



**Oil India Limited**  
**(A Govt. of India Enterprise)**  
**P.O. DULIAJAN, DIST. DIBRUGARH,**  
**Assam, India, PIN-786 602**

**NEF PROJECT**  
**TEL: (91) 374-2807461/62**  
**E-mail: [nef@oilindia.in](mailto:nef@oilindia.in)**  
**Website: [www.oil-india.com](http://www.oil-india.com)**  
**FAX: (91) 374-2801799**

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## **COVERING LETTER**

**M/s.** \_\_\_\_\_

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### **TENDER NO. : CNI4864P15**

**BRIEF DESCRIPTION OF SERVICE:** Hiring of Man-Management Services for Caretaking and Maintenance of OIL's Transit Accommodation-cum-Rest House at Zemabawk in Aizawl, Mizoram

**Dear Sirs,**

- 1.0** OIL INDIA LIMITED (OIL), a Government of India Enterprise and a National oil Company in India is engaged in exploration, production and transportation of crude oil & natural gas having its Headquarters at Duliajan, Assam, which is well connected by Air with nearest Airport at Dibrugarh, 45 km away.
- 2.0** In connection with its drilling and exploration activities for hydrocarbons in the state of Mizoram, Oil India Limited (NEF Project) has established a transit accommodation-cum-rest house at Zemabawk in Aizawl, Mizoram on lease rent basis for operational convenience of its visiting officials in connection with the ongoing drilling operations in Mizoram. The Company now intends to hire Man-Management Services for Caretaking and Maintenance of the said premise including its security for an initial **period of two (2) years** with a provision for further extension on same rates, terms and conditions at the option of Company.
- 3.0** Firm competitive Bids under **Single Stage Composite Bid** System are therefore invited **ONLINE** through its e-Procurement site: <https://etender.srm.oilindia.in/irj/portal> from eligible interested domestic bidders for the aforesaid services as detailed in enclosed ANNEXURE-I. Rates/Prices to be quoted strictly as per ANNEXURE-II. For your ready reference, few salient points (covered in detail in this Bid Document) are highlighted below:

- |        |   |  |
|--------|---|--|
| (i)    | Tender No.  | : CNI4864P15 dated 12.09.2014  |
| (ii)   | Tender Fee  | : INR 2,000.00   |
| (iii)  | Type of Bid   | : Single Stage-Composite Bid.  |
| (iv)   | Bid Closing Date & Time   | : 16.10.2014 at 11:00 Hrs (IST)  |
| (v)    | Bid Opening Date & Time   | : 16.10.2014 at 14.00 Hrs (IST)  |
| (vi)   | Bid Opening Place   | : Office of the General Manager (NEF)<br>NEF Project<br>Oil India Limited<br>Duliajan – 786602, Assam, India |
| (vii)  | Bid Security Amount   | : INR 17,000.00  |
| (viii) | Bid Security to be submitted in original at                     | : General Manager (NEF)<br>NEF Project<br>Oil India Limited<br>Duliajan-786602, Assam, India                 |
| (ix)   | Amount of Performance Guarantee:                                | 2.1 % of the total estimated contract value.   |
| (x)    | Amount of Retention Money                                       | : 7.5% shall be deducted from Contractor's monthly bills.  |
| (xi)   | Mobilization Time   | : Within 15 days from the date of issue of LOA by Company.   |
| (xii)  | Quantum of Liquidated Damage for Default in Timely Mobilization | : 0.5% of the total contract value for delay per week or part thereof, subject to maximum of 7.5%.           |
| (xiii) | Period of Contract  | : Two (2) years with provision for extension.  |

**4.0** Tender Document will not be issued by Company in physical form. The interested Bidders should submit their applications to THE GENERAL MANAGER (NEF), NEF PROJECT, OIL INDIA LIMITED, DULIAJAN – 786602, ASSAM, INDIA showing full address (clearly indicating their e-mail ID) alongwith the non-refundable Tender Fee of INR 2,000.00 (PSUs and SSI Units registered with NSIC/SME are exempted) in favour of OIL INDIA LIMITED and payable at DULIAJAN, between **16<sup>th</sup> September, 2014 and 9<sup>th</sup> October, 2014** during office hours only i.e., one week prior to the scheduled bid closing date. On receipt of application and Tender Fee as above, USER-ID and initial PASSWORD will be communicated to the applicants (through e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal. Vendors who are already having USER-ID (i.e., Vendor Code issued by OIL) can use their existing USER-ID & PASSWORD. However, they will have to submit application and tender fee as above and register themselves against the tender in e-tender portal of OIL to be eligible for participation.

