

#### CONTRACTS DEPARTMENT

P.O: DULIAJAN, DIST: DIBRUGARH ASSAM (INDIA), PIN-786602 Tel: +91-374-280 0548

> Fax: +91-374-280 3549 Email: contracts@oilindia.in Website: www.oil-india.com

# **COVERING LETTER**

M/s			

# **TENDER NO.: CDI6712P18**

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

### Dear Sirs,

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

(i)	IFB No. /E-Tender No.	:	CDI6712P18
(ii)	Type of Bidding	:	Online Single Stage Composite Bid System
(iii)	Tender Fee	:	INR 1,050.00 is inclusive of GST. (Tender Fee payment is through Online Payment mode

Tender No.: CDI6712P18

Page 1 of 33

			only)
(iv)	Period of Sale	:	One week prior to Bid Closing Date (As mentioned in Online E-tender portal)
(v)	Bid Closing Date & Time	:	As mentioned in Online E-tender portal
(vi)	Bid Opening Date & Time	:	As mentioned in Online E-tender portal
(vii)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.
(viii)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
(ix)	Bid Opening Place	:	Office of The CGM(Contracts) Contracts Department, Oil India Limited, Duliajan, Dist: Dibrugarh, Assam(India)-786602
(x)	Bid Validity	:	90 days from date of Bid Closing
(xi)	Mobilization Time	:	Within two(2) weeks from receipt of LOA
(xii)	Bid Security Amount	:	Rs.1,00,000.00
(xiii)	Bid Security Validity	:	Upto 14.09.2018 (120 Days from Bid Closing/Opening Date)
(xiv)	Original Bid Security to be submitted	:	Office of The CGM(CONTRACTS) CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xv)	Amount of Performance Security	:	10 % of annualized Contract value
(xvi)	Validity of Performance Security	:	Up to 3(Three) months from the date of completion of contract
(xvii)	Duration of the Contract	:	02 (Two) years from the date of commencement of the contract
(xviii)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
(xix)	Bids to be addressed to	:	CGM(CONTRACTS) Contracts Department, Oil India Limited, Duliajan-786602, Dist: Dibrugarh, Assam (India.)

# 4.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:

4.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name and Encryption certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (http://www.cca.gov.in). Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.

Tender No.: CDI6712P18 Page **2** of **33** 

- 4.2 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.
- 4.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD is not responsible.
- 4.4 Bidders must have a valid User ID to access OIL's e-Procurement site for submission of bid. Vendors having User ID & password can purchase bid documents **online through OIL's electronic Payment Gateway**. New vendor shall obtain User ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the similar manner.
- 4.5 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the available open tenders. **The detailed guidelines are available in OIL's e-procurement site (Help Documentation).** For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp\_mm@oilindia.in, Ph.: 0374- 2807178/7171.

#### 4.6 **TENDER FEE:**

- 4.6.1 **MODE OF PAYMENT:** Tender fee should be paid only through the payment gateway available on OIL's e-Tender Portal. Generally, no other mode of payment shall be accepted.
- 4.6.2 **EXEMPTION OF TENDER FEE:** If the bidder is a Micro or Small Enterprise [MSEs] under the Micro, Small and Medium Enterprises Development Act, 2006 and is registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they are exempted from payment of tender fees for the items/services for which they are registered. Copy of valid Registration Certificate, must be enclosed along with the application for issuing tender documents and the Registration Certificate should clearly indicate the items/services for which bidder are registered [or they intend to quote against OIL's tenders] with any of the aforesaid agencies.
- 4.6.3 The Central Govt. Departments and Central Public Sector Undertakings will also be exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates will be exempted from payment of tender fee.

## 5.0 IMPORTANT NOTES:

Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

i) **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 put on Holiday as per the Banning Policy (available in OIL's website) of Company.

Tender No.: CDI6712P18
Page **3** of **33** 

- ii) **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 be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT**: The information and documents furnished by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- iv) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: <a href="www.oil-india.com">www.oil-india.com</a>.
- v) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM (IST) at the office of the CGM-Contracts in presence of the authorized representatives of the bidders.
- vi) The authenticity of 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.
- vii) The Technical details of the Bid alongwith all related documents should be uploaded under "Technical RFx Response" Tab only. Details of Price/rates as per Price Bid Format/Price Bid can be uploaded as Attachment option under "Notes & Attachments" tab.
- viii) Bids (Techno-commercial/Composite Bid) must be uploaded on-line through OIL's e-Tendering Portal up to **11:00 hrs** (IST)(Server Time) on the bid closing date as mentioned above. The Techno-commercial Bids including the cost details/Price Bid will be opened on the same day at **14:00 hrs**(IST) at the Office of Chief General Manager (Contracts), Contracts Department, Oil India Ltd, Duliajan, Assam, India in presence of authorized representative of the bidders who choose to attend.
- ix) However, if the above mentioned closing / opening day of the tender happens to be a non-working day due to Bandh/Strike etc. or any other reason, the bids will be received and opened on the following full working day maintaining same timing.

### 6.0 BID EVALUATING CRITERIA:

6.1 The bid shall conform generally to the specifications and terms and conditions given in the Tender Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Not-withstanding the general conformity of the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the Techno-Commercial Bid.

Tender No.: CDI6712P18
Page **4** of **33** 

- 6.2 Bidder must have at least 1 year's experience of successfully completing Caretaking and Maintenance service contract (which includes catering service) with a minimum annual value of **Rs. 1,247,425.00** in reputed organizations, clubs, educational institutes etc. in the last 7 years from the date of issue of tender. (Documentary proof to be submitted).
- 6.3 The bidder's annual financial turnover during any one of preceding 3 (three) financial / accounting years from the original bid closing date as per Audited Annual Reports should be at least **Rs 7,48,455.00** only.
- 6.4 Documents to be submitted against Technical & Financial Criteria

# A) For proof of requisite work experience, the following documents must be submitted along with the bid:

- I) In case work experience is against OIL's Contract, Job Completion Certificate or SES (Service Entry Sheet) in case it is a running Contract.
- II) In case work experience is not against OIL's Contract,
  - a) Photocopy of Contract document or Workorder showing details of work.

