

## INVITATION FOR BIDS

### **e-Tender No. CLI6041P15** **Bid Closing Date: 05.03.2015**

OIL INDIA LIMITED (OIL), a Govt. of India Enterprise, invites competitive bids from domestic bidders for **watch and ward surveillance services for OIL's property at Delhi and NOIDA**, through its e- Procurement portal <https://etender.srm.oilindia.in/irj/portal>. Application showing full address and email address with Tender Fee (Non-refundable) of Rs. 5,000.00 (PSU and SSI Units are exempted) through DD in favour of M/s. Oil India Limited and payable at Noida/Delhi is to be sent to Group General Manager (C & P), Oil India Limited, Plot No. 19, Sector-16A, NOIDA-201301 [email ID: corp\_c&p@oilindia.in] only from **04.02.2015 to 25.02.2015**. The application along with the Tender Fee and e-mail ID must reach the office of Group General Manager (C & P) within the working hours as on **25.02.2015**. The envelope containing the application for participation should clearly indicate "Request for participation in E-Tender" for easy identification and timely issue of authorization. No physical tender documents will be provided. On receipt of requisite tender fee, non-transferable unique USER\_ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e- Procurement portal. 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).

Note: The USER ID & Password are unique/non-transferable and only one set of the same will be issued against one e-mail ID (one Party). PSUs and SSI units registered with NSIC claiming exemption from payment of tender fee should submit their request with all credentials on or before **25.02.2015** to get access for participation in the tender.



**ऑयल इंडिया लिमिटेड**

(भारत सरकार का उपक्रम) पंजीकृत कार्यालय : दुलियाजान, असम

**Oil India Limited**

(A Government of India Enterprise) Registered Office : Duliagan, Assam

प्लॉट नं० 19, सेक्टर 16-ए, नोएडा-201301, उत्तर प्रदेश  
Plot No. 19, Sector 16-A, Noida-201301, Uttar Pradesh  
दूरभाष / Telephone : 0120 - 2488333 - 347 फैक्स / Fax : 0120 - 2488310

## **SECTION – I**

### **C O V E R I N G   N O T E**

**e-Tender No. CLI6041P15 Dated 27.01.2015**  
**Bid Closing Date: 05.03.2015**

### **INVITATION TO E-BID UNDER SINGLE STAGE TWO BID SYSTEM FOR WATCH AND WARD SURVEILLANCE SERVICES FOR OIL'S PROPERTY AT DELHI AND NOIDA.**

Oil India Limited (OIL), a Govt. of India Enterprise, invites quotations under Single Stage Two Bid System through its online portal, from experienced and competent parties for **watch and ward surveillance services for company's property at Delhi and NOIDA.**

1.0 The bid document for the above service comprises of the following Sections:

SECTION 6 I	:	COVERING NOTE
SECTION 6 II	:	INSTRUCTIONS TO BIDDERS
SECTION 6 III	:	GENERAL TERMS AND CONDITIONS
SECTION 6 IV	:	SCOPE OF WORK
SECTION 6 V	:	SPECIAL CONDITIONS OF CONTRACT
SECTION 6 VI	:	BIDDING FORMAT
SECTION 6 VII	:	FORM OF BID SECURITY (BANK GUARANTEE)
SECTION 6 VIII	:	FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)
SECTION 6 IX	:	SAMPLE FORM OF AGREEMENT
SECTION 6 X	:	BID REJECTION / EVALUATION CRITERIA (BRC/BEC)
PROFORMA 6 I	:	STATEMENT OF COMPLIANCE
PROFORMA 6 II	:	INTEGRITY PACT
ANNEXURE-I	:	GENERAL GUIDELINES TO BIDDERS FOR PARTICIPATING IN OIL'S e-PROCUREMENT TENDERS

2.0 You are requested to submit your most competitive bid well before the scheduled bid closing date and time. For your ready reference, few salient points (covered in details in this Bid document) are high-lighted below:

- i) Tender No. : **CLI6041P15 dated 27.01.2015**
- ii) Type of Bid : **Single Stage - Two Bid System**
- iii) Tender Fee (Non-refundable) : Rs. 5,000.00
- iv) Address to send application for User-ID & Password : Office of Group General Manager  
(Contracts & Purchase)  
OIL INDIA LIMITED  
Plot No. 19, Sector-16A  
NOIDA 201 301, UTTAR PRADESH
- v) Bid Closing Date & Time : **As Mentioned in the On-line Tender**
- vi) Bid Opening Date & Time : **As Mentioned in the On-line Tender**
- viii) Bid Opening Place : OIL INDIA LIMITED  
Plot No. 19, Sector-16A, NOIDA 201 301
- ix) Bid Security Amount : Rs. 3,56,000.00
- ix) Amount of Performance Security : 7.5% of estimated contract value of one year.
- x) Duration of the Contract : Initial period of the Contract will be 2 years with a provision for extension by another 1 year at the same rates, terms and conditions at the sole option of OIL.

**3.0 Description of Service:** Watch and ward surveillance services for company's property at Delhi and NOIDA.

**4.0 Integrity Pact:**

OIL shall be entering into an Integrity Pact with the bidders as per the format enclosed vide **PROFORMA-II** of the bid document. Each page of this Integrity Pact Proforma has been duly signed by OIL's Competent Signatory. This Proforma has to be uploaded by the Bidder (along with the Technical Bid) duly signed by the same Signatory who sign the bid. Any bid not accompanied by the Integrity Pact Proforma, duly signed by the Bidder shall be rejected. All pages of the Integrity Pact is to be signed by the bidder's authorized signatory who sign the bid.

**NAME OF INDEPENDENT EXTERNAL MONITOR:**

- (a) Shri N. Gopalaswami, IAS (Retd.).  
Phone: +91-44-2834-2444 (Res), 96001 44444 (Mobile).  
E-mail: [gopalaswamin@gmail.com](mailto:gopalaswamin@gmail.com)
  - (b) Shri Ramesh Chandra Agarwal, IPS.  
Phone: +91-9810787089, 91-1122752749.  
E-mail: [rcagarwal@rediffmail.com](mailto:rcagarwal@rediffmail.com)
- 5.0 This tender is invited under **SINGLE STAGE- TWO BID SYSTEM**. The bidders are required to submit their bids through electronic format in OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Detailed Guidelines to bidders for participating in OIL's e-Procurement tenders

are given in website. Please ensure that **TECHNO-COMMERCIAL UN-PRICED BID / ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER** are to be uploaded in the **Technical RFX Response** link only. Please note that no price details should be uploaded in **Technical RFX Response** link. Details of prices as per Bid format / Price-bid can be uploaded as Attachment in the attachment link under “**Notes and Attachments**”. A screen shot in this regard is given below. However, we request bidders to go through OIL& e ó Portal / Website before uploading their bids for updated information regarding participation requirements and procedure for OIL& e ó tenders. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Section - X.