## **5.0 GUIDELINES FOR PARTICIPTION AGAINST E-TENDER:**

- 5.1 The detailed guidelines are available in OIL's e-procurement site (Help Documentation). For any clarification in this regard, bidder may contact Mr. A. J. Sarmah, Sr. Manager (ERP-MM) at [arupsarmah@oilindia.in](mailto:arupsarmah@oilindia.in) or phone: 09954486025 (mob).
- 5.2 For taking part in OIL's e-Tenders, Bidders must have a legally valid digital certificate of Class 3 with Organizations Name as per Indian IT Act from the licensed Certifying Authority operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authority (CCA) of India (<http://www.cca.gov.in>). Bidders must also have a valid USER-ID/Vendor Code (issued by OIL) to access OIL's e-Procurement site for submission of bid. The details of the Tender can be viewed using "Guest Login" in OIL's website **www.oil-india.com** and link to e-procurement portal has also been provided through this website.
- 5.3 The Technical details of the Bid alongwith all related documents should be uploaded under **"Technical RFx Response"** Tab only. Details of Price/rates as per Price Bid Format/Price Bid can be uploaded as Attachment option under **"Notes & Attachments"** tab.
- 5.4 Bids (Techno-commercial/Composite Bid) must be uploaded on-line through OIL's e-Tendering Portal up to **11:00 hrs** (IST) (Server Time) on the bid closing date as mentioned above. The Techno-commercial Bids including the cost details/Price Bid will be opened on the same day at **14:00 hrs** (IST) at the Office of General Manager (NEF), NEF Project, Oil India Ltd, Duliajan, Assam, India in presence of authorized representative of the bidders who choose to attend.
- 5.5 However, if the above mentioned closing / opening day of the tender happens to be a non-working day due to Bandh/Strike etc. or any other reason, the bids will be received and opened on the following full working day maintaining same timing.

## **6.0 BID REJECTION CRITERIA:**

- 6.1 The Bid documents are not transferable. Bids made by parties who did not purchase the tender document in their name from Company shall be rejected.
- 6.2 Bids in the form of physical documents will not be accepted (except the Bid Security and Technical literatures, if any). Bids should be submitted online on/or before the scheduled Bid Closing Date & Time.
- 6.3 The Original Bid Security (hard copy in physical form) must reach the office of The General Manager (NEF) at the above address on or before the scheduled bid opening time and date, otherwise the Bid will be rejected.
- 6.4 The bidder must have an Office in Aizawl, and the detailed mailing address thereof should be categorically furnished in the bid, highlighting the name of contact person, Telephone / Fax / Mobile No. / E-mail etc., without which the offer will be rejected.
- 6.5 The Bidder must be in a position to deploy around fourteen (14) personnel of various categories (skilled/semiskilled/unskilled as per ANNEXURE-I herein) throughout the contractual duration for the intended caretaking, maintenance and security services of OIL's premise at Aizawl uninterruptedly within fifteen (15) days of issue of LOA. The Bidder must categorically confirm the same in their bid.

- 6.6 Bidders are requested to submit their Bids including this Tender Document as a token of acceptance of all terms and conditions of the tender. The offered rates should be quoted in the “Schedule of Service/Rates” given in ANNEXURE-II.
- 6.7 Bid should be kept valid for minimum of 120 days from the date of tender opening.
- 6.8 Bids received after the scheduled bid closing date and time will not be considered and will be returned un-opened.
- 6.0 Bidders should furnish particularly the details of their PAN, VAT Registration, PF Code and Service Tax Registration etc., as applicable, in addition to the following:

- a) **NAME OF BIDDER/FIRM** :
- b) **DETAIL POSTAL ADDRESS** :
- c) **MOBILE / TELEPHONE NO.** :
- d) **E-MAIL ADDRESS** :
- e) **FAX NO (If available)** :
- f) **CONTACT PERSON** :
- g) **VENDOR CODE ISSUED BY OIL (If any)** :

#### **7.0 BID SECURITY:**

Bid Security/Earnest Money of ₹ 17,000.00 (Rupees Seventeen Thousand) only in the form of a Bank Draft/Banker's Cheque drawn in favour of OIL INDIA LIMITED and made payable at Duliajan or a Bank Guarantee from any Scheduled Indian Bank (as per format vide **PROFORMA-I**, enclosed) must be submitted alongwith the bid, failing which the offer will not be considered. In case a Bank Guarantee is furnished by the Bidders towards their Bid Security, the same should be kept valid for five (5) months from the date of scheduled Bid Closing. The Bid Security will be forfeited in full, should any bidder within the period of bid validity withdraw/alter their bid after the schedule bid closing date or fails to furnish Performance Security or fails to undertake the work within agreed time. However, the Bid security/Earnest money will not accrue any interest and the same will be returned to the unsuccessful bidders upon finalization of the tender and to the successful bidder upon receipt of Performance Security from them.

