

**FORWARDING LETTER**

**OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
CONTRACTS DEPARTMENT, DULIAJAN**

**IFB NOTICE NO: CDI5104P15**

OIL INDIA LIMITED invites ON-LINE BIDS from eligible Bidders/Firms for the following mentioned works / services under **SINGLE STAGE TWO BID SYSTEM** through its e-Procurement site:

**DESCRIPTION OF WORK/ SERVICE:**

Supply of Listed I, Listed II and Listed III WCLs for providing Security Services in the operational areas of Tinsukia District for West Zone under Eastern Producing Area(EPA) of OIL INDIA LIMITED for a period of 02 years.

**IFB NO:** CDI5104P15

**Type of IFB:** Single Stage Two Bid System

**Location:** OIL Operational Area in Tinsukia District.

**Contract Period:** 02 (Two) Years.

**BID CLOSING/ OPENING DATE & TIME:**

**Date:** 25.11.2014

**Bid Closing Time - 11:00 HRS**

**Bid Opening Time - 14:00 HRS**

<b>Priced Bid Opening Date &amp; Time</b>	Will be intimated to the eligible bidder(s) nearer the time
<b>Bid Submission Mode:</b>	Bid should be submitted online in OIL's e-Procurement portal
<b>Bid Opening Place:</b>	Office of the: <b>Head-Contracts</b> , Oil India Limited, Duliajan, District- Dibrugarh (Assam) PIN- 786602, Assam
<b>Tender Fee</b>	Rs. 5,000.00/-
<b>Bid Sale date</b>	From 20/10/2014 To 20/11/2014 (upto 15:30 HRS IST)
<b>Bid Validity</b>	180 days from date of opening of bid.
<b>Bid Security Amount</b>	<b>Rs. 1,48,800.00</b>
<b>Amount Of Performance Guarantee</b>	<u>7.5%</u> of One Year Contract Value
<b>Mobilisation Period</b>	Not Applicable.

a) Bid Security deposited vide Demand Draft /Banker's Cheque / Bank Guarantee\*\*

\*\*In case of Bid Security deposited vide Bank Guarantee; it should be valid for 30 days beyond the required bid validity period.

No. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_

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**Original hard copy of (a) should reach the office of HEAD-CONTRACTS on or before 12:45 Hrs (IST) on the Bid Closing date, otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced bid documents.**

b) Bidders to confirm that in the event of the award of Contract will submit Performance Security Deposit @ 7.5% of the one year contract price and this will not earn any interest.

2.0 SEALED ENVELOPES containing the Bid Security shall clearly be marked with the above Tender Number and description of work and addressed to

**HEAD-CONTRACTS  
CONTRACTS DEPARTMENT  
OIL INDIA LIMITED  
Duliajan – 786602  
Assam.**

All bidders shall deposit the requisite BID SECURITY in the form of Demand Draft/Banker's Cheque/ Bank Guarantee in favour of M/s Oil India Limited and payable at DULIAJAN. This BID SECURITY shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 5(a) below. **Bids without BID SECURITY in the manner specified above will be summarily rejected.**

**2.1 Bid should be submitted online up to 11:00:00 HRS (IST) (Server Time) on the date as mentioned and will be opened on the same day at 14:00:00 HRS (IST) at the Office of Head-Contracts in presence of authorized representative of the bidders.**

**3.0 The rates shall be quoted as specified in the "PRICE BID FORMAT" attached just below the "Tendering Text" only under Notes & Attachments tab.**

The bid and all uploaded documents must be Digitally signed using **"Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)]** as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

**The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.**

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee. The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

4.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

5.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their BID SECURITY in full and debarred from participation in future tenders, at the sole discretion of the company and the period of debarment will be 2 (Two) years.

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

6.0 The Bid must be valid for **180 (One hundred & Eighty) days** from the date of opening of the bid. Bids with short validity will be summarily rejected.

7.0 Conditional bids are liable to be rejected at the discretion of the Company.

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

9.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced bid documents.

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

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

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

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

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

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

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

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11.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L's Standard Form of Contract.

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

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

14.0 The successful bidder shall furnish a Performance Security Deposit in the form of Demand Draft / Banker's Cheque / Bank Guarantee as specified above before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Performance Security Money shall not earn any interest.

15.0 **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.

16.0 **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 firm shall be debarred for 2(two) years from the date of default.

17.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

18.0 **The tender will be governed by:**

**Forwarding Letter.**

**Instruction to Bidders**

**BRC-BEC-Bid Rejection Criteria & Bid Evaluation Criteria.**

**Part - I - General Conditions of Contract. (GCC)**

**Part - II - Schedule of Work, Unit and Quantity (SOQ)**

**Part - III - Special Conditions of Contract (SCC)**

**Part-IV-Schedule of company's Plants, Materials and Equipments-**

**Part-V-Safety Measures (SM)**

**Integrity Pact**

**Proforma and Annexures**

**SPECIAL NOTE:**

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

To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** 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>).

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Bidders must have a valid User Id to access OIL e-Procurement site for participation. Bidders can click on **Guest** login button to view the available open tenders in the E-portal.

On receipt of the request with preliminary bidder's details (valid e-mail address, address with PIN code, Telephone No. / Mobile No., OIL Vendor code-if available) and requisite Bid Document Cost/ Tender Fee (Non-refundable); **USER\_ID** and initial **PASSWORD** will be communicated to the bidder through e-mail(e-mail ID as mentioned in the request letter) and will be allowed to participate in the bidding through OIL's E-Procurement portal. No physical tender documents will be provided. Details of NIT can be viewed using "Guest Login" provided in the e-Procurement portal. The link to e-Procurement portal has been also provided through OIL's web site [www.oil-india.com](http://www.oil-india.com). The prescribed Bid Forms for submission of bids are available in the **Technical RfX -> External Area - > Tender Documents**. The general details of tender can be viewed by opening the **RfX [Tender]** under **RfX and Auctions**. The details of items tendered can be found in the Item Data and Attachments and details uploaded under Technical RFX.

In case any bidder is exempted from paying the Bid Document Cost, they should request OIL with supporting documents for issue of the User ID & Password. The detailed guidelines are available in OIL's e-procurement site.