AND

- b) Job Completion Certificate /SES/Payment Certificate/Experience showing:
- i) Gross Value of job done
- ii) Nature of job done and Contract/workorder no.
- iii) Contract Period and Date of completion.

# B) For proof of Annual Turnover & Net worth, any one of the following document must be submitted along with the bid:-

i) A certificate issued by a practicing Chartered Cost Accountant with Membership Number and Firm Registration Number, certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE-III.

OR

- ii) Audited Balance Sheet along with Profit & Loss account.
- iii) In case the bidder is a Central Govt. Organization/PSU /State Govt. Organization / Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder has to provide documentary evidence for the same.
- 6.5 Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience, Annual turnover and Net worth as mentioned in Para 6.4 above.
- 6.6 Prices shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the

Tender No.: CDI6712P18

Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.

- 6.7 Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.
- 6.8 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 6.9 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- 6.10 Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted price for all items of SOQ inclusive of all liabilities including statutory liabilities but excluding Service Tax as per Price Bid Format.
- 6.11 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.
- 6.12 The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.
- 6.13 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- 6.14 In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.
- 6.15 Net worth of bidder must be positive for preceding financial/ accounting year.
- 6.16 The Bid documents are not transferable. Bids made by parties who did not purchase the tender document in their name from Company shall be rejected.
- 6.17 Bids in the form of physical documents will not be accepted (except the Bid Security and Technical literatures, if any). Bids should be submitted online on/or before the scheduled Bid Closing Date & Time.
- 6.18 The Original Bid Security (hard copy in physical form) must reach the office of The Chief General Manager (Contracts) at the above address on or before the scheduled bid opening time and date, otherwise the Bid will be rejected.
- 6.19 The bidder must have an Office in Aizawl, and the detailed mailing address thereof should be categorically furnished in the bid, highlighting the name of

Tender No.: CDI6712P18
Page **6** of **33** 

- contactperson, Telephone / Fax / Mobile No. / E-mail etc., without which the offer will be rejected.
- 6.20 The Bidder must be in a position to deploy around fourteen (14) personnel of various categories (skilled/semiskilled/unskilled as per ANNEXURE-I herein) throughout the contractual duration for the intended caretaking, maintenance and security services of OIL's premise at Aizawl uninterruptedly within fifteen (15) days of issue of LOA. The Bidder must categorically confirm the same in their bid.
- 6.21 Bidders are requested to submit their Bids including this Tender Document as a token of acceptance of all terms and conditions of the tender. The offered rates should be quoted in the "Schedule of Service/Rates" given in ANNEXURE-II.
- 6.22 Bid should be kept valid for minimum of 90 days from the date of tender opening.
- 6.23 Bids received after the scheduled bid closing date and time will not be considered and will be returned un-opened.
- 6.24 Bidders should furnish particularly the details of their PAN, VAT Registration, PF Code and Service Tax Registration etc., as applicable, in addition to the following:
  - a) NAME OF BIDDER/FIRM :
  - b) DETAIL POSTAL ADDRESS :
  - c) MOBILE / TELEPHONE NO. :
  - d) E-MAIL ADDRESS :
  - e) FAX NO (If available) :
  - f) CONTACT PERSON :
  - g) VENDOR CODE ISSUED BY OIL (If any) :
- 6.25 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:
- (i) Firm price
- (ii) EMD / Bid Bond
- (iii) Period of validity of Bid
- (iv) Price Schedule
- (v) Performance Bank Guarantee / Security deposit
- (vi) Delivery / Completion Schedule
- (vii) Scope of work
- (viii) Guarantee of material / work
- (ix) Liquidated Damages clause
- (x) Tax liabilities
- (xi) Arbitration / Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications
- 6.26 **BID Validity:** Bids shall remain **valid for 90** days from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the bidder in their bid about the bid

Tender No.: CDI6712P18

validity, it will be presumed that the bid is valid for 90 days from Bid Closing Date.

### 7.0 BID SECURITY:

7.1 Bid Security/Earnest Money of ₹1,00,000.00 (Rupees One Lakh) only in the form of a Bank Guarantee from any Scheduled Indian Bank (as per format vide PROFORMA-I, enclosed) must be submitted alongwith the bid, failing which the offer will not be considered. In case a Bank Guarantee is furnished by the Bidders towards their Bid Security, the same should be kept valid for four (4) months from the date of scheduled Bid Closing. The Bid Security will be forfeited in full, should any bidder within the period of bid validity withdraw/alter their bid after the schedule bid closing date or fails to furnish Performance Security or fails to undertake the work within agreed time. However, the Bid security/Earnest money will not accrue any interest and the same will be returned to the unsuccessful bidders upon finalization of the tender and to the successful bidder upon receipt of Performance Security from them.