#### **8.0 MOBILISATION AND LIQUIDATED DAMAGES:**

The successful Bidder, on receipt of written agreement/work-order from OIL, shall mobilize their requisite resources within fifteen (15) days to take up the assigned jobs at Company's aforesaid Transit Accommodation-cum-Rest House in Aizawl. Early mobilization will be appreciated by Company. However, in the event of default in mobilization within the agreed period, liquidated damages will be applicable @ 0.50% (half percent) per week of delay or part thereof, subject to maximum of 7.5% of the total contract value.

- 9.0** In the event of receipt of only a single offer within the scheduled bid closing date, Company reserves the right to extend the BC date as may be deemed fit. The Bidder who submitted the bid will not be permitted to revise their quotation during such extended period, if any.
- 10.0 BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.
- 11.0 BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall then be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.
- 12.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** If it is found at any time that, a Bidder/ Contractor has/had furnished fraudulent documents/ information, the Bid Security / Performance Security shall be forfeited and the bidder / Contractor shall be debarred for a period of three (03) years from the date of detection of such fraudulent act, besides legal action.
- 13.0** Oil India Limited reserves the right to cancel this tender and annul the entire tendering process at any time before award of contract without incurring any liability and assigning any reason whatsoever.
- 14.0** Interested Bidders/Service Providers may contact Officials of NEF Project at Duliajan during office hours only to understand the Company's requirement, available facilities and the desired level of services etc., before submitting their bids.
- 15.0** We now look forward to your active online participation against the tender.

Thanking you.

Yours faithfully;  
OIL INDIA LIMITED

(U. N. JENA)  
CHIEF MANAGER (MATERIALS)-NEF  
FOR GENERAL MANAGER (NEF)

Encl. : a/a

**1.0 SCOPE OF WORK:**

- 1.1 The Service Provider shall provide complete care-taking & maintenance services including security of the transit accommodation-cum-rest house premise of Oil India Limited (OIL) at Zemabawk, Aizawl in Mizoram by deploying their personnel to the satisfaction of Company, in consistent with Company standards and instructions issued by appropriate Company officials from time to time. Maintaining the standard, discipline, decorum and honesty will be of prime importance for the personnel to be deployed by the Service Provider.
- 1.2 As envisaged by Company, the Service Provider shall have to engage a total of around fourteen work-persons in various categories as under, including one Supervisor-cum-Caretaker to ensure smooth and efficient functioning /maintenance of the premise, considering the relievers and statutory off days etc. as per law of the land. However, the actual number of personnel required to be engaged and their duty hours to be so decided by the Service Provider/Contractor that the services are made available round the clock to Company without compromising with quality throughout the contract period.
- (i) Supervisor-Cum-Caretaker
  - (ii) Attendant/Helper
  - (ii) Head Cook/Cook
  - (iv) Sweeper
  - (v) Watchman
- 1.3 The Services of Caretaking, Maintenance and Security of Company's Transit Accommodation-cum-Rest House premise at Aizawl will be a 24 hours & seven days a week requirement throughout the contract period, for which the expected work profile of aforesaid categories of work-persons are broadly detailed below, which the Service Provider will ensure and render on round the clock basis.
- (a) **Supervisor-cum-Caretaker:** The Service Provider will have to engage one Supervisor-cum-Caretaker, who will act as the overall in-charge on behalf of the Service Provider for execution of assigned services under the contract. The Supervisor-cum-Caretaker so deployed, should possess sound physical and mental health, having at least 10+2 pass or equivalent educational qualification. He should be capable of maintaining records in English and should be conversant with basic uses of computer. He will be required to maintain inventory of the rest house including soft furnishing, various records/registers as necessary and as may be instructed by Company from time to time and therefore shall devote fulltime (around 10 to 12 Hrs a day) in the premise in connection with overall maintenance and upkeepment. The Supervisor-cum-Caretaker should make himself available over phone/mobile on round the clock basis for any instruction and to take booking of guests/officers from NEF Office at Duliain. Company will not reimburse any cost towards maintenance of such mobile/telephone. The Supervisor-cum-Caretaker should be a self-disciplined person and capable of maintaining due decorum/discipline and coordinating amongst other employees of the Service Provider in the premise for smooth job execution. He should be able to communicate mainly in Hindi language. Additional proficiency in English and other Indian Languages would make his job easy for him.