**Please note that all tender forms and supporting documents are to be submitted through OIL's E-Procurement site only except Original Bid Security which is to be submitted in sealed envelope super scribed with tender no. and due date to : The Head Contract, Contracts Department, Oil India Limited, Duliajan-786602.**

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. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

**19.0 The tender is invited under SINGLE STAGE TWO BID SYSTEM. The bidder has to submit both the "TECHNICAL" and "COMMERCIAL" bid through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal.**

**19.1 Please ensure that the Techno-Commercial Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender in the *Technical RfX Response-> User - > Technical Bid* only. The "TECHNO-COMMERCIAL UNPRICED BID" shall contain all techno-commercial details except the prices. Please note that no price details should be uploaded in Technical RfX Response Tab.**

**19.2 The Price Bid rates to be quoted as specified in the "PRICE BID FORMAT" attached just below the "Tendering text" in the attachment option under "Notes & Attachments" of OIL's e-Tender portal. The price quoted in the "PRICE BID FORMAT" will only be considered for evaluation.**

**Please note that no price details should be uploaded in Technical RfX Response Tab. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment link below tendering text in the attachment option under "Notes & Attachments". A screen shot in this regard is given below. Offer not complying with above submission procedure will be rejected.**

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**Please note that no price details should be uploaded in Technical RFx Response, otherwise the offer will be rejected.**

**Display RFx Response:**

Edit | Print Preview | **Technical RFx Response** | Close | Withdraw | Verify

RFx Response Number 60006452    RFx Number TEST2    Status Submitted  
 RFx Owner WIPRO\_TEST1    Total Value 0.00 INR    RFx Response Version 1

RFx Information | Items | Notes and Attachments | Conditions | Summary | Tracking

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

Created E  
 Last Processed C  
 Last Processed E

▼ Partners and Delivery Information

Details Send E-Mail Call Clear

Function	Number	Name	Valid fr
The table does not contain any data			

Go to this Tab **“Technical RFx Response”** for Uploading “Techno-commercial Unpriced Bid”.

Go to this Tab **“Notes and Attachments”** for Uploading “Priced Bid” files.

**On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Unpriced Bid” and “Priced Bid” in the places as indicated above:**

**Edit RFx Response:**

Submit | Read Only | Print Preview | Check | **Technical RFx Response** | Close | Save | Verify signature of Response | Sign Response

RFx Response Number 60006452    RFx Number TEST2    Status Withdrawn    Submission Deadline 13.04.2013 11:00:00 INDIA  
 RFx Owner WIPRO\_TEST1    Total Value 0.00 INR    RFx Response Version Number 2    RFx Version Number 5

RFx Information | Items | Notes and Attachments | Conditions | Summary | Tracking

▼ Notes

Add Clear

Assigned To	Category	Text Preview
The table does not contain any data		

▼ Attachments

Sign Attachment | Add Attachment | Edit Description | Versioning | Delete | Create Qualification Profile

Assigned To	Category	Description	File Name	Version	Processor	Checked
The table does not contain any data						

Bid on “EDIT” Mode

Area for uploading Techno-Commercial Unpriced Bid\*

Area for uploading Priced Bid\*\*

**FORWARDING LETTER**

**Note :**

\* The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details **except the prices**.

\*\* The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on “Sign” to sign the file. On Signing a new file with extension **.SSIG** will be created. Close that window. Next click on Add Attachment, a browser window will open, select the **.SSIG** signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

20.0 **SINGLE STAGE TWO BID SYSTEM** shall be followed for this tender and only the PRICED-BIDS of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.

21.0 **The Integrity Pact is applicable against this IFB:** .OIL shall be entering into an Integrity Pact with the bidders as per format given in the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed & stamped by the bidder’s authorized signatory who sign the Bid.

The name of the OIL’s Independent External Monitors at present are as under:

- i) SHRI N. GOPLASWAMI, I.A.S. (Retd.),  
Former Chief Election Commissioner of India  
E-mail Id: [gopalaswamin@gmail.com](mailto:gopalaswamin@gmail.com)
- ii) SHRI RAMESH CHANDRA AGARWAL, IPS (Retd.)  
Former Director General of Police  
E-mail Id: [rcagarwal@rediffmail.com](mailto:rcagarwal@rediffmail.com)

**NB:** All the Bids must be Digitally Signed using “**Class 3” digital signature certificate with Organizations Name (e-commerce application)** as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

**Bidders should submit their bids explicitly mentioning compliance / non compliance to all the NIT terms and conditions.**

22.0 Please do refer the User Manual provided on the portal on the procedure “How to create Response” for submitting offer.

**HEAD-CONTRACTS**

**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.

**2.0 BIDDING DOCUMENTS**

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

- a) A forwarding letter highlighting the following points
  - (i) Company's IFB No.
  - (ii) Bid closing date and time
  - (iii) Bid opening date, time and place
  - (iv) Bid submission place
  - (v) Bid opening place
  - (vi) The amount of Bid Security
  - (vii) The amount of Performance Guarantee
- b) Instructions to Bidders
- c) BRC /BEC
- d) General Conditions of Contract (**Part-I**)
- e) Schedule of Work, Unit, Quantities, Rates and Prices (**Part- II-SOQ**)
- f) Special Conditions of Contract (**Part-III-SCC**)
- g) Schedule of company's Plants, Materials and Equipments-(**Part-IV**)
- h) Safety Measures (**Part-V-SM**)
- i) Price Bid Format
- j) Integrity Pact**
- k) Proforma & Annexure (if any).

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

**3.0 TRANSFERABILITY OF BID DOCUMENTS:**

3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.

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

**4.0 AMENDMENT OF BIDDING 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 Bidding Documents by the issuance of an Addendum.

4.2 The Addendum will be sent in writing through post / courier / Fax/e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the Technical RFx under the tab



**INSTRUCTIONS TO BIDDERS**

“Amendments to Tender 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-Tender portal [“Technical RFx” under the tab “Amendments to Tender Documents”] for any amendments to the bid documents before submission of their bids.

**5.0 PREPARATION OF BIDS**

5.1 LANGUAGE OF BIDS: 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 translated version, which shall govern for the purpose of bid interpretation.

5.2 DOCUMENTS COMPRISING THE BID: The complete bid should be submitted on-line in the e-portal as **Single Stage Two Bid System**

**6.0 PRICE BID:**

6.1 The bidder shall complete the appropriate Price Schedule furnished in the e-portal.

**7.0 BID PRICE:**

7.1 Prices must be quoted by the bidders, both in words and in figures. In case of any discrepancy between the words and in figures, the prices indicated in words only will be considered.

7.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and will not be subjected to variation on any account.

7.3 Since the tender is invited under SINGLE STAGE TWO BID SYSTEM and as such no price details should be uploaded in Technical RFx Response Tab. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment link below tendering text in the attachment option under “Notes & Attachments”. Kindly refer to the screen shots below.

INSTRUCTIONS TO BIDDERS

**Display RFx Response:**

Edit | Print Preview | **Technical RFx Response** | Close | Withdraw | Verify

RFx Response Number 60006452    RFx Number TEST2    Status Submitted  
 RFx Owner WIPRO\_TEST1    Total Value 0.00 INR    RFx Response Vers

RFx Information    Items    Notes and Attachments    Conditions    Su

Basic Data    Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010    90% against despatch+10% after receipt

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Last Processed E

▼ Partners and Delivery Information

Details    Send E-Mail    Call    Clear

Function	Number	Name	Valid fr
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Go to this Tab “**Technical RFx Response**” for Uploading “Techno-commercial Unpriced Bid”.

Go to this Tab “**Notes and Attachments**” for Uploading “Priced Bid” files.