# 7.2 Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.

- 7.3 Bank Guarantee issued by a scheduled Bank in India at the request of some other Non-Schedule Bank of India shall not be acceptable.
- 7.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 7.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.
- 7.6 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract.
- 7.7 The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

- i) "MT 760 / MT 760 COV for issuance of bank guarantee.
- ii) "MT 760 / MT 767 COV for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602. The Bank details are as under:

	В	ank Details of Beneficiary
a	Bank Name	AXIS BANK LTD
b	Branch Name	DULIAJAN BRANCH
С	Branch Address	DAILY BAZAR, JYOTI NAGAR, DULIAJAN, DIST. DIBRUGARH, ASSAM, PIN 786602  State: ASSAM
d	Banker Account No.	910020040028220

Tender No.: CDI6712P18

Page 8 of 33

е	Type of Account	Current Account
f	IFSC Code	UTIB0001129
g	MICR Code	786211302
h	SWIFT Code	AXISINBB140
i	Contact No.	+919706011291
j	Contact Person Name	RUPAM BHUYAN
k	Fax No.	03742800089
1	Email Id	duliajan.branchhead@axisbank.com

#### 8.0 **PURCHASE PREFERENCE CLAUSE**:

- 8.1 Purchase Preference to Micro and Small Enterprises:
- 8.1.1 Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.
- 8.1.2 In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.
- 8.1.3 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
- 8.1.4 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

## 8.1.5 DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

#### 9.0 MOBILISATION AND LIQUIDATED DAMAGES:

Tender No.: CDI6712P18
Page **9** of **33** 

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

- **10.0** Oil India Limited reserves the right to cancel this tender and annul the entire tendering process at any time before award of contract without incurring any liability and assigning any reason whatsoever.
- 11.0 Interested Bidders/Service Providers may contact Officials of Exploration Basin at Duliajan during office hours only to understand the Company's requirement, available facilities and the desired level of services etc., before submitting their bids.
- 12.0 We now look forward to your active online participation against the tender.

Thanking you.

Yours faithfully; OIL INDIA LIMITED

(B. SONOWAL) SR. MANAGER (CONTRACTS) FOR CHIEF GENERAL MANAGER (CONTRACTS)

Tender No.: CDI6712P18
Page **10** of **33** 

#### 1.0 SCOPE OF WORK:

- 1.1 The Service Provider shall provide complete care-taking & maintenance services including security of the Office cum Transit Accommodation premise of Oil India Limited (OIL) at Zemabawk, Aizawl in Mizoram by deploying their personnel to the satisfaction of Company, in consistent with Company standards and instructions issued by appropriate Company officials from time to time. Maintaining the standard, discipline, decorum and honesty will be of prime importance for the personnel to be deployed by the Service Provider. During the currency of this agreement, if situation so warrants, Company may shift its setup (i.e., the transit accommodation-cum-rest house) from Zemabawk to any other suitable location within the township of Aizawl and it will be then obligatory on the part of the Service Provider to provide services under this contract at such location without any revision to the rates and service conditions as agreed herein.
- 1.2 As envisaged by Company, the Service Provider shall have to engage a total of around fourteen work-persons in various categories as under, including one Supervisor-cum-Caretaker to ensure smooth and efficient functioning/maintenance of the premise, considering the relievers and statutory off days etc. as per law of the land. However, the actual number of personnel required to be engaged and their duty hours to be so decided by the Service Provider/Contractor that the services are made available round the clock to Company without compromising with quality throughout the contract period.

(i)Clerk (ii)Supervisor-Cum-Caretaker (iii)Helper (iv)Head Cook (v)Cook (vi)Sweeper (vii)Security

- 1.3 The Services of Caretaking, Maintenance and Security of Company's Office cum Transit Accommodation at Zemabawk, Aizawl will be a 24 hours & seven days a week requirement throughout the contract period, for which the expected work profile of aforesaid categories of work-persons are broadly detailed below, which the Service Provider will ensure and render on round the clock basis.
  - (a) **Clerk (1 No):** The Service Provider will have to engage 1(One) No. of clerk who will carry out all official clerical jobs of The Company's Office in Aizawl. Minimum educational qualification of the clerk will be graduation in any discipline. Also, He / she will have to be proficient in English with good knowledge of basic computer operations e.g. MS-Word, Excel and Power Point. Proficiency in local language and other Indian Languages would be welcome. Duty hours shall be from 7:00 AM to 3:00 PM every day except Sunday and Company declared holidays.

Tender No.: CDI6712P18
Page **11** of **33** 

- (b) **Supervisor-cum-Caretaker(1 No)**: The Service Provider will have to engage one Supervisor-cum-Caretaker, who will act as the overall in-charge on behalf of the Service Provider for execution of assigned services under the contract. The Supervisor-cum-Caretaker so deployed, should possess sound physical and mental health, having at least 10+2 pass or equivalent educational qualification. He should be capable of maintaining records in English and should be conversant with basic uses of computer. He will be required to maintain inventory of the Office cum Transit Accommodation including soft furnishing, various records/registers as necessary and as may be instructed by Company from time to time and therefore shall devote fulltime (around 10 to 12 Hrs a day) in the premise in connection with overall maintenance and upkeepment. The Supervisor-cum-Caretaker should make himself available over phone/ mobile on round the clock basis for any instruction and to take booking of guests/officers from Exploration Basin Office at Duliajan. Company will not reimburse any cost towards maintenance of such mobile/ telephone. The Supervisor-cum-Caretaker should be a self-disciplined person and capable of maintaining due decorum/discipline and coordinating amongst other employees of the Service Provider in the premise for smooth job execution. He should be able to communicate mainly in Hindi language. Proficiency in English and other Indian Languages would be welcome.
- (c) **Head Cook & Cook (1 Each):** The Service Provider shall engage minimum one Head Cook and one Cook having good culinary expertise / skills for making fresh wholesome meals (tea, breakfast, lunch, snacks and dinner) both vegetarian and Non-vegetarian, for the Officers and guests at the option of Officers and guests, in the Office cum Transit Accommodation on as & when required basis round the clock. Besides aforesaid routine meals, there should be arrangements in place to prepare packed food for the guests to take away while leaving or light snacks/Tiffin for late/odd time arrivals. They must be well versed with Indian cooking. They should be able to communicate mainly in Hindi language. Additional proficiency in English and other Indian Languages would be welcome.
- (d) **Helper(2 Nos.):** Helpers to assist the Head Cook/Cook for making meals in terms of cleaning, cutting, chopping of vegetables/meat, making the spices ready and washing of crockery/ cutleries/utensils and used plates etc. and to serve food to the guests/Officers. The Service Provider should deploy adequate number of helpers depending upon the occupancy to the satisfaction of guests so that services are not delayed. In addition to above, the Helpers must be engaged in assisting the Care-taker for the purpose of miscellaneous jobs as to be decided by Company's representative(s). Attending to the Officials or the Company guests, keeping office rooms / bed rooms neat and tidy, making of rooms & beds etc. for comfortable stay, keeping/refilling Towels and Toiletries etc. in the rooms for use of Officers/ guests shall be arranged to the satisfaction of Officers/ guests.
- (e) **Sweeper(2 Nos.):** Besides maintaining health, hygiene and general cleanliness of the premise, the Service Provider is required to engage Sweepers for regular cleaning (sweeping / mopping with disinfectant and antiseptic) of office rooms / bed rooms, bath rooms, toilets etc. on daily

