The Contractor shall ensure protection of Company's property, materials, files, records, documents, equipment etc. wherever applicable.
9. The Contractor's personnel shall report any untoward incidents to the proper authority immediately.
10. The Contractor's personnel shall be vigilant for prevention of misuse of water, electricity by switching off light/fan/Air-conditioners after office hours.
11. The Personals Deployed by you should be given all safety Gadgets and PPE at Your own Cost without Safety Gadgets and PPE any Worker will not be allowed at Worksite.

**END OF SECTION -II**

**SECTION -III**

**SPECIAL CONDITIONS OF CONTRACT**

1. Duration of Contract: The Contract term shall be initially for a period of 2 (two) years. Based on satisfactory performance, the Contract term may be extended for a further period upto another two years at same rates, terms and conditions at the sole option of the Company.
2. The Contractor shall ensure that all his employees observe cleanliness and wear neat and clean uniforms with Identity Cards duly displayed and that they are courteous, polite and prompt while rendering efficient service in their respective areas. The Contractor shall have full control over the guards engaged by him. The Contractor shall give necessary guidance and directions to his staff to carry out the jobs assigned to them.
3. The Contractor shall also be solely responsible for the payment of wages and/or dues to his employees.
4. All liabilities arising out of violation of local laws and/or central laws shall be Contractor's responsibility. The Contractor shall furnish a detailed fortnightly duty chart of his employees and shall keep the Company informed of any change in the list from time to time. The fortnightly duty chart should give the specific names of employees and the respective duties they are required to attend to. A copy of the duty chart shall be displayed by the Contractor on the Notice Board also.
5. The Contractor will provide all material(s) / equipment including Torch, Whistles, Batons and neat and clean summer/winter uniform and protective materials like overcoats, umbrella, etc. required for day to day jobs at his cost.
6. The Contractor shall maintain a register for marking the attendance by the personnel deployed by him, which shall be checked/ verified by Company's representative regularly.
7. Entry in the Office is restricted. The guards on duty at the gates/reception will ensure that only the authorised persons enter after proper verification and intimation from authorized personnel of the Company.
8. The Contractor and the persons employed by him shall not divulge to outsiders any information about the equipment(s) installed, divulge information about the employees of the Company as well as the activities of the Company. The Contractor will also have the responsibility to safeguard Company's moveable and immovable property, besides protecting the environment.
9. The Contractor shall ensure opening and proper locking of all rooms of Company's office. In case of any theft, breakage, pilferage of any fixture and/or fittings, furniture, equipment, etc., the responsibility shall be of the Contractor and he shall report the same to the office. If after a departmental enquiry, it is found that the loss has occurred due to negligence of the contractor's guard/guards on duty, Company will have full right to recover the loss in full or adjust from the dues or security deposit of the Contractor. The decision of Company in this regard will be final and binding on the Contractor.
10. The Contractor will be responsible for protection of Company's property, materials, files, records, documents, equipment etc. wherever applicable. The Contractor

personnel shall monitor electric points, switches, lights, ACs, fans etc. and prevent misuse of water, electricity by switching off light/fan/ ACs after office hours.

11. The Contractor shall regulate incoming and outgoing materials so as to prevent any theft and pilferage.
12. During surprise checks by any authorized officer of the Company, if a particular personnel is found negligent/sleeping/drunk on duty, the Contractor will have to deduct three days wages from the wages of the guard and the Contractor will not be paid by the Company for the same.
13. The Contractor shall make payment of wages etc., to the employees deployed by him by First Week of every month, in the presence of the Company's official, so that there is no disruption on the performance of duties of the deployed persons.
14. The Contractor shall pay wages and maintain deployment pattern/working hours of his employees as per the prevailing Minimum Wages Act/statutory rules. It shall be the responsibility of the Contractor to ensure payment of at least the minimum wages applicable at the place/area of his deployment as per the minimum wages Act.
15. The Contractor shall furnish a list of personnel deployed by the Contractor against the Contract detailing their names, age, qualification, present and permanent address etc.
16. Deployment of any fresh staff in replacement should be only with the prior permission of the Company. The Contractor shall deploy only those whose antecedents have been verified by the Police Authorities/District Sainik Board/Record Officers of the Defense Services.
17. The Contractor shall fully comply with all the applicable laws, rules and regulations relating to EPF Act including the payment of PF contributions, payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI, Contract Labour (Regulation & Abolition) Act relating to certificates of registration, relating to license, relating to issue of employment card and relating to annual returns of the principal employer, Essential Commodities Act, Migrant Labour Act and/or such other Acts or Laws or regulations passed by the Central, State, Municipal and Local Government agency or authority, including TDS as per IT Act, and any other act as may be relevant as applicable to him from time to time. The Contractor should get the requisite clearances by the State Government Authority, wherever required.
18. The Contractor shall be solely responsible for all the claims of his employees and the employees of the Contractor shall not make any claim whatsoever against the Company.
19. The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far as these relate to the compliance of any statutory provisions/obligations. The Contractor shall be responsible for maintaining record pertaining to payment of Wages Act and also for depositing the PF/ESI contributions with authorities concerned and providing proof to the Company.
20. The payments to the staff employed by the Contractor to provide watch and ward services to the Company should be done in the presence of the Company's authorized representative. Further, the Contractor shall maintain all the statutory documents required to be maintained with the principal employer, with the Company.