On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Unpriced Bid” and “Priced Bid” in the places as indicated above:

**Edit RFx Response:**

Submit | Read Only | Print Preview | Check | **Technical RFx Response** | Close | Save | Verify signature of Response | Sign Response

RFx Response Number 60006452    RFx Number TEST2    Status Withdrawn    Submission Deadline 13.04.2013 11:00:00 INDIA  
 RFx Owner WIPRO\_TEST1    Total Value 0.00 INR    RFx Response Version Number 2    RFx Version Number 5

RFx Information    Items    **Notes and Attachments**    Conditions    Summary    Tracking

▼ Notes

Add    Clear

Assigned To	Category	Text Preview
The table does not contain any data		

▼ Attachments

Sign Attachment    Add Attachment    Edit Description    Versioning    Delete    Create Qualification Profile

Assigned To	Category	Description	File Name	Version	Processor	Checked
The table does not contain any data						

Bid on “EDIT” Mode

Area for uploading Techno-Commercial Unpriced Bid\*

Area for uploading Priced Bid\*\*

**Note :**

\* The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details.

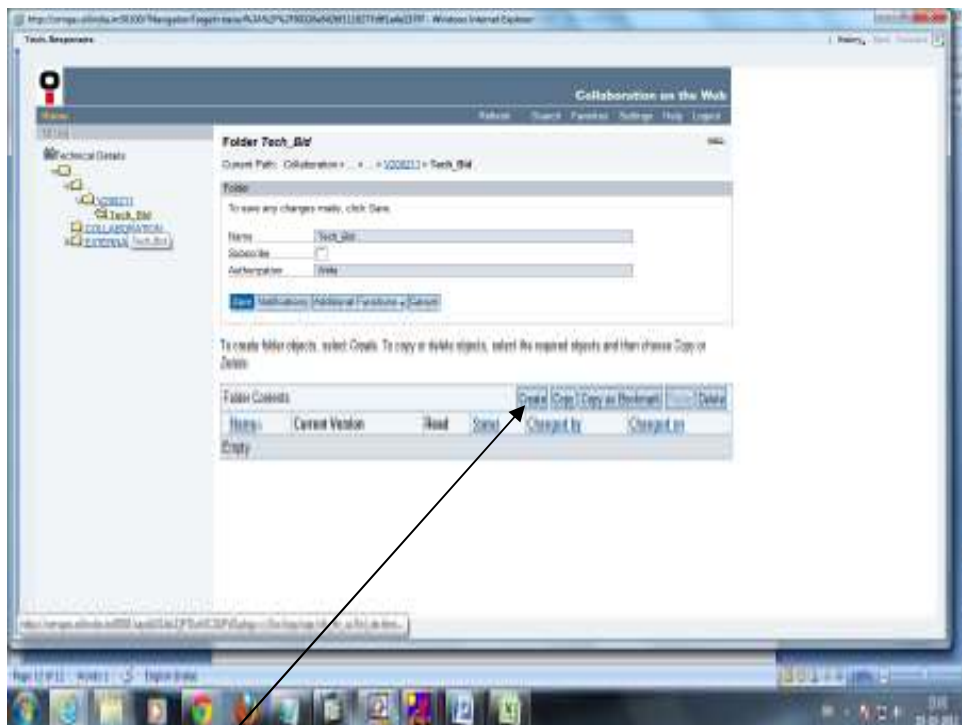
\*\* The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions.

## INSTRUCTIONS TO BIDDERS

7.4 Bidder shall be deemed to have satisfied himself before submitting his 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, cover all its obligations under the contract.

Following screenshots are shown of the procedure for loading the Technical Bid.

**Create Technical Rfx response** .To create Technical Rfx response click on **Technical Rfx Response** , at the top of the Response.(Refer screen shot above).System will redirect you to the C-folder in new window (Screen shot below)



Click on button **Create** to create and upload new document

**INSTRUCTIONS TO BIDDERS**

**8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

8.1 These are as per BEC/BRC.

**9.0 PERIOD OF VALIDITY OF BIDS:**

9.1 Bids shall remain valid for 180 days from the date of bid opening.

9.2 In exceptional circumstances, the OIL 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 (e-mail or by Fax). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

**10.0 FORMAT AND SIGNING OF BID:**

10.1 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed (digitally) by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

**11.0 SUBMISSION OF BIDS.**

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 Organisation 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 to bind the Bidder to the contract. 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 (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

11.2.1 Timely submission of the bids is the responsibility of the Bidder. Bid should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

11.3 E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.

11.4 Bidder shall submit the Bid, duly completed in terms of the Bid Document.

**12.0 DEADLINE FOR SUBMISSION OF BIDS:**

12.1 Bids should be submitted on-line up to **11.00 HRS (IST) (Server Time)** on the Bid Closing date mentioned in the Forwarding Letter.

**INSTRUCTIONS TO BIDDERS**

12.2 No bid can be submitted after the submission date line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

12.3 The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid Closing Date & Bid Security submission Time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

**13.0 LATE BIDS:**

13.1 Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

**14.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

14.1 No bid can be modified / withdrawn subsequent to the deadline for submission of bids.

14.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity *specified by the Bidder on the Bid Form*. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

**15.0 EXTENSION OF BID SUBMISSION DATE:**

15.1 Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date by 2(two) weeks at the sole discretion of the company. However, the bidder whose bid has been received within the bid closing date and time will not be allowed to revise their Bid/prices. Withdrawal of such Bid also will not be permitted.

**16.0 BID OPENING AND EVALUATION:**

16.1 OIL shall open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization letter (**as per Performa-I**) from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend. **In technical bid opening, only "Technical RFx" will be opened. Bidders therefore should ensure that Techno-Commercial bid is uploaded in the "Technical RFx" Tab only and no price should be mentioned anywhere under the Technical RFx.**

16.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

**INSTRUCTIONS TO BIDDERS**

16.3 Bid for which an acceptable notice of withdrawal has been received pursuant to Clause 14.0 above shall not be opened. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

16.4 Bid opening shall be done as detailed in clauses 16.1 and 16.2 above

16.5 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 16.3

16.6 To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

16.7 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

16.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

16.9 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

**17.0 EVALUATION AND COMPARISON OF BIDS:**

17.1 The OIL will evaluate and compare the bids as per Priced Bid Format of the bidding documents.

17.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

**18.0 CONTACTING THE COMPANY:**

18.1 Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 16.6.

18.2 An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

**INSTRUCTIONS TO BIDDERS**

**19.0 AWARD CRITERIA:**

19.1 OIL will award the Contract to the successful Bidder 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 OIL'S RIGHT TO ACCEPT OR REJECT ANY BID:**

20.1 OIL reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for OIL's action.

**21.0 NOTIFICATION OF AWARD:**

21.1 Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered / couriered letter) that its 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 OIL notifies the successful Bidder that its Bid has been accepted, OIL will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

22.2 Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder shall sign and date the contract and return it to OIL. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

22.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by OIL, OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

22.4 The Contractor after signing the formal contract and before issue of Work-order will have to submit documentary evidence (Copy of Insurance Policy and original money receipt of Premium paid) against the workers as mentioned in the Bid document on yearly basis during the contract period or for the full contract period.

22.5 **Mobilization Period:** Nil

**23.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

23.1 If it is found that a bidder has furnished fraudulent information/documents, it shall constitute sufficient ground for annulment of the award and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

**24.0 BID DOCUMENT:**

Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works to be executed under this contract.