- (b) **Head Cook & Cook (One Each):** The Service Provider shall engage minimum one Head Cook and one Cook having good culinary expertise/skills for making fresh wholesome meals (tea, breakfast, lunch, snacks and dinner) both vegetarian and Non-vegetarian, for the guests/occupants at their options, in the transit home/rest house on as & when required basis round the clock. Besides aforesaid routine meals, there should be arrangements in place to prepare packed food for the guests to take away while leaving or light snacks/Tiffin for late/odd time arrivals. They must be well versed with Indian cooking and should also be able to prepare Continental & Chinese dishes etc. on order. They should be able to communicate mainly in Hindi language. Additional proficiency in English and other Indian Languages would make their jobs easy for them.
- (c) **Attendants/Helper (3 Nos.):** Helpers to assist the Head Cook/Cook for making meals in terms of cleaning, cutting, chopping of vegetables/meat, making the spices ready and washing of crockery/cutlery/utensils and used plates etc. and to serve food to the guests/Officers. The Service Provider should deploy adequate number of helpers depending upon the occupancy to the satisfaction of guests so that services are not delayed. In addition to above, the Helpers must be engaged in assisting the Care-taker for the purpose of miscellaneous jobs as to be decided by Company's authorized representative(s). Attending the visiting Officials or the Company guests, making of rooms & beds etc. for comfortable stay, keeping/replacing/refilling Towels and Toiletries etc. in the rooms for use of Officers/guests shall be arranged to the satisfaction of guests/occupants.
- (d) **Sweeper (2 Nos.):** Besides maintaining health, hygiene and general cleanliness of the premise, the Service Provider is required to engage Sweepers for regular cleaning (sweeping/mopping with disinfectant and antiseptic) of rooms, bath rooms, toilets etc. on daily basis. The rooms, bathrooms and toilets must be maintained clean & tidy at all times. The duty hours shall be from 7:00 AM to 3:00 PM every day.
- (e) **Watchmen (6 Nos.):** Watchmen/Security personnel to be engaged by the Service Provider on eight (8) hours shift basis to keep watch and ward of the premise/property and to ensure restricted entries. Two (2) watchmen/ Security personnel must be deployed in each shift without fail throughout the contract duration round the clock. Safety & security of the premise as a whole and of the guests/occupants in particular must be accorded due priority by the watchmen/security personnel.
- 1.4 The Service Provider will issue proper uniform/dress as decided and instructed by Company to the work-persons for use at all the time during duty period. The cost of such uniform and shoes for the work-persons shall be borne by the Service Provider within its quoted rates/costs.
- 1.5 Except as otherwise hereinafter stated, the selection, replacement and remuneration of the Service Provider's personnel shall be determined by the Service Provider. Such employees shall be the employees solely of the Service Provider. The Service Provider shall ensure that its personnel will be competent, efficient and honest to carry out the assigned jobs to the satisfaction of Company. Company will not be responsible for any requirement of the personnel to be engaged against this contract. All such requirements including boarding, lodging, local conveyance, insurance and medical expenses etc. of the employees of Service Provider/Contractor shall be the responsibility of the Contractor/Service Provider.

- 1.6 Contractor/Service Provider must ensure that payment to their work-persons deployed under this agreement is made in time at applicable rates which shall in no case be less than the minimum wages for skilled, semi-skilled and un-skilled labourers respectively as per schedule of payment of wages determined by the statutory Government authority, i.e., Secy. to the Govt. of Mizoram, Labour, Skill and Industrial Training Department. The rates to be quoted by the bidder (ref. ANNEXURE-II herein) must remain firm throughout the contractual duration of minimum two (2) years. Therefore, while bidding, bidders must refer to the prevailing minimum wages notified by Mizoram Govt. and also consider in their quote the possible escalation in wage rates during the contract period, if any. Company will not pay/reimburse Contractor for any subsequent revision in wage rates after award of contract.
- 1.7 Contractor/Service Provider will have to abide by the EPF Act-52 and Employee Compensation Act-1923.
- 1.8 The Service Provider will normally not change the working hands without consent of Company's authorized representative. However, the Service Provider must immediately remove and replace any of their personnel, who in the opinion of Company, is incompetent/negligent/of unacceptable behaviour or whose deployment is otherwise considered by Company to be undesirable.
- 1.9 Prior to actual deployment of the personnel under the contract, the Service Provider/Contractor must ensure proper police verification for all of them and submit bio-data with photo identification to Company for record. The Service Provider/Contractor may also issue photo-identity cards to their personnel for their convenience, if considered necessary.

## **2.0 INFRASTRUCTURE:**

The Transit Home-cum-Rest House is currently located at Zemabawk in Aizawl. However, Company reserves the right to shift the establishment to other locations in Aizawl, if situation so demands, at any time during the contractual period and it will be obligatory on the part of the Service Provider to render the care taking services at such new locations. The current premise is a three storied building and broadly consists of the following. However, Company may modify/change the orientation of existing setup and/or add any extra room etc. for its convenience, for which the Service Provider will have no right to object or ask for extra payment whatsoever.