21. The Contractor or his employees shall not use the premises allotted to him / her for any purpose other than the purposes defined in the Contract and shall not act in any manner as to cause any nuisance or annoyance to the Company.
22. The Contractor or his employees shall not aid or participate or support any anti-institutional activity under any circumstances and shall strictly restrict to the work awarded under the Contract.
23. In the event of a personnel not reporting for duty, alternate arrangements shall be made by the Contractor, immediately without jeopardizing the security of the Company failing which the amount equivalent the wages of the personnel(s) will not be paid and additionally penalty equivalent to the minimum wages of the personnel (s) will be levied on the Contractor.
24. The Contractor or his nominee shall ensure his presence at Company's office at a short notice when required.
25. No residential accommodation will be provided. The Contractor shall properly maintain an account for all the items of furniture, registers, etc. prescribed by the Company.
26. The Contractor shall conduct mock exercise in fire-fighting quarterly at his expenses, so as to keep his staff acquainted with the latest fire-fighting techniques.
27. The Contractor shall engage personnel who are medically fit. They should be free from all infections/diseases. The Contractor shall get his employees medically examined before deploying them against the Contract and once in a year arrange for medical check-up of the personnel and submit medical fitness certificate to the Company.
28. The Contractor shall provide weekly off/holidays to his workmen as per all laws but it will be his responsibility to ensure uninterrupted services on all days on a 24 hours a day and 7 days a week basis. No workman shall be deployed on double duty during consecutive duty timings.
29. The Rates mentioned by us are taken from the circular issued by Ministry of Labour and Employment Central Government and Ratified by RLC(CENTRAL) Hyderabad.
30. The wages will be amended twice in a year (i.e. on 01st April & 1st October) as per the circular issued by Ministry of Labour and Employment (Central) and Ratified by RLC(Central)Hyderabad.
31. The Contractor has to deploy the Personnel as Selected by the Company.
32. The Contractor shall ensure the following:
  - a) No property of the Company of any kind is removed by any official/private person without a proper gate-pass issued by the authorized officials of the Company. The details of all movement (in and out) of materials should be recorded in a register with all details.
  - b) Any loss/damage to goods or property of the Company due to negligence on the part of the personnel of the Contractor shall be made good by the Contractor within 7 days of the date of its communication to him. Non-compliance of the same shall entail forfeiture of the security deposit along with recovery of the loss in part or in full from the dues of the Contractor and/or termination of the Contract.

- c) No report for any loss/damage to property of the Company shall be lodged with police by the Contractor without the written approval of the Company.
33. The Company shall have the right to adopt any measures/set-up a system for ensuring proper performance of duty of personnel deployed by the Contractor, their being in proper uniform, equipped with batons/lathis, torches, whistles, punctuality etc. The number of personnel may be increased or decreased depending upon the workload to be assessed by the Company and intimated to the Contractor.
34. It shall be the duty of the Contractor to remove all the persons deployed by him on termination of the Contract for whatsoever reason and ensure that no person creates any disruption/hindrance/problem of any nature to the Company.
35. The Contractor shall deploy Security Personnel for Watch and Ward at the following Permanent Locations. The deployment of personnel shall be on round-the-clock basis in three shifts of eight (08) hours. The locations are:
- (i) Office Premises
  - (ii) Guest House
  - (iii) Warehouse
  - (iv) Materials Yard


Apart from the above locations, the Personnel may have to be deployed in temporary locations based on operational requirement. The monthly bills shall be processed based on actual deployment to be authenticated by the concerned Sectional Head/Officer-in-charge.