**INSTRUCTIONS TO BIDDERS**

**25.0 In the event of awarding contract the Contractor shall have to submit Invoice of Service Tax as per the following Format**

(Format of Invoice (As per Rule 4A (1) of the Service Tax Rule's 1994)

**TAX INVOICE**

Name of the Service Provider.....  
 Address of the Service Provider.....  
 Service Tax Regn. No of the service provider.....

Name & address of the Service Receiver  
Oil India Limited, Duliajan, Assam

Invoice Serial No.....  
 Invoice Date.....

Particulars	Amount (Rs)
Description of the service provided or agreed to be provided (e.g. AMC Bill against Contract No.....for the period.....)	A
Add service Tax 12.36 % on (A) above(In case of taxable value of service is not 100%, then specify the value of taxable service and apply 12.36 % of the qualifying amount) (e.g. if the value of service is only 40%, than service tax should be calculated at 12.36% on 40% of the value declared at (A) above.)	B
Total amount (Including service Tax) (A + B)	C
Less: Service Tax Payable by Oil India Limited under reverse charge	D
Net Bill Amount	E

Signature of Proprietor/partner

\*\*\*\*\*END OF ITB \*\*\*\*\*



**BRC & BEC**

**A) BID REJECTION CRITERIA (BRC):**

**I)** The bids shall conform generally to the terms and conditions given in the bidding documents. Notwithstanding the general conformity of the bid, the following requirement will have to be particularly met by the bidders without which the same will be considered non-responsive and rejected:

i) Bidder must have relevant experience of having successfully completed “**similar works**” with PSUs / Central Govt. / State Govt. Organization in last 7(seven) years from date of bid opening.

- a) Single contract of minimum value of Rs. 1,00, 00,000.00  
OR
- b) Two contracts of minimum value of Rs. 65, 00,000.00 each.  
OR
- c) Three contracts of minimum value of Rs.50, 00,000.00 each.

**Similar nature of job mentioned above means:**

Experience in handling of SECURITY SERVICE CONTRACTS with relevant license (License to engage in the business of Private Security Agency) from an Appropriate Authority under the Private Security Agencies (Regulation) Act, 2005”

- ii) Average Annual financial turnover during the last 3(Three) years, ending 31st March 2013 should be at least Rs. 40,00,000.00
- iii) Bidder must submit all necessary documents related to experience and turnover.

**In case of OIL Contractors providing services of listed/unlisted labours who currently have one or more than one labour contract with OIL and total no. of labours (having key nos) under different contracts of the individual contract is 10 or more, are exempted from submission of documents required by clause (i) & (ii) above. In case of Security Service Contract they have to submit relevant license [(License to engage in the business of Private Security Agency) from an Appropriate Authority under the Private Security Agencies (Regulation) Act, 2005].**

**Documentary Evidence:**

- (1) In case of OIL contractors, copy of Certificate of Completion of Jobs successfully completed, showing gross value of job done. It may be clearly noted that simply mentioning of OIL Contract Number will not be accepted.
- (2) The name of Listed/Unlisted labours with key no. against the contract must be submitted.

**II) DOCUMENTARY EVIDENCE:**

(i) **For proof of Annual Turnover**, any one of the following documents/ photocopies must be submitted along with the bid:-

- a) A certificate issued by a practicing Chartered/ Cost Accountants Firm with membership no. certifying the Annual Turnover and nature of business.
- b) Audited balance sheet and Profit and Loss account.

(ii) **For proof of requisite experience**, any one of the following documents/photocopies must be submitted along with the bid:-

- i) Certificate issued by PSUs / Central Govt. / State Govt. Organization in last 7(seven) years from date of bid opening, showing:
  - a) Gross value of the job done and
  - b) Nature of Job done
  - c) Time period covering as per NIT.

**BRC & BEC**

**III)** Copy of labour license issued by the office of Labour Commissioner, State/Central Govt. for execution of the contract against clause no (I-i)

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

**V)** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed as **Annexure-I** of the bid document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory. The Proforma has to be returned by the bidder (along with the Technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

**B) BID EVALUATION CRITERIA (BEC):**

The bids conforming to the terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

1. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of value quoted for the profit, establishment & handling element (in percentage terms) in Part II – SOQ (Price bid format) of the bidding document.
2. The bidders must quote the profit, establishment & handling element in percentage terms on total value of mandays 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 point will only be considered. The bidder quoting below 5% and above 10 % will be summarily rejected.
3. OIL will not be responsible for delay, loss or non receipt of applications (for bidding documents) sent by mail and will not entertain any correspondence in this regard.
4. Bidders are advised not to indicate any separate discount. Discount if any, should be merged with the quoted offer. Discount of any type indicated separately will not be taken into account for evaluation purpose. However, in the event such offer without considering discount is found to be lowest, OIL shall avail such discount at the time of award of contract
5. In case, if L-1 bidder happens to be more than one, contract will be awarded on the basis of draw of lots.

**C. COMMERCIAL**

**1.0** Bids are invited under Single Stage Two Bid system i.e., Bidders must offer firm rates i.e. only one profit margin (i.e profit, establishment & handling element) in percentage terms to two decimal points between 5.00% and 10.00 % whereas Lower ceiling of profit margin is fixed as 5.00% and Upper ceiling of profit margin is fixed as 10.00%.

**BRC & BEC**

**2.0** Rate (profit margin) quoted by the successful bidder must remain firm during the entire period of the contract and not subject to variation on any account whatsoever. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

**3.0** During the Online submission of the bid, a scanned copy of the Bid Security shall be uploaded as a part of the Technical Bid. The validity period and amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. The Original Bid Security should however be forwarded to office of the “Head-Contracts, Oil India Limited, Duliajan-786602, Assam” which should reach the said office on or before 12.45 Hrs(IST) on the bid closing date, otherwise Bid will be rejected.

**4.0** No bid can be submitted after the submission deadline is reached. The system time displayed on e-procurement web page shall decide the submission deadline.

**5.0** Any Bid received in the form of physical document, Fax/e-mail/Telephonic discussion will not be accepted.

**6.0** Bids must be kept valid for a minimum period of 180 days from the date of scheduled bid closing. Bids with inadequate validity will be rejected.

**7.0** Bidders must quote clearly and strictly in accordance with the Price Bid Format of the bidding document; otherwise the bid will be summarily rejected.

**8.0** The Company also reserves the right to cancel/withdraw the Tender without assigning any reasons to the bidders, for which no compensation shall be paid to the bidder. The bidder must confirm their acceptance to this clause in their respective bids.

**9.0** Bid shall be digitally signed and uploaded by the bidder or his authorized representative, failing which the bid will be rejected.

**D. GENERAL:**

**(i)** In case bidder takes exception to any clause of tender document not covered under BEC/BRC, then the company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by the company. The loading so done by the company will be final and binding on the bidders.

**(ii)** To ascertain the substantial responsiveness of the bid the company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses must be received on or before stipulated day from the date of clarification sought by the company, failing which the bid will be rejected.

**(iii).** In case any of the clauses in the BRC contradict with other clauses of bid document elsewhere, then the clauses in the BRC shall prevail.