- (i) TV Room/ Recreation Room cum Common Assembly Space.
- (ii) Kitchen & Dining Space
- (iv) Ten (10) numbers of full furnished living Rooms with attached baths & toilets.
- (iii) Extra common Toilets – 4 Nos.
- (iv) Open Parking Space and Terrace
- (v) Electricity and Water Connections
- (vi) Fixtures & Furniture, Crockery & cutleries as per requirement.

## **3.0 CARETAKING AND HOUSE-KEEPING:**

- (a) The Supervisor-cum-Caretaker must report to Company's designated Admin. Officer or his authorized representative on daily basis and collect occupancy details of guests/officials and to receive instructions, if any, with regard to services to be rendered in the Transit home.



- (b) The Service Provider shall render comprehensive care taking services and will take care of complete day-to-day functioning of the Transit House/ Rest House including maintenance of premise, housekeeping, cooking/catering services and marketing requirements etc. as per general guidelines and convenient instructions from the authorities of Company.
- (c) The Service Provider shall provide entire housekeeping services like dusting, dry sweeping and wet mopping as desired, of all the rooms/ common areas using broom, vacuum cleaner, mopper and disinfectant & antiseptic. The cost of these items (mop, broom, phenyl, disinfectants) and toiletry items like soap, shampoo & harpic etc. shall be borne by the Service Provider/Contractor within their quoted cost. Company will not reimburse any such expenditure to the Contractor/Service Provider throughout the contract duration including extension period of contract, if any.
- (d) The Service Provider shall protect/maintain/upkeep the fixtures and furniture, furnishings, fittings & equipments of the transit house-cum-rest house premise at all the time during contractual period. The Service Provider shall also ensure to keep all such items in excellent condition. Such items shall not be taken out of the premises for any reason whatsoever without the consent in writing by authorized official of the Company.
- (e) The Service Provider shall look after administration of laundry services for all the linens of the Transit House-cum-Rest House and will maintain inventory of all such linens etc. The Supervisor-cum-Caretaker will ensure that the Bed Sheets, Pillow Covers, Table Cloths, Cushion Covers, Curtains, Towels and any other cloth materials of Company are washed/cleaned & pressed properly in a regular interval or on need basis. Used/stained/torn-out Bed sheets and towels etc. should not be provided to any guests for use. Proper register must be maintained for the laundry services, which will be verified by Company official from time to time. Laundry expenses will be reimbursed extra at actual by Company to the Service Provider/Contractor alongwith their monthly payment, subject to submission/verification of records/bills.
- (f) The Caretaker will be responsible for taking good care of the premise/ property and keep up-to-date inventory thereof. The Caretaker shall attend emergency during breakdown of electrical power supply, Cable TV, Cooking items, Water supply, Security related matters and urgent medical treatment of guests/occupants etc.
- (g) The Caretaker will provide cleaned linen, soap, toilet items etc. on arrival of guests/officers for their use in the rooms and also arrange for washing/ cleaning. The Supervisor-cum-Caretaker will arrange for all sanitary materials/toiletries etc., the cost of which will be borne by the Contractor/Service Provider within his quoted cost. However, Newspapers/Magazines as to be decided by Company for reading by guests/occupants from time to time will be arranged by the Service Provider but the cost thereof will be paid/reimbursed by Company to the Contractor/Service Provider extra alongwith their monthly payment against bill(s). Monthly subscription/charges for Cable TV Connections will also be reimbursed by Company at actual to the Contractor/Service Provider.

- ## 4.0 CATERING:

- (i) MENU :**

Note : Pickles, Papad and Salad are common for all (Lunch & Dinner) without any extra charge.

(ii) **RATE CHART:**

|                                 |                |
|---------------------------------|----------------|
| Bed Tea with Biscuit            | Complementary  |
| Breakfast                       | ₹ 90/-         |
| Lunch                           | ₹ 165/-        |
| Evening Tea with Snacks         | ₹ 80/-         |
| Dinner                          | ₹ 165/-        |
| <b>TOTAL PER PERSON PER DAY</b> | <b>₹ 500/-</b> |