**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:**

**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

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

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

Service and Delivery Information

Incoterms

and Statistics

Created By

Created Date

Last Processed By

Last Processed Date

▼ Partners and Delivery Information

Details | Send E-Mail | Call | Clear

Function	Number	Name	Valid from
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.

**Edit RFX Response:**

Submit | Read Only | Print Preview | Check | **Technical RFX Response** | Close | Save | Verify signature

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

▼ 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\*\*

### **Notes :**

- \* 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.
- 5.1 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.
- 5.2 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.
- 5.3 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
- 5.4 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 6.0 Interested bidders may contact the following person for any technical clarifications/ site visit against the tender.

**Mrs. N. Ratna**  
**Chief Manager (Admin)**  
**OIL INDIA LIMITED, Plot No. 19, Sector 16A**  
**NOIDA 201301**  
**Mobile No. 09810539139**  
**Email: [nratna@oilindia.in](mailto:nratna@oilindia.in)**

- 7.0 We now look forward to your valuable offer through OIL's eportal against the tender.
- 8.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

Thanking you,

Yours faithfully,  
OIL INDIA LIMITED

(N. Sarmah)  
Deputy Manager (Materials)  
For Senior Advisor (C & P)  
For Group General Manager (C & P)  
For Chairman & Managing Director

**(END OF SECTION – I)**

## **SECTION – II**

### **INSTRUCTIONS TO BIDDERS**

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

#### **A. BIDDING DOCUMENTS**

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

- (a) A Covering Letter highlighting the following points:

- (i) Oil India Limited's Tender No.
- (ii) Type of Bidding
- (iii) Cost of Bid Document/Tender fee
- (iv) Address to send application for User-ID & Password
- (v) Bid closing date and time
- (vi) Bid opening date, time and place
- (vii) The amount of Bid Security
- (viii) The amount of performance security
- (ix) Duration of the Contract

- (b) COVERING NOTE (Section - I)
- (c) INSTRUCTIONS TO BIDDERS (Section - II)
- (d) GENERAL TERMS AND CONDITIONS (Section - III)
- (e) SCOPE OF WORK (Section - IV)
- (f) SPECIAL CONDITIONS OF CONTRACT (Section - V)
- (g) BIDDING FORMATE (Section - VI)
- (h) FORM OF BID SECURITY (BANK GUARANTEE) (Section - VII)
- (i) FORM OF PERFORMANCE BANK GUARANTEE (Section - VIII)
- (j) SAMPLE FORM OF AGREEMENT (Section - IX)
- (k) BID REJECTION / EVALUATION CRITERIA (BRC/BEC) (Section - X)
- (l) PROFORMA - I: STATEMENT OF COMPLIANCE
- (m) PROFORMA ó II: INTEGRITY PACT
- (n) ANNEXURE-I: GENERAL GUIDELINES TO BIDDERS FOR PARTICIPATING IN OIL'S e-PROCUREMENT TENDERS.

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

#### **3.0 AMENDMENT OF BIDDING DOCUMENTS:**

- 3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document through an Addendum/Corrigendum.

- 3.2 The Addendum/Corrigendum will be sent in writing or by Fax/E-mail/Courier/Post to all prospective Bidders to whom Company issued the bid documents. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum/Corrigendum into account in preparation of their bid or for any other reason.

**B. PREPARATION OF BIDS**

4.0 LANGUAGE OF BIDS:

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

5.0 DOCUMENTS COMPRISING THE BID:

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

**I. TECHNO-COMMERCIAL UNPRICED BID**

- (i) Documentary evidence in accordance with the Bid Rejection Criteria (BRC) as per Section-X.
- (ii) A scanned copy of the Bid Security in accordance with para 9.0 below should be uploaded along with the Unpriced bid documents. ***[Original hard copy of Bid Security should reach the Office of Chief Advisor (Contracts & Purchase), NOIDA before Bid closing date and time].***
- (iii) Statement of compliance as per **Proforma-I**.
- (iv) Integrity Pact as given in Proforma-II, duly signed by the same signatory who signs the bid.

**II. COMMERCIAL (PRICED) BID**

Bid Form & Schedule of rates as per Section VI.

6.0 BID FORM:

- 6.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document vide Section - VI.

7.0 BID PRICE:

- 7.1 Prices should be quoted through OIL&G e - Portal filled in Bidding Format in complete to be uploaded as attachment to the Bid.
- 7.2 Price quoted by the Successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 7.3 All duties and taxes, corporate income taxes and other levies payable by the Contractor (excluding Service tax) under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price

submitted by the bidder. Evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

8.1 These are listed in Bid Rejection Criteria vide Section ó X.

9.0 BID SECURITY:

9.1 Pursuant to Para 5.0 above, the Bidder shall furnish as part of its Technical bid, Bid Security in the amount as specified in the "Covering Note".

9.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-para 9.7 below.

9.3 The Bid Security shall be denominated in the currency of the bid, and shall be in the form of Demand Draft, Banker's Cheque or a bank guarantee issued by a scheduled Indian Bank or a foreign bank through its Indian branch in the form provided in the Bid Document and valid for 30 (thirty) days beyond the validity of the bid. The bank guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Noida or alternatively at Delhi.

9.4 Any Bid not secured in accordance with above-mentioned subparagraphs 9.1 to 9.3 will be rejected by Company as non-responsive. However, Central Govt. Offices, Public Sector undertakings and firms registered with NSIC/Directorate of Industries are exempted from submission of bid security. Parties registered with Government Departments are not exempted from submission of bid security against this tender. However, the firms registered with NSIC/Directorate of Industries have to submit evidence that they have a current and valid registration for the item(s) they intend to bid including the prescribed monetary limit.

9.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 (thirty) days of expiry of the period of bid validity.

9.6 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the performance security.

9.7 The Bid Security will be forfeited:

(a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or

(b) If a Successful Bidder fails:

i) To sign the contract within reasonable time and within the period of bid validity, and /or,

ii) To furnish Performance Security.