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

**E. OTHER DOCUMENTS**

Bidder(s) must also furnish the followings:

- 1) NAME OF FIRM
- 2) DETAIL POSTAL ADDRESS
- 3) TELEPHONE NO.(If available)
- 4) MOBILE NO.
- 5) Valid E-MAIL
- 6) FAX No.(If available)
- 7) CONTACT PERSON
- 8) CONTACT PERSON'S CONTACT NO.
- 9) PAN ( Self Attested copy required)
- 10) BANK ACCOUNT NO.
- 11) BANK ACCOUNT TYPE.
- 12) BANK NAME
- 13) BANK ADDRESS
- 14) SERVICE TAX REGD.NO. ( Self Attested copy required)
- 15) P.F.CODE NO. ( Self Attested copy required)
- 16) VENDOR NO. (IF AVAILABLE)

**PART-I**  
**GENERAL CONDITIONS OF CONTRACT(GCC)**  
**OIL INDIA LIMITED**  
**(A Govt. of India Enterprise)**  
**Contracts, Duliajan**

**DESCRIPTION OF WORK/SERVICE:**

Supply of Listed I, Listed II and Listed III WCLs for providing Security Services in the operational areas of Tinsukia District for West Zone under Eastern Producing Area(EPA) of OIL INDIA LIMITED for a period of 02 years.

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

**WITNESSETH:**

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

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

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

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

3. In addition to the Company's Engineer/Officer shall have power to:

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

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

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

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

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

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

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

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

i) The Mines Act.1952 & Rules framed there under.

ii) The Minimum Wages Act, 1948.

iii) The Employee's Compensation Act, 1923.

iv) The Payment of wages Act, 1936.

v) The Payment of Bonus Act, 1965.

vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.

viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.

ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.

x) AGST Act.

xi) Service Tax Act.

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work.

**GCC**

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

"The duration of the contract shall be **104 weeks** from the commencement date mentioned in the work order."

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

9. The tendered all-inclusive Price (i.e. the Contract price) is Rs.(xxxxxxxx) but the Company shall pay the Contractor only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.**[Please don't fill up, Contract Price will be filled up during awarding the Contract]**

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

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

12. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours notice in writing to the Contractor and in the event of Company's so doing the Clause no.5 here of shall prevail and the accounts between the parties will be in accordance therewith finalised.

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

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

15. The amount of the contract specified in the contract is all inclusive but exclusive of service Tax.

15(A).**TAXES**: Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.

15(B).**Subsequently Enacted Laws**: Subsequent to the date of issue of letter of award 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.

**GCC**

16. There will be no increase in profit/establishment/handling amount during the currency of the contract on account of enhancement of unit rates of the items for any reason.

17. The Contractor shall deploy identified Listed WCLs as shown/mentioned in Part II & Part III, in all works.

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

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

**20. Special Conditions**

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

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

c) Service Tax will be reimbursed wherever applicable.

**21. SPECIAL INSTRUCTION**

**[A] Listed –I WCLs shall be entitled to the following wages and benefits:**

(a) Wages: A total amount of Rs.700.56 per day shall be paid to the Listed-I WCLs, which includes basic & all allowances.

(b) Provident Fund (PF): OIL shall directly discharge the responsibility for deduction of PF amount from the wages of contract workers and depositing the same with the PF authorities.

(c) Holidays: In addition to the 09 (Nine) paid holidays viz Republic Day, Independence Day, Mahatma Gandhi's B'day, Bohag Bihu, Durga Puja, Magh Bihu, Ganesh Puja, Diwali & Kati Bihu admissible to the listed WCLs, any other holiday(s) as and when declared under the Negotiable Instrument Act shall also be admissible to the listed WCLs as paid holidays.

(d) Leave with wages: A total numbers of 18 (eighteen) days in a calendar year shall be admissible to the Listed WCLs as leave with wages, which is to be extended by the contractors.

(e) Wages on Rest days: Intervening national & festival holidays shall be deemed to be the working days for the purpose of calculation of six consecutive working days to be eligible for the weekly rest day wages. However these listed WCLs will not be paid for such holiday except as admissible under Clause (d) above.

(f) Overtime allowance: Overtime allowance shall be paid to the listed WCLs as and when they are made to work on overtime beyond 08(Eight) hours a day.

(g) Annual Increment: 2% annual increment of basic pay from 1<sup>st</sup> January of each year.



**GCC**

(h) Casual Leave: 07(Seven) days Casual Leave with wages per annum in a calendar year shall be admissible to the listed WCLs which cannot be combined with leave with wages.

**[B] Listed WCLs – II, shall be entitled to the following wages and benefits.**

(a) Wages: A total amount of Rs.673.35 per day shall be paid to the Listed-II WCLs, which includes basics & all allowances.

(b) Annual Increment: These Listed-II WCLs will be entitled for 2% annual increment of basic Pay from 1<sup>st</sup> January of each year.

(c) Provident Fund: The responsibility for deduction of PF and depositing the same along with employers' contributions with the PF authorities shall be directly discharged by Oil India Limited.

(d) Holidays : In addition to the 09 (Nine) paid holidays viz Republic Day, Independence Day, Mahatma Gandhi's B'day, Bohag Bihu, Durga Puja ,Magh Bihu, Ganesh Puja, Diwali& Kati Bihu admissible to the listed WCLs , any other holiday(s) as and when declared under the Negotiable Instrument Act shall also be admissible to the listed WCLs as paid holidays.

(e) Leave with wages: A total no. of 18 (Eighteen) days in a calendar year shall be admissible to these unlisted WCLs as leave with wages which is to be extended by the contractor.

(f) Overtime allowance: Overtime wages shall be paid to these Listed-II WCLs as per rules, as and when they are made to work on overtime.

(g) Weekly Rest Day Wages: The intervening national and festival holidays shall be deemed to be the working days for the purpose of calculation of six consecutive working days in order to be eligible for the weekly rest day wages, provided the contract labourer concerned is present on other working days of the week.

(h) Casual Leave: 07(Seven) days Casual Leave with wages per annum in a calendar year shall be admissible to the listed WCLs which cannot be combined with leave with wages.

**[C] Listed WCLs – III, shall be entitled to the following wages and benefits.**

(a) Wages: A total amount of Rs.476.50 per day shall be paid to the Listed-III WCLs, which includes basics & all allowances.

(b) Annual Increment: These Listed-III WCLs will be entitled for 2% annual increment of basic Pay from 1<sup>st</sup> January of each year.

(c) Provident Fund: The responsibility for deduction of PF and depositing the same along with employers' contributions with the PF authorities shall be directly discharged by Oil India Limited.

(d) Holidays: In addition to the 09 (Nine) paid holidays viz Republic Day, Independence Day, Mahatma Gandhi's B'day, Bohag Bihu, Durga Puja ,Magh Bihu, Ganesh Puja, Diwali& Kati Bihu admissible to the listed WCLs , any other holiday(s) as and when declared under the Negotiable Instrument Act shall also be admissible to the listed WCLs as paid holidays.

**GCC**

(e) ) Leave with wages: A total no. of 18 (Eighteen) days in a calendar year shall be admissible to these Listed-III WCLs as leave with wages which is to be extended by the contractor.

(f) Overtime allowance: Overtime wages shall be paid to these unlisted WCLs as per rules, as and when they are made to work on overtime.