Tender No.: CDI6712P18
Page **12** of **33** 

- basis. The rooms, bathrooms and toilets must be maintained clean & tidy at all times. The duty hours shall be from 7:00 AM to 3:00 PM every day.
- (f) **Security(6 Nos.):** Security personnel to be engaged by the Service Provider on eight (8) hours shift basis to keep watch and ward of the premise/property and to ensure restricted entries. 2 (Two) Security personnel must be deployed in each shift without fail throughout the contract duration round the clock. Safety & security of the premise as a whole and of the guests/occupants in particular must be accorded due priority by the security personnel.
- 1.4 The Service Provider will issue proper uniform/dress and shoes as decided and instructed by Company to the work-persons for use at all the time during duty period. The cost of such uniform and shoes for the work-persons shall be borne by the Service Provider within its agreed rates/costs. Uniforms include 2 pairs of trousers and shirts and 1 pair of shoes per personper year.
- 1.5 Except as otherwise hereinafter stated, the selection, replacement and remuneration of the Service Provider's personnel shall be determined by the Service Provider. Such employees shall be the employees solely of the Service Provider. The Service Provider shall ensure that its personnel will be competent, efficient and honest to carry out the assigned jobs to the satisfaction of Company. Company will not be responsible for any requirement of the personnel to be engaged against this contract.
- 1.6 Service Provider must ensure that payment to their work-persons deployed under this agreement is made in time at applicable rates which shall in no case be less than the minimum wages for skilled, semi-skilled and un-skilled labourers respectively as per schedule of payment of wages determined by the statutory Government authority, i.e., Secy. to the Govt. of Mizoram, Labour, Trial and Industrial Training Department. The rates/cost agreed herein must remain firm throughout the contractual duration, including extension if any. The Service Provider hereby undertakes to keep itself abreast with the prevailing minimum wages notified/to be notified by Mizoram Govt. from time to time. The rate/cost agreed herein also includes the possible escalation (if any) in wage rates during the contract period. Company will not pay/reimburse for any subsequent upward revision in wage rates that becomes effective after award of contract.
- 1.7 The Service Provider will not change the working hands without consent of Company's authorized representative. However, the Service Provider must immediately remove and replace any of their personnel, who in the opinion of Company, is incompetent/negligent/of unacceptable behaviour or whose deployment is otherwise considered by Company to be undesirable.
- 1.8 Prior to actual deployment of the personnel under the contract, the Service Provider must ensure proper police verification for all of them and submit biodata with photo identification to Company for record. The Service Provider may also issue photo-identity cards to their personnel for their convenience, if considered necessary.

### 2.0 INFRASTRUCTURE:

Tender No.: CDI6712P18

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

- (i) Air conditioned TV Room/ Recreation Room.
- (ii) Kitchen & Air conditioned Dinning hall.
- (iii) 1 No Air conditioned office hall
- (iv) 8 (Eight) numbers of full furnished Air conditioned Bed Rooms with attached baths & toilets.
- (v) Extra common Toilet 1 Nos.
- (vi) Intercom.
- (vii) Electricity and Water Connections
- (viii) Fixtures & Furniture, Crockery & cutleries as per requirement.

# 3.0 CARETAKING AND HOUSE-KEEPING:

- (a) The Supervisor-cum-Caretaker must report to Company's designated Admin. Officer or his authorized representative on daily basis and collect occupancy details of guests/officials and to receive instructions, if any, with regard to services to be rendered in the Transit home.
- (b) The Service Provider shall render comprehensive caretaking services and will take care of complete day-to-day functioning of the Office cum Transit Accommodation including maintenance of premise, housekeeping, cooking/catering services and marketing requirements etc. as per general guidelines and convenient instructions from the authorities of Company.
- (c) The Service Provider shall provide entire housekeeping services like dusting, dry sweeping and wet mopping as desired, of all the rooms/common areas using broom, mop and disinfectant & antiseptic. The cost of these items (mop, broom, phenyl, disinfectants) and toiletry items like soap, shampoo & toilet cleaning aganet etc. shall be borne by the Service Provider within their agreed monthly rate/cost. Company will not reimburse any such expenditure to the Service Provider throughout the contract duration including extension period of contract, if any.
- (d) The Service Provider shall protect/maintain/upkeep the fixtures and furniture, furnishings, fittings & equipment of the Office cum Transit Accommodation premise at all the time during contractual period. The Service Provider shall also ensure to keep all such items in excellent condition. Such items shall not be taken out of the premises for any reason whatsoever without the consent in writing by authorized official of the Company.
- (e) The Service Provider shall provide laundry services for all the linens of the Office cum Transit Accommodation and will maintain inventory of all such

Tender No.: CDI6712P18
Page **14** of **33** 

linens etc. The Supervisor-cum-Caretaker will ensure that the Bed Sheets, Pillow Covers, Table Cloths, Cushion Covers, Curtains, Towels and any other cloth materials of Company are washed/cleaned & pressed properly in a regular interval or on need basis. Proper register must be maintained for the laundry services, which will be verified by Company official from time to time. Laundry expenses will be reimbursed extra at actual by Company to the Service Provider along with their monthly payment, subject to submission/verification of records/bills.