(c) If the Bidder furnished fraudulent document/information in their bid.

10.0 PERIOD OF VALIDITY OF BIDS:

10.1 Bids shall remain valid for 75 (seventy five) days after the date of bid opening prescribed by the Company.



- 10.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid but shall arrange suitable validity extension of their bid security provided under para 9.0 above.
- 11.0 **FORMAT AND SIGNING OF BID:**
- 11.1 The bid and all uploaded documents must be Digitally signed using öClass 3ö 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 (RCAD), Controller of Certifying Authorities (CCA) of India.
- 11.2 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 öClass -3ö with Organizations name, the bid will be rejected.
- 11.2.1 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
- 11.2.2 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 11.3 The bid should contain no interlineations ,correcting fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person(s) signing the bid. Any bid not meeting this requirement shall be liable for rejection.

**C. SUBMISSION OF BIDS:**

- 12.0 **SEALING AND MARKING OF BIDS:**
- 12.1 This tender is invited under **SINGLE STAGE- TWO BID SYSTEM**. The bidders are required to submit their bids through electronic format in OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Detailed Guidelines to bidders for participating in OIL's e-Procurement tenders are given in website. Please ensure that **TECHNO-COMMERCIAL UN-PRICED BID / ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER** are uploaded in the **Technical RFX Response link** only. **Please note that no price details should be uploaded in Technical RFX Response link.** Details of prices as per Bid format / Price-bid can be uploaded as Attachment in the attachment link under **“Notes and Attachments”**. A screen shot in this regard is given below. However, we request bidders to go through OIL's e ó Portal / Website before uploading their bids for updated information regarding participation requirements and procedure for OIL's e ó tenders. A screen shot in this regard is given in Para 5.0 of Section - I. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Section - X.
- 12.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **PROFORMA – I** of Section ó X. This should be a part of the Technical-bid.

- 12.3 Timely delivery of the bids is the responsibility of the Bidders. Bidders should submit their bid on-line before closing of the tender Date and Time.
- 12.4 Bids other than submitted through OILØs e ó tender portal shall not be accepted.
- 13.0 DEADLINE FOR SUBMISSION OF BIDS:
- 13.1 **No bid can be submitted after the submission dead line is reached. Bids are to be submitted before the Bid Closing Date and Time mentioned in the “Invitation for Bid” in the System.** The system time displayed on e-procurement web page shall decide the submission dead line.
- 14.0 MODIFICATION AND WITHDRAWAL OF BIDS:
- 14.1 The Bidder, after submission of bid, may modify or withdraw its bid prior to bid closing, if considered inevitable.
- 14.2 No bid can be modified subsequent to the deadline for submission of bids. Post tender modification(s) of bid by any bidder within the period of its bid validity may lead to rejection of such offer and forfeiture of bidder's Bid Security in full. Such modification (s) may also call for debarment of the bidder.
- 14.3 Bidder can delete their original bid and upload again their correct/revised bids within the stipulated bid closing date and time. However, such corrections/revisions/resubmission of bids including last minute decision by Bidders shall be solely on bidders' risk and responsibility. Company shall not assume any liability in this regard.
- 15.0 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.
- 16.0 BID OPENING AND EVALUATION
- 16.1 Company will open the Bids, including submission(s) made pursuant to para 14.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorization letter from the bidder at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the opening of tenders. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 16.2 Bid (if any) which are withdrawn prior to bid closing date shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.
- 16.3 At bid opening, Company will announce the Bidders' names, furnishing of requisite Bid Security and such other details as the Company may consider appropriate.
- 16.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-para 16.3.

- 16.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. 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.
- 16.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. 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. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 16.7 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.
- 16.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material/service deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 17.0 OPENING OF PRICE-BIDS
- 17.1 Company will open the Price-bids of the technically qualified Bidders on a specific date in presence of interested qualified bidders. Technically qualified bidders will be intimated about the price bid opening date and time in advance and they will be allowed to present at the time of price bid opening. It is bidder's choice if they want to be present or not at the time of price bid opening.
- 17.2 The Company will examine the Priced-bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.
- 17.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.
- 18.0 EVALUATION AND COMPARISON OF BIDS:
- 18.1 The Company will evaluate and compare the bids as per Bid Evaluation Criteria (Section-X) of the tender document.
- 19.0 CONTACTING THE COMPANY:
- 19.1 Except as otherwise mentioned anywhere in the Tender Document, no Bidder shall contact Company 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 Company vide para 16.5.
- 19.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in rejection of their bid.

**D. AWARD OF CONTRACT**

**20.0 AWARD CRITERIA:**

20.1 The Company will award the Contract to the Contractor whose bid has been determined to be substantially responsive and has been determined as successful bidder as per the Bid Evaluation Criteria, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**21.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:**

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

**22.0 NOTIFICATION OF AWARD:**

22.1 Prior to expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder in writing by registered letter or by fax (to be confirmed in writing by registered / courier letter) that his bid has been accepted.

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

**23.0 SIGNING OF CONTRACT:**

23.1 At the same time as the Company notifies the successful Bidder that his Bid has been accepted, the Company will either invite the bidder for signing of the agreement or send the Contract Form provided in the bidding document. The form will be accompanied by the General & Special Conditions of Contract, scope of works, schedules of rates and all other relevant documents.

23.2 Within 15 (fifteen) days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

**24.0 PERFORMANCE SECURITY:**

24.1 Within 15 (fifteen) days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount specified in the Forwarding Letter in the form of Bank Guarantee in the format as provided in the Bidding Document or in any other form acceptable (Demand Draft) to the Company from a Bank located in India. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

24.2 The performance security specified above must be valid for 06 (six) months beyond the expiry date of the contract to cover any obligation and to lodge claim, if any. The same will be discharged by Company after 06 (six) months of the expiry of the Contract period. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover the contract value for the extended period and also to extend the validity of the performance security accordingly.

24.3 Failure of the successful bidder to comply with the requirements of para 23.1 to 24.1 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event, the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

**25.0 RETENTION MONEY :**

**Not applicable against this tender**

**26.0 PAYMENT TERMS:**

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

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

**27.0 FURNISHING FRAUDULENT INFORMATION / DOCUMENT:**

If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security / Performance Security shall be forfeited and the bidder / contractor shall be debarred for a period of three (03) years from the date of detection of such fraudulent act, besides legal action.