(g) Weekly Rest Day Wages: The intervening national and festival holidays shall be deemed to be the working days for the purpose of calculation of six consecutive working days in order to be eligible for the weekly rest day wages, provided the contract labourer concerned is present on other working days of the week.

(h) Casual Leave: 07(Seven) days Casual Leave with wages per annum in a calendar year shall be admissible to the listed WCLs which cannot be combined with leave with wages.

[D] BONUS: Contractor shall have to pay yearly bonus @12% of wages to the WCLs subject to a maximum wage ceiling of Rs. 3500/- per month per WCL i.e. maximum of Rs. 5040/- per year per WCL on company's advice which will be reimbursed by the company on submission of documentary evidence. **However, the contractor will be paid 2% as handling charge for disbursing the bonus.**

[E] Contractor shall obtain Group Insurance Policy for payment of compensation under applicable statutory Employee's Compensation Act, 1923(Amended in 2009) covering all the WCLs deployed under their contract. The sum insured under the insurance policy in respect of individual WCLs should be as per the amount of compensation payable under the provision of the Employee's Compensation Act, 1923(Amended in 2009). The premium will be reimbursed to the contractor by the company on production of documentary evidence.

[F] Medical Examination: All the identified WCLs who are engaged through contracts need not undergo Periodic Medical Examination (PME) except those who would be deployed in the mines once in 05 years for workers below 50 years and once in 03 years for workers above 50 years. However, there will be an option available with the user departments to ask the labours deployed in other than mines also to undergo PME. Rs. 2460/-(Two Thousand Four Hundred & Sixty) will be reimbursed against each Listed WCL to the Contractor as Cost incurred towards the PME on submission of the required documents.

The Periodic Medical Examination (PME) will include the following:

- General Medical Examination
- Physical Examination to include systemic examination of all the system
- Laboratory Examination which includes:
  - Blood RE
  - Urine RE/ME
  - FBS
  - PPBS
  - S.Creatinine
  - S. Urea
  - Lipid Profile
  - X-Ray(PA View Chest)
  - ECG
  - Lung Function Test
  - Audiometry
  - Stool RE/ME
  - Modified 'O' Form

After the PME results of the labours are available, the following conditions will govern the PME results:

During the course of investigations (PME), if any labour is found to be suffering/detected of any disease(s), there will be no liability on the part of the Company for treatment.

If case any labour is declared unfit after the PME, the concerned labour will be dealt according to the provisions of the applicable MOS.

22. BILLING CYCLE: Payment will be on monthly basis and the billing cycle will be 21<sup>st</sup> day of the preceding month to 20<sup>th</sup> day of the current month. The contractor will be required to submit his bills to Head of controlling department latest by 22<sup>nd</sup> of the current month and should release the payment by 7<sup>th</sup> of the subsequent month.

23. ISSUE OF WAGE SLIP: Contractor will issue wage slip to their listed / unlisted WCLs for the billing month along with the wages indicating wages paid and applicable deductions like P.F. etc.

24. Contractor shall ensure that the applicable wages are disbursed to their identified Listed-I, Listed-II & Listed-III WCLs and documentary evidence in the form of statutory payment of wages sheet should be submitted to Head of controlling department within 15<sup>th</sup> of each month.

25. Contractors will make payment to the labours latest by 7<sup>th</sup> of the following month in presence of departmental representatives of Principal Employer who shall certify the Register of Wages maintained by the contractors. The defaulting contractors will be blacklisted in all service contracts with OIL.

26. Impersonation will be taken care by law of the land.

27. Income Tax (TDS) at the applicable rate will be deducted at source on the total contract amount of the contract for which TDS certificate will be issued as per law.

28. Payment to be made to the labourers by the contractor through cheques only.

29. Daily wages will be based on 8(eight) hours a day including Saturday.

30. Overtime in excess of 8 hours up to 9(nine) hours in a day is payable at the ordinary rate of wages (i.e. Single OT) and for overtime work beyond 9(nine) hours in a day, OT is payable at double the ordinary rate of wages (i.e. Double OT).

**31. LIQUIDATED DAMAGES:**

The duration of the contract shall be 02 (Two) years. The contractor must complete the work within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c ) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilization of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

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

The payment of liquidated damages / penalty may be reduced or waived at the sole discretion of the Company whose decision in this regard will be final.

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

**32. ARBITRATION:**

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

Place of Arbitration: DULIAJAN.

**33. I.B. VERIFICATION REPORT AND SECURITY REVIEW:**

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

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

**35. SET OFF CLAUSE:-**

"Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited)."

**36. FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

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

SIGNED & DELIVERED FOR AND  
ON BEHALF OF

-----

-----by the hand

of-----  
its Partner/Legal Attorney

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

-----  
(Full Name of Signatory)

(Seal of Contractor's Firm)

-----

And in presence of

-----

(Signature of witness)

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

-----  
(Full Name of Signatory)

Address:

-----  
-----

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON  
BEHALF OF OIL INDIA LIMITED

Designation \_\_\_\_\_

Date \_\_\_\_\_

**OIL INDIA LIMITED**  
**(A Government of India Enterprise)**  
**Duliajan, Assam**

**Part-II**  
**Schedule of Work, Unit and Quantities, Rates & Prices(SOQ)**

**(Please Do not Quote Here)**

SL. NO.	Short Description	UNIT	QTY.	Rate
10	Supply of Listed-I WCL	Man days	27740	700.56
20	Single O.T. for Listed-I WCL	Hours	11862	41.37
30	Double O.T. Listed-I WCL	Hours	19158	147.01
40	HOLIDAY O.T for Listed-I WCL	Hours	5528	73.51
50	Supply of Listed-II WCL	Mandays	3650	673.35
60	Single OT for Listed –II WCL	Hours	2000	39.76
70	Double OT for Listed-II WCL	Hours	3050	141.30
80	HOLIDAY O.T for Listed-II WCL	Hours	720	70.65
90	Supply of Listed-III WCL	Mandays	1460	476.50
100	Single OT for Listed-III WCL	Hours	332	39.76
110	Double OT for Listed-III WCL	Hours	1556	105.61
120	HOLIDAY O.T for Listed-III WCL	Hours	288	52.80
<b>PROFIT, ESTABLISHMENT, HANDLING &amp; MISCELLANEOUS CHARGES IN PERCENTAGE</b>		<b>TO BE QUOTED IN PRICE BID FORMAT</b>		

Applicable Profit Range will be as follows:

Lower Limit (Minimum) =5%

Upper Limit (Maximum) = 10%

The bidder will be allowed to quote the percentage only upto two decimal places. Bidder quoting below 5% and above 10% will be summarily rejected.

Bidders must include all liabilities including statutory liabilities but excluding Service Tax in their quoted rate.

**OIL INDIA LIMITED**  
**(A Govt. of India Enterprise)**  
**Contracts, Duliajan**  
**PART-III**  
**SPECIAL CONDITIONS OF CONTRACT (SCC)**

**SOCPE OF WORK:**

1. The Contractor shall provide WCLs (45 Nos.) for providing security services in the following security posts present in the West Zone of Digboi Oilfield:

- a) Main Gate
- b) Section I Office
- c) Section II Office
- d) DbyBUS
- e) 378 Boiler Battery
- f) GCS No. 4
- g) Transport Office
- h) Gate no. 15
- i) 75 No. Tank Group
- j) Bogapani well no. 5 (Lakhipathar)

and any other posts as and when felt necessary by the Company.