- (c) The Service Provider shall arrange/serve fresh wholesome meals (tea, breakfast, lunch, snacks and dinner) to the guest or any person authorized by Company as per Company MENU shown above. Meals will be served in the dinning hall, guest rooms or any place authorized by Company. The number of meals will depend upon occupancy and there is no guarantee of minimum number of meals per day.
- (d) The raw materials for meals/snacks and other items as required for consumption of the occupants/guests will be entirely purchased by the Contractor/Service Provider at their cost. The cost thereof must not be included in the quoted rate, but the charges for meals (per meal basis) to be directly settled/collected by the Service Provider from the guests/occupants maximum upto the rates mentioned in the "RATE CHART" under clause No. 4.0 (b) (ii) above at the time of their checking out. Under no circumstance, the Service Provider shall charge more than Company's approved rate as above from any of the guest/occupant, failing which Company reserves its right to recover such amount from Service Provider's monthly payment, besides taking other actions as deemed fit within the provisions of the contract.
- (e) The Service provider shall also make arrangements to provide packed food to the guests, if requisitioned on chargeable basis. Proper packing boxes/aluminium foil etc. should be used for this purpose. The packed food should be prepared dry/non-gravy type for comfortable carrying and per meal rate should not exceed the cost of Lunch or Breakfast (as the case may be) shown in the Rate Chart above.
- (f) The Service Provider shall not prepare or serve any item other than those prescribed in the menu without prior approval of Company. Any change of daily menu, alterations or additions in the service items will require prior approval of Company's Admin. Officer or his authorized representative.
- (g) The Service Provider will also ensure proper storage/upkeepment of crockery/cutlery/stores/beverages/food items etc. in the most hygienic ways and proper inventory to be maintained.
- (h) The Service Provider shall be responsible for day-to-day housekeeping of the kitchen/pantries and maintain them in clean, neat and hygienic condition at all the times during contractual period.
- (i) The Service Provider shall use only the approved cooking medium for preparing food items. The officer(s) as nominated by Company shall check the quality and quantity of ingredients used for cooking from time to time.

- (j) All raw materials/ingredients for cooking (excluding cooking gas which will be provided by Company), Sanitation and Toiletries items like phenol, harpic, Collin spray, Dettol, Soap, Shampoo, oil etc. for use of guests/officers will be provided by the Service Provider as actually required at his own cost. While the food bills will be settled directly by the guest/occupants at the time of checking out, the cost of sanitation & toiletries are included in Service Provider's monthly lump sum rate. However, at times the Service Provider will be required to arrange for refilled cooking gas cylinders at his cost to overcome emergent situations, which will be reimbursed subsequently by Company at actuals, subject to submission of vouchers/bills.

## **5.0 SERVICE CONDITIONS:**

- 5.1 The Service Provider will make payment of wages to the work persons deployed by them for execution of this service agreement. The wages and emoluments for the work persons will not be in any case less than the amount prescribed by statutory authorities from time to time considering Minimum Wages Act etc. Consequences on account of violation of statutory law, rules and regulations in this regard will be solely to Service Provider's account. Company shall in no way be responsible or liable for payment or otherwise in any manner or on any account to the persons engaged by the Service Provider to carry out the services herein mentioned. Further, it shall be the responsibility of Service Provider to comply with all provisions of law relating to engagement of contract personnel, viz; Contract Labour (Regulation & Abolition) Act 1970, Gratuity Act, Industrial Dispute Act 1947, Employees Provident Fund Act, Workmen Compensation Act, Payment of Wages Act, Payment of Bonus Act 1965, Family Pension Scheme, Interstate Migrant Workmen (Regulation of Employment & Condition Service) Act 1979, Income Tax Act, Service Tax Rules or any other Act or statute not hereinabove mentioned but having bearing over engagement of workers directly or indirectly. The Service Provider shall be the employees' Principal Employer for all intents and purposes in relation to their employment. However, in case any violation of statutory law/rules/regulation by the Service Provider is brought to the notice of Company, which amounts for financial claim/penalty, Company will be at liberty to deduct such amount from the Service Provider's monthly bill or from their Security Deposit/Performance Security and furnish the same to the respective statutory authority under reference to the Service Provider.
- 5.2 The Service Provider will have to maintain relevant records of such service hands engaged for execution of the jobs, which may be called for verification by Company in the event of default/failure to render the desired level of services. In the event of failure on the part of Service Provider to perform the duties in the manner as desired and/or does not comply with the contract provisions, Company shall have the right to deduct such amount deemed fit or feel appropriate as penalty. The amount of such deduction will be on pro-rata basis of the value of the contract or otherwise. The decision of Company in this regard will be final and binding on the Service Provider.
- 5.3 The Supervisor-cum-Caretaker should be available everyday throughout the contract period except on special occasions with proper substitution and prior permission of Company authorities. Any unauthorized absence of the Supervisor-cum-Caretaker will attract penalty at lumpsum rate of ₹ 500/- (Rupees Five Hundred) per day or part thereof. Similarly, non-availability of services in any other category as provisioned herein due to unauthorized absence of work person(s) on any day will make the Service Provider liable to pay penalty @ ₹ 300/- (Rupees Three Hundred) per day per person or part thereof.