**(END OF SECTION – II)**

## **SECTION –III**

### **GENERAL TERMS AND CONDITIONS**

#### **1.0 DEFINITIONS:**

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

- 1.1 'Contract' means the terms and conditions contained in the document entitled "Watch and ward surveillance services for OIL's property at Delhi and NOIDA" and the attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 'Contractor' means the individual or firm or body incorporated performing the work under this contract.
- 1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 'The Work' means each and every activity required for the successful performance of the services described under this contract.
- 1.5 'Operating Area' means those areas on-shore in India in which company or its affiliated company may from time to time be entitled to execute such services/operations.
- 1.6 'Site' means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.7 'Contract Price' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.8 'Company's Items' means the equipment, materials and services which are to be provided by Company/Contractor at the expense of Company.
- 1.9 'Contractor's Items' means the equipment, materials and services which are to be provided by Contractor/Company at the expense of the Contractor.
- 1.10 'Commencement Date (Zero Date)' means the date from the receipt of the LOA (Letter of Award) from OIL as per the scope of work of the Contract or as mentioned in LOA/Contract.
- 1.11 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 1.12 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

#### **2.0 COMMENCEMENT DATE AND DURATION OF CONTRACT:**

The successful bidder must commence to provide the required service as per Scope of Work in all aspects with effect from 01.05.2015 or as specified in the

Letter of Award (LOA)/ Contract. Initial period of the Contract will be 2 years with a provision for extension by another 1 year at same rates, terms and conditions at the sole option of OIL.

3.0 CONTRACTOR'S PERSONNEL:

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

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

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

4.0 GENERAL OBLIGATIONS OF CONTRACTOR:

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

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

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

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

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

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

5.0 GENERAL OBLIGATIONS OF COMPANY:

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

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

6.0 PAYMENT TERMS

As defined under para 26.0 of Section 6 II.

7.0 PENALTY

As defined under para 32.0 of Section - V.

8.0 TAXES AND DUTIES

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

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

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

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

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

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

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

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



- 8.9 Prior to start of operation under this contract, the Contractor shall furnish the Company all necessary documents, as asked for, which may be submitted to Income Tax Authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 8.10 Corporate and personnel taxes on Contractor and their sub-contractor shall be the liabilities of the Contractor and Company shall not be responsible on this account.
- 8.11 All local taxes, levies and duties, sales tax, octroi, excise duty etc. on purchases/sales by the Contractor, its sub-contractor and agents shall be borne by the Contractor.
- 9.0 STATUTORY OBLIGATIONS AND SUBSEQUENTLY ENACTED LAWS:
- 9.1 The Contractor shall comply with all the statutory obligation of Government of India and State applicable at the Site and the Purchaser shall not be liable for any action of the statutes applicable due to non-fulfillment of statutory obligations by the contractor.
- 9.2 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or by-law of any local or other duly constituted authority in relation to the execution of the Work.
- 9.3 The Contractor shall conform and comply in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall indemnify the Purchaser against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-law.
- 9.4 Subsequent to the Bid Closing Date of the Tender, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the Company/Contractor shall reimburse/pay Contractor/Company for such additional /reduced costs actually incurred.
- 10.0 USE OF COMPANY'S EQUIPMENT :
- 10.1 Contractor shall assume the risk of and shall be solely responsible for damage to and loss or destruction of materials and equipment or supplies furnished by Company. In case there is a loss or damage to the company's equipment for causes attributable to contractor, the contractor shall compensate the company.
- 11.0 WAIVERS AND AMENDMENTS:
- It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

12.0 **CONFIDENTIALITY:**

12.1 Contractor agrees to be bound by professional secrecy and undertakes to keep confidential any information obtained during the conduct of services and to take all reasonable steps to ensure that Contractor's personnel likewise keep such information confidential.

12.2 This obligation shall be kept in force even after the termination date and until such information will be disclosed by Company.

13.0 **NOTICES:**

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

**COMPANY**

OIL INDIA LIMITED  
PLOT NO. 19, SECTOR-16A,  
NOIDA 6 201 301  
UTTAR PRADESH  
Fax No. 0120-2488327  
E-MAIL: corp\_c&p@oilindia.in

**CONTRACTOR**

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

14.0 **HEADINGS:**

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

**15.0 LIABILITY**

15.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and or his Contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and subcontractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting therefrom.

15.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and / or of its Contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

15.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its

subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

- 15.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the contractor and of its contractors, subcontractors and / or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 15.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or his contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and / or its servants, agents, nominees, assignees, contractors and subcontractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss of damage and any suit, claim or expense resulting therefrom.
- 15.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of contractor and/or its servants, agents, nominees, assignees, contractors and subcontractors Company shall protect, defend indemnify and hold harmless contractor from and against such liabilities and any suit, claim or expense resulting therefrom.
- 15.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of Company and/or its contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 15.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servant, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the Company and of its contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

## **16.0 CONSEQUENTIAL DAMAGE**

- 16.1 Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss of profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

## **17.0 WITH-HOLDING**

17.1 Company may with-hold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of :

- (a) For non-completion of jobs assigned as per Section-IV.
- (b) Contractor's indebtedness arising out of execution of this contract.
- (c) Defective work not remedied by Contractor.
- (d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- (e) Failure of Contractor to pay or provide for the payment of salaries / wages, contributions, unemployment, compensation, taxes or enforced savings with-held from wages etc.
- (f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- (g) Damage to another Contractor of Company.
- (h) All claims against Contractor for damages and injuries, and / or for non-payment of bills etc.
- (i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.
- (j) With-holding will also be effected on account of the following :
  - i) Garnishee order issued by a Court of Law in India.
  - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
  - iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws .

17.1.1 When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held.

17.2 Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor which is directly / indirectly due to some negligent act or omission on the part of Contractor relating to the Contractor's obligation on the Contract.

## **18.0 APPLICABLE LAW :**

The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India.

18.1 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited

to, in force from time to time and obtain necessary permits / licenses etc. from appropriate authorities for conducting operations under the Contract :

- a) The Minimum Wages Act, 1948.
- b) The Workmen's Compensation Act, 1923.
- c) The Payment of Wages Act, 1963.
- d) The Payment of Bonus Act. 1965.
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- f) The Employees Pension Scheme, 1995.
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- i) Act related to States.
- j) Service Tax Act.
- k) Any other law and regulations applicable to carry out the complete job/assignment as per the Contract.

18.2 For any violation of law, rules, statutory obligations/regulations etc. Contractor will be solely responsible. Company will not be responsible for the same by any means.