36. The service provider has to submit an undertaking that he will not pay less wages to his employees than what he is getting from the principal employer within first week of month.
37. The Successful tenderer is required to submit documents of any evidence as proof of payment of PF,ESI, for labourers engaged in the preceding month along with the current billing Month.

**(END OF SECTION - III)**

**PROFORMA-A****PRICE BID FORMAT**

**The bidders are required to quote their Percentage of Service Charge excluding applicable Service Tax in the form of percentage in the following Format.**

<b>Sl. No.</b>	<b>Description of Service</b>	<b>UOM</b>	<b>Qty.</b>	<b>Rate (Rs.)</b>	<b>Total for 2 years (Rs.)</b>
1.	Watch and ward personnel for various establishments of OIL (Unskilled) (24 Guards for 24 months)	Man-Month	576	7,680.00	44,23,680.00
2	Unskilled man-power for warehouse(6 nos. every working day)	Man-Month	144	7,680.00	11,05,920.00
6	Overtime beyond 8 working hours(for Srl 5 only)	Hr.	4380	17.40	76,212.00
TOTAL ESTIMATED MINIMUM WAGES FOR 2 YEARS AS PER THE MINIMUM WAGES ACT AND PREVAILING RATES IN THE AREA OF OPERATION					<b>56,05,812.00</b>
Percentage of Service Charge excluding applicable Service Tax <b>[BIDDERS ARE TO ENTER THE % HERE]</b> 					
Total estimated value of the Contract (exclusive of Service Tax)					

**Notes:**

- a) The quoted Service Charge (in percentage on prevailing minimum wages exclusive of PF, ESI, Bonus etc.) will remain firm and free from any escalation during the entire period of the Contract. It includes charges towards all the services under the terms of reference/scope of work of the tender including and not limited to maintenance of the Contractor's Personnel, their uniform, equipments, out of pocket expenses, conveyance etc. and all applicable statutory taxes and duties. **However, the applicable Service Tax shall be payable extra by the Company.**
- b) The Minimum Wages shown above are as per the prevailing rates at Kakinada. The same will be considered as per the applicable rates in the area of operation during actual execution of the Contract.
- c) The Contractor will be paid against services provided by them as per the Scope of Work of the Contract as under:
  - i) Service Charge (in percentage on prevailing minimum wages exclusive of PF, ESI, Bonus etc.).
  - ii) Amount equivalent to Minimum Wages for each person deployed by the Contractor against the Contract at the applicable rates in the area of operation, as per Govt. Notifications, during actual execution of the Contract.
  - iii) Amount equivalent to PF, ESI, Bonus etc. for each person deployed by the Contractor against the Contract as per prevailing statutory guidelines of the Govt. shall be reimbursed to the Contractor on submission of documentary evidence as proof of payment of PF, ESI, for labourers engaged in the preceding month along with the current billing Month.

- d) The bidders must quote the **Service Charge** in percentage terms on total value of man-months and OT values only, **where the lower ceiling of the same is fixed as 5%(Five Percent) and the upper ceiling is fixed as 10%(Ten Percent). The percentage value up to two decimal points will only be considered. The bidder quoting below 5% and above 10 % will be summarily rejected.****
- e) In case, if L-1 bidder happens to be more than one, contract will be awarded on the basis of draw of lots.**

**Signature of the authorised person:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the bidder/contractor:** \_\_\_\_\_

**BID FORM**

**To  
G.M. (KGB & BEP)  
Oil India Limited,  
Door. No. 11-4-7 (3<sup>rd</sup> Floor)  
Nookamma Temple Street  
Kakinada - 533004  
Andhra Pradesh  
India**

Sub: Tender No. : \_\_\_\_\_

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of \_\_\_\_\_ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within ( ) days calculated from the date of award of Contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding \_\_\_\_\_ for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

**Signature of the authorised person:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the bidder/contractor:** \_\_\_\_\_

**CERTIFICATE OF COMPLIANCE WITH RESPECT TO BRC**

We \_\_\_\_\_ (Name of the bidder) hereby confirm that all the conditions given in the Bid Rejection Criteria(BRC) of the Bid document of Tender No. ----- are acceptable to us and we have not made any deviations from the same or put forward any additional condition in our offer in this respect. It is also confirmed that the supporting documents with regard to Eligibility Criteria of the bidder, laid down in the Bid Document are duly submitted in the Envelope 'C' containing the Techno-commercial Bid.