- (f) The Caretaker will be responsible for taking good care of the premise/property and keep up-to-date inventory thereof. The Caretaker will provide cleaned linen, soap, toilet items etc. on arrival of guests/officers for their use in the rooms and also arrange for washing/cleaning. However, Magazines be decided Newspapers as to bv Company guests/occupants from time to time will be arranged by the Service Provider but the cost thereof shall be paid/reimbursed extra by Company to the Service Provider alongwith their monthly payment against bill(s). Monthly subscription/charges for Cable TV Connections will also be reimbursed extra by Company at actual to the Service Provider.
- (g) The Service Provider shall ensure proper maintenance of guest register, visitors book as desired by Company's Admin. Officer or his authorized representative from time to time.

#### 4.0 CATERING:

- (a) The utensils, appliances, tools and accessories for cooking and serving including cooking gas, gas stove/chullah, crockery & cutleries etc. as required shall be provided by Oil India Limited. However, the Service Provider will take good care of the same while using and extending hospitality to the guests/officers.
- (b) The Service Provider shall provide food/meals the guests/ Officers/(either vegetarian or non-vegetarian at guests' option) at the rates as fixed by Company from time to time. The number of meals will depend upon occupancy and there is no guarantee of minimum number of meals per day. The weekly menu of food items along with the rate chart and timings as approved by Company shall be displayed prominently in the premise. The meals viz; bed tea, breakfast, lunch, evening tea & snacks and dinner will be in accordance with the menu and the charges thereof shall be restricted to the Rate Chart (maximum rate), approved by Company. The menu and rate chart as currently applicable are shown below.

## (i) MENU:

Bed Tea	Tea or Coffee with Biscuit.
Breakfast	(i) Juice andFruits (ii) Roti/Paratha/Puri with Sabji Or
	Bread, Butter & Jamand either Milk-Cornflakes.

Tender No.: CDI6712P18
Page **15** of **33** 

	Or Idli/Dosa with Sambar &Chatni (iii) Egg to order (iv) Tea or Coffee
Lunch	<ul> <li>(i) Common Dishes for all:     Rice/Roti, Dal, Fried Veg. (Dry), Veg.     Curry (seasonal) and Sweet dish.</li> <li>(ii) For Veg. Guests: Paneer</li> <li>(iii) For Non-Veg. Guests: Chicken or     Mutton or Fish</li> </ul>
Evening Tea with Snacks	(i) Tea or Coffee (ii) Chop/Samosa/Pakoda etc.
Dinner	<ul> <li>(i) Common Dishes for all:     Rice/Roti, Dal, Dry Veg. (Fried) &amp; Veg. Curry (seasonal) and Sweet dish.</li> <li>(ii) For Veg. Guests: Paneer (iii)For Non-Veg. Guests: Chicken or Mutton or Fish</li> </ul>

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

## (ii)RATE CHART:

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

- (c) The raw materials for meals/snacks and other items as required for consumption of the occupants/guests will be entirely purchased by the Service Provider at their cost. The costs thereof are not be included in the monthly rate/charge agreed herein, but the charges for meals (per meal basis) to be directly settled/ collected by the Service Provider from the guests/occupants maximum upto the rates mentioned in the "RATE CHART" under clause No. 4.0(b)(2) above at the time of their checking out. Under no circumstance, the Service Provider shall charge more than Company's approved rate as above from any of the guest/ occupant, failing which Company reserves its right to recover such amount from Service Provider's monthly payment, besides taking other actions as deemed fit within the provisions of the contract.
- (d) The Service provider shall also make arrangements to provide packed food to the guests, if requisitioned on chargeable basis. Proper packing boxes/aluminium foil etc. should be used for this purpose. The packed food should be prepared dry/non-gravy type for comfortable carrying and per

Tender No.: CDI6712P18
Page **16** of **33** 

- meal rate should not exceed the cost of Lunch or Breakfast (as the case may be) shown in the Rate Chart above.
- (e) The Service Provider shall not prepare or serve any item other than those prescribed in the menu without prior approval of Company. Any change of daily menu, alterations or additions in the service items will require prior approval of Company's Admin. Officer or his authorized representative.
- (f) The Service Provider will also ensure proper storage /upkeepment of crockery/cutlery/stores/beverages/food items etc. in the most hygienic ways and proper inventory to be maintained.
- (g) The Service Provider shall be responsible for day-to-day housekeeping of the kitchen/pantries and maintain them in clean, neat and hygienic condition at all the times during contractual period.
- (h) The Service Provider shall use only the approved cooking medium for preparing food items. The officer(s) as nominated by Company shall check the quality and quantity of ingredients used for cooking from time to time.
- (i) All raw materials/ingredients for cooking (excluding cooking gas which will be provided by Company), Sanitation and Toiletries items like phenyl, harpic, Collin spray, Dettol, Soap, Shampoo, oil etc. for use of guests/occupants/officers will be provided by the Service Provider as actually required at his own cost. However, at times the Service Provider may be required to arrange for refilled cooking gas cylinders at his cost to overcome emergent situations, which will be reimbursed subsequently by Company at actuals, subject to submission of vouchers/ bills.