19.0 **FORCE MAJEURE:**

19.1 In the event of either party being rendered unable by "Force Majeure" to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such "Force Majeure" will stand suspended as provided herein. The word "Force Majeure" as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

19.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

19.3 Either party will have the right to terminate the contract if such "force majeure" condition continues beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment would apply after expiry of fifteen (15) days period unless otherwise agreed to. In case a force majeure situation arises for a particular no of days, the contract period shall be extended by that many days without Liquidated Damages.

**20.0 TERMINATION:**

**20.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION)**

The contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or extension, if any, thereof or completion of their obligation under the Contract whichever is applicable.

**20.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE**

Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in Para 19.0 above.

**20.3 TERMINATION ON ACCOUNT OF INSOLVENCY**

In the event that the Contractor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's right and privileges hereunder, shall stand terminated forthwith.

**20.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE**

If the Company considers that the performance of the Contractor is unsatisfactory, or not up-to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 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.

**20.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT**

In case the Contractor's rights and/or obligations under the Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Contract.

**20.6 CONSEQUENCES OF TERMINATION**

In all cases of termination herein set forth, the obligation of the Company to pay the rates or any other charges shall be limited to the period up to the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

**20.7 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 (fifteen) successive days (not including force majeure delay). Company, at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.**

**20.8 Upon termination of the Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.**

**20.9 In the event of termination of Contract, Company will issue Notice of Termination with date or event after which the Contract will be terminated.**

The Contract shall then stand terminated and the Contractor shall demobilize their personnel and materials.

**21.0 SET OFF:**

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

**22.0 ARBITRATION:**

22.1 The Contractor and the Company shall make every effort to resolve amicably by direct informal negotiation any disagreement arising between them under or in connection with the agreement.

22.2 In the event of any disagreement or dispute arising in connection with execution of the Agreement which cannot be settled in an amicable manner between the Contractor and the Company, the matter shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1996 as amended upto date by any statutory modification or reenactment thereof for the time being in force. Arbitration proceeding will be held in Delhi/ Noida.

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

Contractors are advised not to employ serving Company employees without its prior permission. It is also advised not to employ ex-personnel of the Company within the initial 2(two) years period after their retirement/resignation/severance from service without specific permission of the Company. Company may decide not to deal with such firm(s)/ Contractors who fail to comply with the advice.

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

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

**25.0 MISCELLANEOUS PROVISIONS**

25.1 Contractor shall give all notices and pay all fees required to be given or paid for by any National or State statute, ordinance, or other law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the

performance of the services and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

- 25.2 Contractor shall confirm in all respect with provisions of any such statute, ordinance or law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the services and with such rules and regulations of public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such statute, ordinance or law, regulations or bye-law.

**(END OF SECTION - III)**



## **SECTION – IV**

### **SCOPE OF WORK**

1. The Company has its Corporate office at Plot No. 19, Sector-16A, NOIDA-201301, U.P. and other establishments like guest house and residential accommodations in Delhi and NOIDA. The Watch & Ward/Surveillance services (Security Services) shall be provided by the Contractor at the Company's Corporate Office premises at Plot No. 19, Sector-16A, NOIDA and any other establishment as per the requirement of the Company within the NCR.
2. The Contractor shall ensure round-the-clock high alert security service for 24 hours a day and all the 7 (seven) days a week to safeguard the premises and assets of the Company. The number of guards may be increased or decreased depending on requirement. In the event of the Company requiring additional guards at any particular point of time, the Contractor shall provide the same. In an emergency, the instructions for such requirement will be intimated to the Contractor verbally which is to be confirmed in writing subsequently.
3. As regards the deployment of the guards, the Company will provide the Contractor in writing a list of locations where the guards are required to be deployed.
4. Guard deployed at Office/ Residential Complex shall adhere to the instructions issued by the Company from time to time regarding parking of vehicles in the premises.
5. At least one guard during the day shift posted in office should be able to drive vehicles for parking purpose. Such guard should possess proper driving licence.
6. The contractor shall deploy guards and the supervisors (ex-servicemen not below the rank of JCO/INSPECTOR) conforming to the security requirement.
7. The Guards shall ensure frisking of the employees, visitors etc at the gate, check them with the metal detector (Company shall provide the metal detector). They will also have to check all the vehicles at the main gates of the premises.
8. The Guards and security supervisors deployed by the Contractor for security duty should be well trained in fire fighting, operating the fire-protection system(s) / equipment(s) and fire extinguishers and providing first-aid.
9. The Contractor shall deploy adequate supervisory personnel to re-ensure that the services are provided to the full satisfaction of the Company.
10. The Contractor shall arrange for proper record keeping of visitors.
11. The Contractor shall regulate incoming and outgoing materials to and from the premises to prevent theft and pilferage.
12. The Contractor shall ensure smooth operation of fire and safety measures.
13. The Contractor shall maintain/arrange special dress code for functions, events etc. and also for protocol duty etc.

14. The Contractor shall ensure protection of Company's property, materials, files, records, documents, equipments etc. where ever applicable.
15. The Contractor's personnel shall monitor electric points, switches, lights, Air conditioners, fans etc. for switching off and on, as and when required.
16. The Contractor's personnel shall report any untoward incidents to the proper authority immediately.
17. The Contractor's personnel shall be vigilant for prevention of misuse of water, electricity by switching off light/fan/Air-conditioners after office hours.