- 5.3.1 Any replacement/substitution of work-person including the Supervisor-Cum-Caretaker, whether for short duration or for the rest of the contract period, must be made with prior consent of Company's designated Admin Officer. It will be the sole obligation of the Service Provider to ensure that the services are not suffered in any manner due to such replacement/substitution.
- 5.4 The Service Provider shall ensure strict compliance/observance of rules & regulations set by Company for the premise.
- 5.5 The rooms shall always be under the possession of the Service Provider. The keys of the rooms shall remain with the Supervisor-cum-Caretaker who will be responsible for opening and closing of the rooms. However, allotment of rooms/ allocation of guests will be strictly done by Company's designated Admin. Officer and/or his authorized representative only. The Service Provider under no circumstance shall allot room to any other person whosoever of his own.
- 5.6 The Service Provider will not allow/permit/carry out any unauthorized occupation of the rooms and will not carry on or permit/allow others to indulge in any undesirable, unlawful, obnoxious and illegal activities within the premises.
- 5.7 The Service Provider will make available the services of their work persons within the Premise for other activities like hosting Seminars, Meetings, Family gatherings and celebrations/functions of any nature by Company with or without families from time to time as per advice from Company.
- 5.8 The Service Provider shall duly insure all their persons engaged in pursuance of the agreement against accident, sickness, injury, loss of life and agree to indemnify Company against all liabilities in this regard. The Service Provider shall further accept liability and shall indemnify the Company against any liability, claim, proceeding expenses or losses in respect of personal injury of any person.
- 5.9 The Company reserves the right to increase or to reduce the services and consequently the Service Provider would be paid remuneration on pro-rata basis, if possible. Otherwise, the rates of any such additional/reduced services have to be mutually agreed by both parties, prior to execution.
- 5.10 In case of theft, fire, accident etc., the Supervisor-cum-Caretaker must immediately inform all relevant agencies including Company's designated Admin Officer. FIR to be lodged in case of theft from the premise and a copy of FIR to be submitted to Company's Administration Department.
- 5.11 **Termination:**
- (a) If the Company considers that, the performance of the Contractor/ Service Provider is, not as per the scope of the work as specified in the contract, the Company shall notify the Contractor in writing and specify in details the cause. The Company shall have the option to terminate this Contract by giving fifteen (15) 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.

(b) The Company also reserves the right to terminate the Agreement in/for its convenience at any time during the contractual validity. Such notice of termination shall specify that the termination is for the Company's convenience and the exact date on which such termination becomes effective, which shall not be less than seven (7) days from the date of notice. Should Company exercise this right, such termination of convenience will neither call for forfeiture of Performance Security nor the Service Provider will be entitled to any damages or compensation whatsoever, except payment for the services already rendered satisfactorily till the date and time of termination.

5.12 **Settlement of disputes and arbitration:** All disputes or differences whatsoever arising between the parties out of or relating to the work/services, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

5.13 **Set off clause:** Any sum of money due to and payable to the Contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by the Company (OIL) and set off against any claim of the Company (OIL) (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 contract made by the Contractor with the Company (OIL) (or such other person or persons contracting through the Company).

5.14 **Indemnity Agreement:**

5.14.1 The Service Provider agrees to protect, defend, indemnify and hold the Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, costs, liens and judgment of every kind and character, without limit, which may arise in favour of the Service Provider's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations/ services contemplated hereby, regardless of whether or not the said claims, demands or causes of action arise out of negligence or otherwise, in whole or in part, or other faults.

5.14.2 The Company agrees to protect, defend, indemnify and hold the Service Provider harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, costs, liens and judgment of every kind and character, without limit, which may arise in favour of the Company's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations/ services contemplated hereby, regardless of whether or not the said claims, demands or causes of action arise out of negligence or otherwise, in whole or in part, or other faults.

5.15 **Indemnity Application:** The indemnities given herein above, whether given by the Company or the Service Provider shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

## **6.0 DURATION OF AGREEMENT:**

The Contract shall become effective from the date and time as notified by Company through letter of award (LOA) of contract and shall remain valid for an initial period of two years from the date of completion of mobilisation, with a provision for further extension upto maximum one year on same rates, terms and conditions at the option of Company. Any extension thereafter shall be on mutually agreed terms and conditions between the parties. However, Company reserves the right to terminate the agreement early, with written notice of minimum seven days (7), without assigning any reasons whatsoever. The Service Provider will be paid for the period of services rendered to Company's satisfaction prior to such termination, if any.

## **7.0 PERFORMANCE SECURITY:**

Within two weeks of issue of Notification of Award of the Agreement by Company, the successful Bidder (Contractor/Service Provider) shall furnish performance Security to the Company in the form of Demand Draft/Banker's Cheque or Bank Guarantee from a scheduled Indian Bank as per format provided in **PROFORMA-II** of this Bid document. The amount of Performance Security shall be 2.5% (two point five percent) of the total evaluated value of the Agreement. The Performance Bank Guarantee should be so endorsed that it can be invoked at the issuing Bank's branch located in Duliajan (Assam). The proceeds of the Performance Security shall be payable to the Company as compensation or any loss resulting from Service Provider's failure to complete his/her obligations under the Agreement. The Performance Security shall be valid till three (3) months beyond the date of expiry of the Agreement. In the event of further extension of the duration of contract, the Service Provider/Contractor will extend the validity of Performance Security accordingly.