## 5.0 SERVICE CONDITIONS:

5.1 The Service Provider will make payment of wages to the work persons deployed by them for execution of this service agreement. The wages and emoluments for the work persons will not be in any case less than the amount prescribed by statutory authorities from time to time considering Minimum Wages Act etc. Consequences on account of violation of statutory law, rules and regulations in this regard will be solely to Service Provider's account. Company shall in no way be responsible or liable for payment or otherwise in any manner or on any account to the persons engaged by the Service Provider to carry out the services herein mentioned. Further, it shall be the responsibility of Service Provider to comply with all provisions of law relating to engagement of contract personnel, viz; Contract Labour (Regulation & Abolition) Act 1970, Gratuity Act, Industrial Dispute Act 1947, Employees Provident Fund Act, Workmen Compensation Act, Payment of Wages Act, Payment of Bonus Act 1965, Family Pension Scheme, Interstate Migrant Workmen (Regulation of Employment & Condition Service) Act 1979, Income Tax Act, GST Rules or any other Act or statute not hereinabove mentioned but having bearing over engagement of workers directly or indirectly. The Service Provider shall be the employees' Principal Employer for all intents and purposes in relation to their employment. However, in case any violation of statutory law/rules/regulation by the Service Provider is brought to the notice of Company, which amounts for financial claim/penalty, Company will be at liberty to deduct such amount from the

Tender No.: CDI6712P18
Page **17** of **33** 

Service Provider's monthly bill or from their Security Deposit/Performance Security and furnish the same to the respective statutory authority under reference to the Service Provider.

- 5.2 The Service Provider will have to maintain relevant records of such service hands engaged for execution of the jobs, which may be called for verification by Company in the event of default /failure to render the desired level of services. In the event of failure on the part of Service Provider to perform the duties in the manner as desired and/or does not comply with the contract provisions, Company shall have the right to deduct such amount deemed fit or feel appropriate as penalty. The amount of such deduction will be on pro-rata basis of the value of the contract or otherwise. The decision of Company in this regard will be final and binding on the Service Provider.
- 5.3 The Supervisor-cum-Caretaker should be available everyday throughout the contract period except on special occasions with proper substitution and prior permission of Company authorities. Any unauthorized absence of the Supervisor-cum-Caretaker will attract penalty at lumpsum rate of Rs 500/- (Rupees Five Hundred) per day or part thereof. Similarly, non-availability of services in any other category as provisioned herein due to unauthorized absence of work person(s) on any day will make the Service Provider liable to pay penalty @ Rs 300/- (Rupees Three Hundred) per day per person or part thereof.
- 5.3.1 Any replacement/substitution of work-person including the Supervisor-Cum-Caretaker, whether for short duration or for the rest of the contract period, must be made with prior consent of Company's designated Admin Officer. It will be the sole obligation of the Service Provider to ensure that the services are not suffered in any manner due to such replacement/ substitution.
- 5.4 The Service Provider shall ensure strict compliance /observance of rules & regulations set by Company for the premise.
- 5.5 The rooms shall always be under the possession of the Service Provider. The keys of the rooms shall remain with the Supervisor-cum-Caretaker who will be responsible for opening and closing of the rooms. However, allotment of rooms/allocation of guests will be strictly done by Company's designated Admin. Officer and/or his authorized representative only. The Service Provider under no circumstance shall allot room to any other person whosoever of his own.
- 5.6 The Service Provider will not allow/permit/carry out any unauthorized occupation of the rooms and will not carry on or permit/allow others to indulge in any undesirable, unlawful, obnoxious and illegal activities within the premises.
- 5.7 The Service Provider will make available the services of their work persons within the Premise for other activities like hosting Seminars, Meetings, Family gatherings and celebrations/functions of any nature by Company with or without families from time to time as per advice from Company.
- 5.8 The Service Provider shall duly insure all the persons engaged by him / her in pursuance of the agreement against accident, sickness, injury, loss of life and agree to indemnify Company against all liabilities in this regard. The Service Provider shall further accept liability and shall indemnify the Company against

Tender No.: CDI6712P18
Page **18** of **33** 

any liability, claim, proceeding expenses or losses in respect of personal injury of any person engaged by him / her.

- 5.9 The Company reserves the right to increase or to reduce the services and consequently the Service Provider would be paid remuneration on pro-rata basis, if possible. Otherwise, the rates of any such additional/reduced services have to be mutually agreed by both parties, prior to execution.
- 5.10 In case of theft, fire, accident etc., the Supervisor-cum-Caretaker must immediately inform all relevant agencies including Company's designated Admin Officer. FIR to be lodged in case of theft from the premise and a copy of FIR to be submitted to Company's Administration Department.

## 5.11 Termination:

- (a) If the Company considers that, the performance of the Contractor/ Service Provider is, not as per the scope of the work as specified in the contract, the Company shall notify the Contractor in writing and specify in details the cause. The Company shall have the option to terminate this Contract by giving fifteen (15) days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.
- (b) The Company also reserves the right to terminate the Agreement in/for its convenience at any time during the contractual validity. Such notice of termination shall specify that the termination is for the Company's convenience and the exact date on which such termination becomes effective, which shall not be less than seven (7) days from the date of notice. Should Company exercise this right, such termination of convenience will neither call for forfeiture of Performance Security nor the Service Provider will be entitled to any damages or compensation whatsoever, except payment for the services already rendered satisfactorily till the date and time of termination.
- 5.12 Settlement of disputes and arbitration: All disputes or differences whatsoever arising between the parties out of or relating to the work/services, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.
- 5.13 Set off clause: Any sum of money due to and payable to the Contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by the Company (OIL) and set off against any claim of the Company (OIL) (or such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any contract made by the Contractor with the Company (OIL) (or such other person or persons contracting through the Company).