**(END OF SECTION – IV)**

## **SECTION –V**

### **SPECIAL CONDITIONS OF CONTRACT**

1. **Duration of Contract:** The successful bidder must commence to provide the required service as per Scope of Work in all aspects with effect from 01.05.2015 or as specified in the Letter of Award (LOA)/ Contract. Initial period of the Contract will be 2 years with a provision for extension by another 1 year at same rates, terms and conditions at the sole option of OIL.
2. The Contractor shall ensure that all his employees observe cleanliness and wear neat and clean uniforms with Identity Cards duly displayed and that they are courteous, polite, disciplined and prompt while rendering efficient service in their respective areas. The Contractor shall have full control over the security staff engaged by him. The Contractor shall give necessary guidance and directions to his staff to carry out the jobs assigned to them. The names of the security guards and security agency should always be displayed by them on their uniforms for identification purpose.
3. The Contractor shall also be solely responsible for the payment of wages and/or dues to his employees.
4. All liabilities arising out of violation of local laws and/or central laws shall be Contractor's responsibility. The Contractor shall furnish a detailed fortnightly duty chart of his employees and shall keep the Company informed of any change in the list from time to time. The fortnightly duty chart should give the specific names of employees and the respective duties they are required to attend to. A copy of the duty chart shall be displayed by the Contractor on the Notice Board also.
5. The Contractor will provide all material(s) / equipment(s) required for day to day security including Torch, Whistles, Batons and neat and clean summer/winter uniform and protective materials like overcoats, umbrella, etc. at his cost.
6. The Contractor shall maintain a register for marking the attendance by security personnel deployed by him, which shall be checked/ verified by Company's representative, regularly.
7. Entry in the Office is restricted. The guards on duty at the gates/reception will ensure that only the authorised persons enter after proper verification and intimation from authorized personnel of the Company.
8. The Contractor and the persons employed by him shall not divulge to outsiders any information about the equipment(s) installed, divulge information about the employees of the Company as well as the activities of the Company. The Contractor will also have the responsibility to safeguard Company's moveable and immovable property, besides protecting the environment.
9. The Contractor shall ensure opening and proper locking of all rooms of Company's office. In case of any theft, breakage, pilferage of any fixture and/or fittings, furniture, equipment, etc., the responsibility shall be of the Contractor and he shall report the same to the office. If after a departmental enquiry, it is found that the loss has occurred due to negligence of the contractor's guard/guards on duty, Company will have full right to recover the loss in full or adjust from the

dues or security deposit of the Contractor. The decision of Company in this regard will be final and binding on the Contractor.

10. The Contractor will be responsible for protection of Company's property, materials, files, records, documents, equipments etc wherever applicable. The Contractor personnel shall monitor electric points, switches, lights, ACs, fans etc. and prevent misuse of water, electricity by switching off light/fan/acs after office hours.
11. The Contractor shall regulate incoming and outgoing materials so as to prevent any theft and pilferage.
12. The Contractor shall make payment of wages etc., to the employees deployed by him by First Week of every month, in the presence of the Company's official, so that there is no disruption on the performance of duties of the deployed persons.
13. The Contractor shall pay wages and maintain deployment pattern/working hours of his employees as per the prevailing Minimum Wages Act/statutory rules. It shall be the responsibility of the Contractor to ensure payment of at least the minimum wages applicable at the place/area of his deployment as per the minimum wages Act.
14. The Contractor shall furnish a list of security guards and supervisory staff deployed by the Contractor against the Contract detailing their names, age, qualification, present and permanent address, the Army/Air/Navy command unit from where the person has retired, the date of retirement, number of pension payment order for the record of the Company.
15. Deployment of any fresh staff in replacement should be only with the prior permission of the Company. The Contractor shall deploy only those whose antecedents have been verified by the Police Authorities/District Sainik Board/Record Officers of the Defence Services.
16. The Contractor shall fully comply with all the applicable laws, rules and regulations relating to EPF Act including the payment of PF contributions, payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI, Contract Labour (Regulation & Abolition) Act relating to certificates of registration, relating to license, relating to issue of employment card and relating to annual returns of the principal employer, Essential Commodities Act, Migrant Labour Act and/or such other Acts or Laws or regulations passed by the Central, State, Municipal and Local Government agency or authority, including TDS as per IT Act, and any other act as may be relevant as applicable to him from time to time. The Contractor should get the security clearance by the State Government Authority both for his security agency and the persons deployed by him, wherever required.
17. The Contractor shall be solely responsible for all the claims of his employees and the employees of the Contractor shall not make any claim whatsoever against the Company.
18. The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far as these relate to the compliance of any statutory provisions/obligations. The Contractor shall be responsible for maintaining record

pertaining to payment of Wages Act and also for depositing the PF/ESI contributions with authorities concerned and providing proof to the Company.

19. The payments to the staff employed by the Contractor to provide security services to the Company should be done in the presence of the Company's authorized representative. Further, the Contractor shall maintain all the statutory documents required to be maintained with the principal employer, with the Company.
20. The Contractor or his employees shall not use the premises allotted to him / her for any purpose other than the purposes defined in the Contract and shall not act in any manner as to cause any nuisance or annoyance to the Company.
21. The Contractor or his employees shall not aid or participate or support any anti-institutional activity under any circumstances and shall strictly restrict to the work awarded under the Contract.
22. The Contractor or his nominee shall ensure his presence at Company's office at a short notice when required .
23. No residential accommodation will be provided to the security guards/security supervisors. The Contractor shall properly maintain an account for all the items of furniture, registers, etc. prescribed by the Company.
24. The Contractor shall conduct mock exercise in fire fighting quarterly at his expenses, so as to keep his staff acquainted with the latest fire-fighting techniques.
25. The Contractor shall engage personnel who are medically fit. They should be free from all infections/diseases. The Contractor shall get his employees medically examined before deploying them against the Contract and once in a year arrange for medical check up of the security personnel and submit medical fitness certificate to the Company.
26. The Contractor shall provide weekly off/holidays to his workmen as per all laws but it will be his responsibility to ensure uninterrupted services on all days on a 24 hours a day and 7 days a week basis. No workman shall be deployed on double duty during consecutive duty timings.
27. The Contractor shall ensure the following:
  - a) No property of the Company of any kind is removed by any official/private person without a proper gate-pass issued by the authorized officials of the Company. The details of all movement (in and out) of materials should be recorded in a register with all details.
  - b) Any loss/damage to goods or property of the Company due to negligence on the part of the Security personnel of the Contractor shall be made good by the Contractor within 7 days of the date of its communication to him. Non-compliance of the same shall entail forfeiture of the security deposit along with recovery of the loss in part or in full from the dues of the Contractor and/or termination of the Contract.
  - c) No report for any loss/damage to property of the Company shall be lodged with police by the Contractor without the written approval of the Company.