- 7.1 The Performance Security will be returned to the Service Provider after three (3) months of the date of expiry of the Agreement after adjustment of loss/compensation, if any, due to the Company for any reason. The Performance Security shall not accrue any interest. In case of default on the part of the Service Provider, the Performance Security shall automatically stand forfeited in full or in part and the Service Provider shall have no claim on this account whatsoever.

## **8.0 RETENTION MONEY:**

A Retention Money equivalent to 7.5% (seven and half percent) of regular monthly invoiced amount (excluding the cost of reimbursable items) will be deducted from Service Provider's monthly invoice(s)/ bill(s) and the remaining 92.5% amount together with the cost of reimbursable in full will be released by Company. The proceeds of the Retention Money so deducted may also be adjusted by Company towards compensation for any loss resulting from the Service Provider's failure to complete his obligations under the agreement, if any. At the end of the contractual period, Company will return the Retention Money after necessary adjustment as above to the Service Provider. Retention Money will not accrue any interest whatsoever.





**ANNEXURE - II**  
**(CNI4864P15)**

### PRICE SCHEDULE FORMAT

Bidders are requested to quote their all-inclusive rates strictly as per following format for the services detailed in ANNEXURE-I.

| Srl. No. | Particulars  | Quantity  | Unit Rate (per month) (₹) | Total Amount (₹) |
|----------|--|-----------|---------------------------|------------------|
| 1        | Lumpsum Monthly Charges for Man-Management Services towards Caretaking, Maintenance and Security of Transit Accommodation-cum-Rest House at Zemabawk in Aizawl, Mizoram. | 24 Months |                           |                  |

**NOTE:**

1. The Rate quoted above is all inclusive charges per calendar month considering the Scope of Work and Terms & Conditions as detailed in ANNEXURE-I herein above, excluding the reimbursable items.
2. The Service Provider will provide fresh food for the guests/occupants as per Company's standard menu on payment basis, which will be settled by the guest/occupants on the spot at the time of checking out at Company's Fixed Rate only as shown in ANNEXURE-I herein above.
3. Sanitary/toiletry items like phenol, Dettol, harpic, Collin spray, brasso, soap, shampoo & oil etc. will be provided by the Service Provider as required within their quoted cost only.
4. Cost of Newspapers/Magazines, Laundry Services, Refilling of cooking gas cylinders and Cable TV monthly subscription etc. shall be reimbursed extra at actual by Company.
5. All applicable taxes and duties will be to Service Provider's account and the same are included in the quoted lump sum monthly rate above. Applicable PF on wage component of Contractor's personnel shall be entirely to Service Provider's account.
6. Payment to the Contractor/Service Provider will be made on the basis of actual number of days for which services are availed satisfactorily by the Company on pro-rata basis for any part of a month.
7. The above rate shall remain firm throughout the tenure of contract including extension, if any and is not subject to variation on any account whatsoever. Therefore, while quoting, the Bidder must consider the prevailing minimum wage as per notification issued by Govt. of Mizoram and any possible subsequent escalation thereto.

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Tender No.: CNI4864P15

Page 17 of 19

**FORMAT FOR BID SECURITY (BANK GUARANTEE)**

TO,

Oil India Limited  
NEF Project  
Duliajan  
ASSAM - 786602

Whereas (Name of Bidder)..... (hereinafter called 'the Bidder') has submitted their Bid No. .... dated ..... against OIL INDIA LIMITED, NEF PROJECT, DULIAJAN, ASSAM (hereinafter called the Company)'s Tender No. CNI4864P15 for providing services for ..... (hereinafter called 'the Bid').

WE 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 the Company, in the sum of Rs..... for which payment will and truly to be made to the said Company, the Bank binds itself, its successors and assigns by these presents.

Sealed with the said Bank this ..... day of .....,2014.

THE CONDITIONS of this obligation are:

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

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

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Signature & Seal of the Bank

**FORMAT FOR PERFORMANCE SECURITY (BANK GUARANTEE)**

To,

Oil India Limited  
NEF Project  
Duliajan  
ASSAM - 786602

WHEREAS ..... (hereinafter called the Service Provider/Contractor) has undertaken, in pursuance of Contract No. .... dated .../.../..... to provide services for ..... (description of goods and services) hereinafter called the Contract’).

AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider/Contractor shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Service Provider/Contractor’s performance obligations in accordance with the Contract.

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

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

This Guarantee is valid until the ..... day of ....., 2014

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\* The bank should insert the amount of guarantee in words and figures

Date :

Signature of issuing authority of Bank with  
designation seal and seal of the bank.