# 5.14 Indemnity Agreement:

5.14.1 The Service Provider agrees to protect, defend, indemnify and hold the Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, costs, liens and judgment of every kind and character, without limit, which may arise in favour of the Service Provider's

Tender No.: CDI6712P18
Page **19** of **33** 

employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations/ services contemplated hereby, regardless of whether or not the said claims, demands or causes of action arise out of negligence or otherwise, in whole or in part, or other faults.

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

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

### 6.0 DURATION OF AGREEMENT:

The Contract shall become effective from the date and time as notified by Company through letter of award (LOA) of contract and shall remain valid for an initial period of two (2) years from the date of completion of mobilisation (i.e., the actual date of commencement of services by the Service Provider) of resources by Service Provider, with a provision for further extension upto maximum one year on same rates, terms and conditions at the option of Company. Any extension thereafter shall be on mutually agreed terms and conditions between the parties. However, Company reserves the right to terminate the agreement early, with written notice of minimum seven days (7), without assigning any reasons whatsoever. The Service Provider will be paid for the period of services rendered to Company's satisfaction prior to such termination, if any.

### 7.0 PERFORMANCE SECURITY:

7.1 On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Letter of Award (LOA) issued by Company to Contractor awarding the contract as per **Proforma** or in any other format acceptable to the Company and must be in the form of a Demand Draft or Bank Guarantee or irrevocable Letter of Credit (LC) from any schedule Indian Bank

Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

- a) Full address.
- b) Branch Code.
- c) Code Nos. of the authorized signatory with full name and designation.
- d) Phone Nos., Fax Nos., E-mail address.

Tender No.: CDI6712P18

The bidders will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

- 7.2 The Performance Security will be returned to the Service Provider after three (3) months of the date of expiry of the Agreement after adjustment of loss/compensation, if any, due to the Company for any reason. The Performance Security shall not accrue any interest. In case of default on the part of the Service Provider, the Performance Security shall automatically stand forfeited in full or in part and the Service Provider shall have no claim on this account whatsoever.
- 7.3 Failure of the successful Bidder to comply with the requirements of **clause 7.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

#### **8.0 RETENTION MONEY:**

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

# 9.0 INVOICING AND PAYMENT:

- 9.1 The Service Provider will submit their monthly invoice/bill in triplicate to Company's Exploration Basin Office at Duliajan at the end of each calendar month for the services rendered during the month, including attendance cum duly signed payment receipt sheet of the Service Provider's workpersons deployed in originalre, imbursement of actual expenses incurred, if any, towards Newspapers /Magazines, Laundry charges & Cable TV subscription etc. Bills must incorporate the Agreement No., Work-order No., PAN, GST Registration No., PF Code and Bank particulars including account No. & RTGS/IFSC code etc. for processing timely payment. Any claim towards such reimbursement must be accompanied with respective cash receipt/vouchers or self-certified document duly endorsed by Company's authorized official. All such claims of reimbursable are subject to checking and verification by Company. Income tax as applicable will be deducted from the monthly bill/invoice of the Service Provider as per Income Tax rules.
- 9.2 All payments due to the Contractor/Service Provider will be released by Company within twenty (20) days of receipt of undisputed bill/invoice after necessary deduction/adjustment, if any, per electronic mode through bank. Bank charges, if any, will be to Contractor/Service Provider's account.

Tender No.: CDI6712P18
Page **21** of **33** 

9.3 Rate for Payment: The rates payable to the Service Provider by Company as per provisions of this agreement upon full and proper performance of its contractual obligations are agreed as under:

Tender No.: CDI6712P18
Page **22** of **33** 

# SPECIAL CONDITIONS OF CONTRACT

- 1. Boarding, transportation, Insurance and medical expenses etc. of the supplied manpower shall be the sole responsibility of the contractor. However, OIL may provide a dormitory within the premises for the Head Cook, cook, caretaker and helper for taking rest.
- 2. Applicable GST against the contract will be paid by OIL against the GST Number/ invoice of the contractor. Any increase / decrease in the rate of GST will be to OIL's account. All other applicable statutory duties and taxes, if any, will be to the Contractor's account.
- 3. The Company reserves the right to increase or to reduce the services and consequently the Service Provider would be paid remuneration on pro-rata basis, if possible. Otherwise, the rates of any such additional/reduced services have to be mutually agreed by both parties, prior to execution.
- 4. Security personnel must be well versed in local language of Mizoram and must be able to communicate in either hindi or english language.
- 5. Caretaker, Cooks and helpers must be able to communicate in hindi language. Command over English and any other Indian language will be welcome. Also the caretaker should have decent command over english language so as to maintain records.
- 6. Both the Head cook and cook MUST be well versed in preparation of authentic Assamese and Bengali cuisine.
- 7. Inner Line Permit (ILP) for the work persons engaged by the service provider, if any, will be the sole responsibility of the service provider

&&&&&&&&&&&

Tender No.: CDI6712P18

Page **23** of **33** 

## PRICE SCHEDULE FORMAT

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

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

# NOTE:

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

Tender No.: CDI6712P18

by the Bidders will be inclusive of all taxes except GST(i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.

- 9. Please note that as per Section 171 of the GST act [Anti-Profiteering Provisions Under the GST Law], it is mandatory to pass on the benefit due to any reduction in rate of tax or from input tax credit to the consumer by the way of commensurate reduction in price.
- 10. Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for the services including GST(CGST & SGST/UTGST or IGST).
- 11. OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 12. Price Bid without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of contract/order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
- 13. <u>Zero</u>% Input Tax Credit on GST (Goods & Service Tax) is available to OIL & the same shall be considered for the Purpose of evaluation.