28. The Company shall have the right to adopt any measures/set-up a system for ensuring proper performance of duty of security personnel deployed by the Contractor, their being in proper uniform, equipped with batons/lathis, torches, whistles, punctuality etc. The number of security personnel may be increased or decreased depending upon the workload to be assessed by the Company and intimated to the Contractor.
29. It shall be the duty of the Contractor to remove all the persons deployed by him on termination of the Contract for whatsoever reason and ensure that no person creates any disruption/hindrance/problem of any nature to the Company.
30. The Contractor shall provide 2 Supervisors and 75 Security Guards for round-the-clock deployment on 3 shifts basis (8 hours per shift), throughout the year. However, this is tentative requirement and the Contractor shall provide their personnel as per the actual requirements which may be more or less than the numbers indicated herein.
31. **Security Supervisor shall be responsible for:**
- i) Briefing of day and night guards/security personnel.
  - ii) Proper deployment of the guards and maintenance of various registers kept at the Reception namely; Key Register, Visitors Register, Telephone Register, Late Sitting Register, In out Register etc.
  - iii) Maintenance of proper records of gate passes in respect of material going out of Company's premises and to ensure proper scrutiny before permitting any material to be taken out.
  - iv) Maintain liaison with authorized Company officials.
  - v) Detailing in rotation, security guards for patrolling, surprise checking at the different floors of Company's Office and residential premises.
  - vi) Carrying out any other tasks as may be assigned by the Company relating to security of property and personnel of the Company.
32. **Penalty :**
- i) During surprise checks by any authorized officer of the Company, if a particular guard is found negligent/sleeping/drunken on duty, then an amount equivalent to 3 (three) days wage will be deducted from the Contractor.
  - ii) In the event of a guard not reporting for duty, alternate arrangements shall be made by the Contractor, immediately without jeopardizing the security of the Company failing which the amount equivalent the wage(s) of the guard(s) will not be paid and additionally penalty equivalent to the wage(s) of the guard(s) will be levied on the Contractor.
33. The contractor will not employ any person below the age of 18 years and above 55.
34. The contractor should have adequate infrastructure in terms of vehicles, electronic/non-electronic gadgets.
35. Body Mass Index (BMI) of all security personnel deployed shall not be more than 30. Agency shall submit the medical reports confirming the BMI of the personnel prior to deployment. Subsequently, the agency shall carry out the medical check during the contract period once in a year.

36. Security personnel deployed must have undergone a basic Fire Fighting course. Only those of Guards who have undergone the Basic Fire Fighting training need only be deployed by Security Agencies.
37. Security Guards should ensure usage of the gadgets like:
  - a. Door Frame Metal Detector
  - b. Hand Held Metal detector
  - c. Visitor Management system
  - d. Biometric Access system
  - e. CCTV MonitoringAny other Gadgets introduced by Company from time to time.
38. Entry of persons shall be permitted after verifying Photo ID Cards . Entry / exit timings of all personnel shall be recorded in the log book maintained for the purpose.
39. Shift register shall be maintained to note all important events / happenings and shall appraise the location in charge on daily basis. On each working day, the security staff on duty shall present the shift register to the location in charge in the morning for review.
40. Security personnel on duty shall not leave the place of duty under any circumstance until and unless properly relieved.
41. In case of fire, the Security Guard shall immediately alert the Staff on duty and assist in Fire Fighting Operation
42. The security guard must keep a watch in and around the premises for any unidentified / unclaimed / suspicious objects/ persons. On noticing such an object / person, the same shall be investigated and informed to the officer in-charge.
43. After office hours, the security shall ensure that lights, instruments and other electrical equipments are operated only to the extent of meeting the requirements for security purpose and switch off the balance.
44. The security guard should ensure that all the doors are locked at the close of office.
45. The security guards shall at all times comply with all directions and instructions of OIL. OIL reserves the right to terminate the contract agreement if instructions related to security are not followed or any of the contract terms are violated.
46. Any other duty as deemed required by the OIL for enhancing the safety and security of the installation
47. Security agency will be responsible for entire inventory of stocks and assets.
48. If it is found that any property of the OIL is lost/ damaged due to the negligence or connivance of the security guards the same shall be made good on the value of the property damaged / lost from the security agencies pending bills.
49. The agency shall furnish the names and addresses of the security guards posted in the premises of OIL and also when there is any change in security guards. It is the responsibility of the agency to provide the police verification of antecedents of all security personnel deployed by the agency.


50. Security agency shall stand by the management during emergency like Gherao, Picketing, Strike etc. and also provide security to OIL Staff from any assaults whatsoever.
51. The Agency should arrange for minimum 2 surprise checks, during holidays / out of operating hours of the premises, in a month by senior officials of the agency. At least one of such surprise inspections shall be carried out between 00.00 hrs and 04.00hrs to check the alertness and attentiveness of the security guard. Surprise inspection report signed along with security guard on duty shall be handed over to the Officer in charge.
52. The Agency shall submit a monthly report of compliance and happenings in the premises to the officer in charge.
53. In the event of the company requiring additional guards at any particular point, the bidder should be able to provide the same. In case of requirement of additional guards/extra guards in emergency, the instructions for such requirement will be intimated to the contractor which may be verbal (to be regularised in writing subsequently) or in writing..

**(END OF SECTION – V)**



**SECTION – VI**  
**BIDDING FORMAT**

The bidders are required to quote their Service Charge through the OIL'S E-TENDER PORTAL in the form of percentage in the following Format :

Sl. No.	Description of Service	UoM	Qty	Minimum Wage per month (Rs.)	Total for 2 years (Rs.)
1.	Security Supervisor for Delhi and NOIDA (Skilled) (2 Supervisors for 24 months)	Man-Month	48	12,691.00	6,09,168.00
2	Security Guard for Delhi and NOIDA (Unskilled) (75 Guards for 24 months)	Man-Month	1800	9,542.00	1,71,75,600.00
TOTAL ESTIMATED MINIMUM WAGES OF SUPERVISOR & GUARDS FOR 2 YEARS AS PER THE MINIMUM WAGES ACT. AND PREVAILING RATES IN THE AREA OF OPERATION					1,77,84,768.00
Percentage of Service Charge excluding applicable Service Tax <b>[BIDDERS ARE TO ENTER THE % HERE]</b> 					
Total estimated value of the Contract (exclusive of Service Tax)					

**Notes:**

- a) The quoted Service Charge (in percentage on prevailing minimum wages exclusive of PF, ESI etc.) will remain firm and free from any escalation during the entire period of the Contract. It includes charges towards all the services under the terms of reference/scope of work of the tender including and not limited to maintenance of the Contractor's Personnel, their uniform, equipments, out of pocket expenses, conveyance etc. and all applicable statutory taxes and duties. However, **the applicable Service Tax shall be payable extra by the Company.**
- b) The Minimum Wages shown above are as per the prevailing rates. The same will be considered as per the applicable rates during actual execution of the Contract as per minimum wage rates notified by the Ministry of Labours & Employment, Govt. of India.
- c) The Contractor will be paid against services provided by them as per the Scope of Work of the Contract for actual no. of manpower utilized as under:
  - iii) Service Charge (in percentage on prevailing minimum wages notified by the Ministry of Labours & Employment, Govt. of India exclusive of PF, ESI etc. for actual no. of manpower utilized ) .
  - iv) Amount equivalent to Minimum Wages for each person deployed by the Contractor against the Contract at the applicable rates in the area of operation, as per Govt. Notifications (Ministry of Labours & Employment, Govt. of India), during actual execution of the Contract for actual no. of manpower utilized.
  - v) Amount equivalent to PF, ESI etc. for each person deployed by the Contractor against the Contract as per prevailing statutory guidelines of the Govt. for actual no. of manpower utilized.
- d) The above number of guards and supervisors are purely tentative and may vary depending upon the actual requirements. Payment will be made as per actual utilization.