**Signature of the authorised person:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the bidder/contractor:** \_\_\_\_\_

**PROFORMA – D****STATEMENT OF NON-COMPLIANCE**

<b>SECTION NO.</b>	<b>CLAUSE NO./ SUB-CLAUSE NO.</b>	<b>COMPLIANCE / NON-COMPLIANCE -</b>	<b>REMARKS</b>

**Signature of the authorised person:** \_\_\_\_\_**Name:** \_\_\_\_\_**Designation:** \_\_\_\_\_**Seal of the bidder/contractor:** \_\_\_\_\_

**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 indicated as per above format and submit along with their techno-commercial bids. If the proforma is left blank or not submitted, then it would be construed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

**FORM OF PERFORMANCE BANK GUARANTEE**

**To: G.M. (KGB & BEP)  
Oil India Limited,  
Door. No. 11-4-7 (3<sup>rd</sup> Floor)  
Nookamma Temple Street  
Kakinada - 533004  
Andhra Pradesh  
India**

WHEREAS \_\_\_\_\_ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. \_\_\_\_\_ 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 as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we (name and address of the bank) \_\_\_\_\_ (hereinafter called "the Bank") have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) \_\_\_\_\_ in words) (\_\_\_\_\_), such amount being payable in the types 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 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 also agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by the OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the Bank.

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

This guarantee is valid until the date \_\_\_\_\_ (calculated at 6 months after the Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_  
Designation \_\_\_\_\_  
Name of Bank \_\_\_\_\_  
Address \_\_\_\_\_  
Date..... Place \_\_\_\_\_

**CONTRACT FORM**

This contract is made on \_\_\_\_\_ day of \_\_\_\_\_ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. \_\_\_\_\_ (Name and address of Contractor), hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part.

WHEREAS, the Company desires that Services \_\_\_\_\_ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires.

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per **Section- II** attached herewith for this purpose.

WHEREAS, Company issued a firm Letter of Award No. \_\_\_\_\_ based on Offer No. \_\_\_\_\_ submitted by the Contractor against Company's Tender No. \_\_\_\_\_.

WHEREAS, Contractor has accepted Company's Letter of Award vide their letter no. \_\_\_\_\_.

All these aforesaid documents shall be deemed to form and be read and construed as part of this Contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Award and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
2. In addition to documents hereinabove, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
  - (a) Section-I indicating the General Terms & Conditions of Contract,
  - (b) Section-II indicating the Scope of Work,
  - (c) Section-III indicating Special Conditions of Contract
  - (c) Proforma-A indicating the Schedule of rates.
3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Kakinada, Andhra Pradesh, India as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

For and on behalf of  
Contractor (M/s. \_\_\_\_\_)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

**AUTHORISATION FOR ATTENDING BID OPENING**

TO

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

General Manager (KGB&BEP),  
OIL INDIA LIMITED,  
D.NO.11-4-7; 3RD FLOOR  
NOKALAMMA TEMPLE STREET  
RAMARAOPET, KAKINADA-533004  
Andhra Pradesh, India  
Sir,

**Sub: OIL's Tender No. -----**

We authorise Mr. /Mrs. \_\_\_\_\_ (Name and address) to be present at the time of opening of the above Tender due on \_\_\_\_\_ on our behalf.

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder/Contractor:**

**Note:** This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

**INTEGRITY PACT**

Between

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

And

----- hereinafter referred to as “The Bidder/Contractor”

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for services against Tender No. CEI4402P15. 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 Organization “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:-

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.

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.

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 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.

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.

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 cartelization in the bidding process.

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.

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 credibility 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.

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.

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.

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.

A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

#### **Section 4 – Compensation for Damages**

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.

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.

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**

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.

The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

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)**

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.

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.

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.

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.

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.

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.

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.

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**

This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

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.

**for the Principal**

Place .....

Date .....

**for the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

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