*ಬೆಬೆಬೆಬೆಬೆಬೆಬೆಬೆಬೆಬೆ* 

Tender No.: CDI6712P18
Page **25** of **33** 

# **CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

TO BE ISSUED BY PRACTISING <b>CHARTERED ACCOUNTANTS' FIRM</b> ON THEIR				
LETTER HEAD				
<u>1</u>	O WHOM IT MAY CONCER	<u>RN</u>		
	e following financial position			
audited financial statements				
Bidder/ Vendors/Contracto	•	, , <u> </u>		
accounting years upto	$\dots$ (as the case may be)	are correct.		
YEAR	TURN OVER	NET WORTH		
	In INR (Rs.) Crores /	In INR (Rs.) Crores /		
	US \$ Million)	US \$ Million)		
*D-+f () (:f1				
*Rate of Conversion (if used	any): USD 1.00 = INR	•		
Place:				
Date:				
Date.				
Seal:				
Scar.				
Membership No.:				
Registration Code:				
Signature				
Signature				

&&&&&&&&&&&&&&&&

Tender No.: CDI6712P18 Page **26** of **33** 

# **BID FORM**

To M/s. Oil India Limited, P.O. Duliajan, Assam, India

Sub: IFB No. CDI6712P18

Gentlemen,

Seal of the Bidder:

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.				
We undertake, if our Bid is accepted, to commence the work within () days calculated from the date of issue of Letter of Award (LOA).				
If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding for the due performance of the Contract.				
We agree to abide by this Bid for a period of 90 days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.				
Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.				
We understand that you are not bound to accept the lowest or any Bid you may receive.				
Dated this day of 2018.				
Authorised Person's Signature:				
Name:				
Designation:				

Tender No.: CDI6712P18 Page **27** of **33** 

# FORM OF BID SECURITY (BANK GUARANTEE)

To: M/s. OIL INDIA LIMITED, CONTRACTS DEPARTMENT, Duliajan, Assam, India, Pin - 786 602
WHEREAS, (Name of Bidder) (hereinafter called "the Bidder") has submitted their offer Dated for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s IFB No. CDI6712P18. 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 2018.
THE CONDITIONS of these obligations are:  1. If the Bidder withdraws their Bid within its original/extended validity; or  2. The Bidder modifies/revises their bid suomoto; or  3. The Bidder does not accept the contract; or  4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or  5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.
We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), 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.
The details of the Issuing Bank and Controlling Bank are as under:
A. Issuing Bank: BANK FAX NO: BANK EMAIL ID: BANK TELEPHONE NO.: IFSC CODE OF THE BANK:
B. Controlling Office: Address of the Controlling Office of the BG issuing Bank: Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:
SIGNATURE AND SEAL OF THE GUARANTORS Name of Bank & Address Witness Address

Tender No.: CDI6712P18
Page **28** of **33** 

(Signati	ure, Name	e and Address	s)
Date:			
Place:			

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

\*\* Date of expiry of Bank Guarantee should be as specified in the tender document.

#### Note:

The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

- i) "MT 760 / MT 760 COV for issuance of bank guarantee.
- ii) "MT 760 / MT 767 COV for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

Tender No.: CDI6712P18

# FORM OF PERFORMANCE BANK GUARANTEE

To: M/s. OIL INDIA LIMITED, CONTRACTS DEPARTMENT, Duliajan, Assam, India, Pin - 786 602.		
WHEREAS (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No to execute (Name of Contract and Brief Description of the Work) (hereinafter called "the Contract").		
AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.		
AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) (in words), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.		
We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.		
This guarantee is valid until the Day of		
The details of the Issuing Bank and Controlling Bank are as under:  A. Issuing Bank: BANK FAX NO: BANK EMAIL ID: BANK TELEPHONE NO.: IFSC CODE OF THE BANK:		
B. Controlling Office: Address of the Controlling Office of the BG issuing Bank: Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:		
SIGNATURE AND SEAL OF THE GUARANTORS Designation		
Name of Bank		
Address		
Witness		
Address		

Tender No.: CDI6712P18 Page **30** of **33** 

Date	
Place	

### Note:

The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

- i) "MT 760 / MT 760 COV for issuance of bank guarantee.
- ii) "MT 760 / MT 767 COV for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

Tender No.: CDI6712P18 Page **31** of **33** 

# AGREEMENT FORM

	Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s.  (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,
	WHEREAS the Company desires that Services (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;
	WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and
	WHEREAS, Company had issued a firm Letter of Award No dated based on Offer No dated submitted by the Contractor against Company's IFB No. CDI6712P18. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.
	NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -
1.	In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2.	In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
	<ul> <li>(a) Section-I</li> <li>(b) Section-II</li> <li>(c) Section-III</li> <li>indicating the Scope of Work/Terms of Reference;</li> <li>indicating the Special Terms &amp; Condition;</li> <li>indicating the Schedule of Rates.</li> </ul>
3.	In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
4.	The Company hereby covenants to pay the Contractor in consideration of the

1.

2.

Tender No.: CDI6712P18 Page **32** of **33** 

the times and in the manner prescribed by this Contract.

provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at IN WITNESS thereof, each party has executed this contract at Duliajan, Assam as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of Company (Oil India Limited)	for and on behalf of Contractor (M/s)	
Name:	Name:	
Status:	Status:	
In presence of	In presence of	
1.	1.	
2.	2.	

Tender No.: CDI6712P18
Page **33** of **33**