2. In addition to the above posts, the Contractor shall also be responsible to supply WCLs for providing security services in some other security posts not mentioned above within the same zone or located in some other zone/operational area falling under the jurisdiction of EPA as and when required. The Contractor shall deploy the WCLs under his control to the designated location as advised by the Controlling Officer of the Company without any question.

3. The Contractor shall also have to construct a security patrolling party consisting of sufficient nos. of WCLs for carrying out security patrolling throughout the entire Digboi oilfield on daily basis.

4. The Contractor may be asked to deploy the patrolling party in some operational area/zone falling under the jurisdiction of EPA as and when required. On receiving such an advice, the Contractor shall have to obey the instructions of the Controlling Officer of the Company without any question.

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

**SCC**

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

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

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

9. The Contractor or his representative/supervisor must visit Security Office at EPA Digboi(i.e. Morning and Afternoon) or as per the requirement/instruction of Security Officer during all working days including Sundays and Holidays for taking requisition for locations where security coverage is required and for any other important information and administrative matter concerning his contractual obligation.

10. The Contractor shall ensure that his personnel (WCL) turn on duty with suitable and proper uniform, as per Annexure-I, failing which a token of penalty of Rs. 250.00 (Rupees two hundred fifty) only per month/per labour shall be deducted from his/their bill.

11. The Contractor shall issue Identity Card/Photo Pass to each security personnel as per Company's and Govt. Security Regulatory norms & the security personnel must carry/display the same during working hours.

12. The Contractor will deploy one person per shift per post who must be physically/mentally fit for performing security duty and does not exceed the age of superannuation. Contractor shall provide suitable reliever among the enlisted WCLs only against weekly off/annual leave/Casual leave /absentees /entitled holidays etc. as applicable. On failure on the part of the contractor to provide reliever services, a penalty of Rs. 250/- (Rupees two hundred fifty) only for each person per shift shall be levied on the contractor by the Company.



**SCC**

13. No Transportation will be provided to contractor/deployed personnel for execution of this contract.

14. Contractor shall engage supervisors as per the Private Security Agencies Act 2005 and as per other relevant Govt. instructions for supervising his WCL security guards. Payment for the supervisor is also included in the profit factor.

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

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

17. The Contractor shall comply with any other instruction which may be issued by the OIL Security representative from time to time. The number of locations and number of persons may change from time to time due to operational exigencies to which the contractor shall not object.

18. In case a WCL is arrested on charges of theft/forgery / subversive/ sabotage/ moral turpitude / unlawful activities etc., then contractor shall debar him for joining duty till his acquittal from the charges by Court of Law. Contractor is responsible for misconduct of any person whatsoever. If law full authority in connection with any crime, convict any WCL the contractor shall remove such WCL from service.

19. In case of death of any enlisted WCL, Contractor shall be responsible for arranging/settling his claims within a period of 3 (three) months.

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

21. Contractor shall take action against WCL by way of debarring him for 7 days from duty in case WCL is found under influence of liquor while on duty only on evidence of Medical examination/certificate and witnesses.

**SCC**

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

23. Contractor should ensure that WCL should not leave their place of duty under any circumstances till the next reliever report on duty. Contractor is fully responsible for deployment of reliever.

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

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

26. Contractor should have a registered office with telephone Number and Office address and telephone number should be made available with Security Officer/ Head (EPA).

27. Contractor shall maintain the following registers in every post.

I. Monthly Duty roster and Shift wise daily attendance of the persons engaged (one copy should be submitted every month to Security Office).

II. Day to day record of incoming/outgoing materials and vehicles.

III. Visitors register.

IV. Beat book/duty book/diary book by the all contractor security personnel on daily basis details of duty/shift/off etc. The Beat book/Duty book to be carried by the Contractor Security personnel always while on duty for showing to the Contractor's supervisor and/or OIL Security Departmental Representative while checking Duty Post.

28. A Penalty up to Rs. 500/- (Rupees five hundred) only per post will be levied on the contractor if he fails to maintain the above point i.e. Para no. 27

29. Standing Orders as issued from Security Office must be displayed in each post by the Contractor & comply with.

30. The Contractor shall arrange for imparting basic security training to his security personnel at his own cost by instructor from Assam Home Guard Services/Police. Contractor may engage one Ex Army JCO for training to the contractor security personnel and may request Head - Security to provide OIL Security person or OIL In-House Instructor. Necessary backup support will be provided by Security Department. Contractor should give refresher training on advice of Security Department.

31. The Contractor in their posts, if, at all required, will arrange temporary accommodation for security personnel.

32. For operational convenience a WCL can be changed / transferred from one zone/oilfield to another zone/oilfield which will be as per decision of the Security Officer/Head (EPA).

33. In addition to the above conditions, the contractor should also follow all the rules and regulations of the Private Security Act 2005 as well as other relevant Govt. instructions.

34. Detail of uniforms\*\* are as follows:

-Uniform & Uniform articles; as per provided by the Company.

\*\*Note: Colours of Uniform/Uniform articles are subject to change.

**NAMES, KEY NOS. AND DOBs OF LISTED I/LISTED II / LISTED III WCLs FOR SECURITY SERVICES IN WEST ZONE OF DIGBOI OILFIELD.**

**Listed I WCLs (38 nos.)**

1	1296	Diganta Buragohain,	DOB:30.04.1975
2	1254	Kherod Sonowal,	DOB:28.12.1968
3	1279	Dilip Baruah,	DOB:01.07.1972
4	1224	Arbus Lindu,	DOB:12.06.1975
5	1290	Victor Thomas,	DOB:22.02.1971
6	1260	Bite Thapa,	DOB:31.12.1972
7	1203	Dilip Borah,	DOB:21.01.1972
8	1294	Rana Gogoi,	DOB:01.02.1977
9	1205	Anil Khanikar,	DOB:01.01.1963
10	1291	Anul Sonowal,	DOB:02.05.1972
11	1300	Chandan Deka,	DOB:01.02.1975
12	1221	Ataur Rehman,	DOB:01.03.1976
13	1248	Potomani sarma,	DOB:31.03.1964
14	1283	Maden Dey,	DOB:30.11.1966
15	1266	Kamal Baruah,	DOB:01.07.1960
16	1263	Ghyanshyam Konwar,	DOB:11.04.1969
17	1288	Bitupan Lahon,	DOB:31.12.1978
18	1250	Tokeswar Sonowal,	DOB:01.12.1968
19	1249	Jaganath Sonowal,	DOB:09.06.1956
20	1301	Lok Bh Chetry,	DOB:31.12.1965
21	1257	Baneshwar Sonowal,	DOB:30.08.1967
22	1245	Umesh Borah,	DOB:31.12.1960
23	1258	Giresh Tuti,	DOB:25.09.1962
24	1261	Nigen Sonowal,	DOB:31.08.1968
25	1270	Anal Sonowal,	DOB:01.12.1965
26	1278	Binod Sonowal,	DOB:16.04.1971

27	1218	Kamal Sonowal,	DOB:25.07.1977
28	1217	Liladhar Sonowal,	DOB:23.06.1964
29	1277	Aboni Baruah,	DOB:30.06.1970
30	1267	Padam Bd. Chetry,	DOB:31.08.1965
31	1240	Gobind Chetry,	DOB:07.06.1972
32	1239	Gunin Sonowal,	DOB:31.10.1968
33	1259	Shubud Sonowal,	DOB:01.10.1968
34	1247	Robin Sonowal,	DOB:05.06.1968
35	1219	Birsha Urang,	DOB:06.08.1968
36	1238	Mukunda Chetry,	DOB:13.02.1974
37	1237	Purna Bd. Chetry,	DOB:27.01.1964
38	1231	Tek. Bd. Chetry,	DOB:29.07.1975

**Listed II WCLs (5 nos.)**

1	332	Mangal Sonar,	DOB:05.09.1965
2	340	Ram Bd. Chetry,	DOB:24.08.1968
3	337	Prem Chetry,	DOB:07.10.1976
4	343	Sarban Urang,	DOB:02.12.1995
5	325	Dipak Runda,	DOB:05.01.1973

**Listed III WCLs (2 nos.)**

1	916	Gogul Hazarika,	DOB:31.12.1970
2	914	Bulu Urang,	DOB:05.11.1965

**GENERAL HSE POINTS:**

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. . Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.

2. **OIL will provide PPE to Identified Listed-I, Listed-II and Listed-III persons. The contractor will ensure that the persons engaged by him use the proper PPE while at work.**

3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.

4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.

5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.

6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.

7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons

9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.

11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.

14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.

16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 50 years of age and every three years for employees of 50 years of age and above.

17. To arrange daily tool box meeting and regular site safety meetings and maintain records.

18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.

20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable

compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures, Company will have the right to direct the contractor to cease work until the non-compliance is corrected.

24. The contractor should prevent the frequent change of his contractual employees as far as practicable.

25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

**IFB No: CDI5104P15**

**(Part-IV)**

**Schedule of company's Plants, Materials and Equipments**

Not applicable for this tender.



**Safety Measures**  
**PART-V**

**TO,  
HEAD-CONTRACT  
OIL INDIA LIMITED  
DULIAJAN-786602**

**SUB: SAFETY MEASURES**

**Description of work/service:**

Supply of Listed I, Listed II and Listed III WCLs for providing Security Services in the operational areas of Tinsukia District for West Zone under Eastern Producing Area(EPA) of OIL INDIA LIMITED for a period of 02 years.

Sir,

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

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

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

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

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

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

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

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

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract.. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

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

(Seal)

Yours Faithfully,

Date\_\_\_\_\_

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

FOR & ON BEHALF OF BIDDER

**INTEGRITY PACT**

Between

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

And

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

**Preamble :**

The Principal intends to award, under laid down organizational procedures, contract/s for **IFB No. CDI5104P15**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

**Section 1 - Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

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

**Section 2 - Commitments of the Bidder/Contractor**

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

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

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or 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.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the

transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
1. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

#### **Section 4 - Compensation for Damages**

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

#### **Section 5 - Previous transgression**

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

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

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

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

Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

**Section 9 - Pact Duration**

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

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

**Section 10 - Other provisions**

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

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For the Principal

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For the Bidder/Contractor

Place. Duliajan.

Witness 1 : .....

Date .

Witness 2 : .....

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**(Check List)**

Sl. No	Documents/Information provided	Please Mark (Yes/ No.)
1	Copy of labour license issued by office of labour commissioner,(State/Central Govt.) & License to engage in the business of Private Security Agency) from an Appropriate Authority under the Private Security Agencies (Regulation) Act, 2005	
2	Name of the Firm, Detail Postal Address, Mobile No.	
3	Landline No.(if available)	
4	Fax No.(if available)	
5	Name of Contact Person	
6	Contact Person's Mobile No.	
7	Valid E-mail ID	
8	PAN ( Self Attested Copy)	
9	AGST Regd. No(Self Attested Copy)	
10	Service Tax Regd. No(Self Attested Copy)	
11	PF Code No.(Self Attested Copy)	
12	Bank Account No. & Bank Account Type	
13	Bank Name & Bank Address	
14	Contractors Experience certificate of successful completion of similar nature of job as per BRC clause	
15	Documents against average annual financial turn over during the last three years, ending 31 <sup>st</sup> March 2013 as per BRC clause.	
16	Integrity Pact	
17	Vendor Code (for existing vendor)	
18	<b>Compliance to all NIT terms &amp; conditions</b>	
19	Documents in support of Clause No.9.0 to 10.6(as applicable) of Forwarding Letter	

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**FORM OF BID SECURITY (BANK GUARANTEE FORMAT) or Any other format acceptable to Oil India Ltd.**

To:  
M/s. OIL INDIA LIMITED,  
For Head(Contracts),  
Duliajan, Assam, India, Pin - 786 602.

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s IFB No.CDI5104P15 KNOW ALL MEN BY these presents that we (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "Bank") are bound unto the Company in the sum of (₹\* \_\_\_\_\_ ) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 2014.

THE CONDITIONS of these obligations 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 acceptance of their Bid by the Company during the period of Bid validity:
  - (a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
  - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

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

This guarantee will remain in force up to and including the date (\*\*--/--/--) and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding anything contained hereinabove:

- (i) Our liability under the guarantee shall not exceed ₹ \_\_\_\_\_
- (ii) This Bank Guarantee shall be valid only up to \_\_\_\_/\_\_\_\_/\_\_\_\_
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if we receive a written claim or demand on or before \_\_\_\_/\_\_\_\_/\_\_\_\_

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Name of Bank & Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

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

Place: \_\_\_\_\_

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

\*\* **Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid(minimum up to 22.06.2015).**



**LETTER OF AUTHORITY**

To,  
THE HEAD (CONTRACTS)  
OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
P.O. DULIAJAN  
DIST. DIBRUGARH  
ASSAM # 786 602

Sir,

Sub : IFB No. CDI5104P15

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Invitation No.:\_\_\_\_\_ for “Supply of Listed I, Listed II and Listed III WCLs for providing Security Services in the operational areas of Tinsukia District for West Zone under Eastern Producing Area(EPA) of OIL INDIA LIMITED for a period of 02 years.”

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours Faithfully,

Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Designation : \_\_\_\_\_  
For & on behalf of : \_\_\_\_\_

Note : This letter of authority shall be on printed letter head of the Bidder and shall be signed by a competent person to bind such Bidder.

**DETAILS OF BIDDER**

1. Name of Bidder	
2. Detail Postal Address	
3. Telephone No. (if available)	
4. Mobile No.	
5. Valid e-mail	
6. FAX No. (if available)	
7. Contact Person	
8. Contact Person's Contact No.	
9. PAN (Self attested copy required)	
10. Bank Account No.	
11. Bank Account Type	
12. Bank Name	
13. Bank Address	
14. Service Tax Registration No. (Self attested copy required)	
15. PF Code No. (Self attested copy required)	
16. Vendor Code (if available)	