**(END OF SECTION – VI)**

## **SECTION – VII**

### **FORM OF BID SECURITY (BANK GUARANTEE)**

WHEREAS, (Name of Bidder)\_\_\_\_\_ (hereinafter called "the Bidder") has submitted his bid dated (Date) \_\_\_\_\_ for the provision of certain oilfield services (hereinafter called "the Bid").

WE KNOW ALL MEN by these presents that We (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto Oil India Ltd (hereinafter called "Company" in the sum of (\_\_\_\_\_) \* for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the Bank this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

#### **THE CONDITIONS of this obligation are:**

- (1) If the Bidder withdraws his Bid during the period of bid validity specified by the bidder**
- (2) If the Bidder, having been notified of the acceptance of his 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.**
- (3) If the Bidder furnished fraudulent document/information in their bid.**

We undertake to pay to Company up to the above amount upon receipt of its first written demand, (by way of letter/fax/e-mail) 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 all of the conditions**, specifying the occurred condition or conditions.

This guarantee will remain in force up-to and including the date (date of expiry of bank guarantee should be minimum 30 days beyond the validity of the bid) any demands in respect thereof should not reach the bank not later than the above date.

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

Date :

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

**(END OF SECTION-VII)**

## **SECTION – VIII**

### **FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

To : (Name of Company \_\_\_\_\_)  
(Address of Company \_\_\_\_\_)

WHEREAS (Name and address of Contractor) \_\_\_\_\_  
(hereinafter called as "Contractor") had undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute (Name of Contract and Brief description of the work) \_\_\_\_\_ (hereinafter called "the Contract"),

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee, NOW HEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee) \* \_\_\_\_\_ (in words) \_\_\_\_\_ such sum being payable in the 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 the Guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee is valid until the date (í í .) six month after Contract completion.

#### **SIGNATURE & SEAL OF THE GUARANTOR**

Name of Bank

Address

Date

---

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

**NOTE : Bidders are NOT required to complete this form while submitting the Bid.**

**(END OF SECTION-VIII)**

## **SECTION – IX**

### **SAMPLE FORM OF AGREEMENT**

THIS AGREEMENT is made on the \_\_\_\_ day of \_\_\_\_ 2015, between (Name of Company) \_\_\_\_\_ of (Mailing address of Company) \_\_\_\_\_, hereinafter called "the Company", of the one part and (Name of Contractor) \_\_\_\_\_ (hereinafter called "the Contractor") of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (Brief description of works) \_\_\_\_\_ and has, by Letter of acceptance dated (Date of Letter of Acceptance) \_\_\_\_\_, accepted a Bid by the Contractor for the execution, completion and maintenance of such works.

NOW THIS AGREEMENT WITNESSETH 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 hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
  - a) This form of Agreement,
  - b) The Letter of Acceptance,
  - c) The said Bid and Appendix,
  - d) The Technical Specifications and
  - e) The Priced Bid and Quantities,
  - g) The Schedules of Supplementary Information,
  - h) The Special Conditions of Contract and
  - i) The General Conditions of Contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals to this Agreement on the day, year first written above.

SIGNED, SEALED AND DELIVERED.

By the said Name \_\_\_\_\_

On behalf of the Contractor  
in the presence of:

**(END OF SECTION - IX)**

## **SECTION – X**

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

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

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

- 1.1 The bidder should be ISO certified Security Agency.
- 1.2 The bidder should be registered with Labour Dept. of Government of Delhi /UP Govt., holding a valid license under the latest Contract Labour (Regulation & Abolition) Act for engaging a minimum of 100 employees and should be having valid ESI, EPF Code No., Income-tax Account No. Service Tax No., etc.
- 1.3 The bidder shall have experience of executing SIMILAR nature of jobs in PSUs / Central Govt./ State Govt. Organizations or Enterprises or reputed private firms / companies during the last 7 (seven) years ending 31.12.2014, either of the following:

i) Three similar completed works each costing not less than Rs.71.0 lakhs (Rupees Seventy One lakhs).

OR

ii) Two similar completed works each costing not less than Rs.88.0 lakhs (Rupees Eighty Eight lakhs).

OR

iii) One similar completed work costing not less than Rs.142.0 0 lakhs (Rupees One Hundred Forty Two lakhs).

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

- 1.5 Average annual financial turnover for the last three accounting years, should be at least Rs.53.0 lakhs (Rupees Fifty Three lakhs).
- 1.6 Bids should be accompanied by adequate documentary evidence of the above mentioned experience and annual turnover criteria. Bidders must submit Completion Certificate showing Gross value of the job/ service, description of job/service and duration of the contract along with the bid otherwise their bid will be rejected. Contractors who are giving Contract copies along with extension letters, if any issued from OIL need not to submit Completion certificate separately. All documents in support of financial turnover must be duly certified by a practicing Chartered/ Cost Accountant otherwise the offer of the bidder will be rejected.

- 1.7 In case of tenders having the bid closing date up to 30th September of the relevant financial year and audited financial results of immediate 3( three) preceding financial year being not available, the bidder has an option to submit the audited financial results of 3 (three) years immediately prior to last financial year. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediate preceding 3 (three) financial years.
- 1.8 The Supervisors to be engaged by the successful bidder should be as per qualifications and experience as indicated in point 6 of SectionóIV (Scope of work) of the tender. Bio- data and relevant documentary evidence of qualifications and experience of the intended Supervisors are to be provided alongwith the technical bid. Technical Bids (unpriced bids) without the aforesaid documents will be rejected.
- 1.9 Offers received in any form other than through OILø e ó portal will not be accepted. Bidders have to submit their offer in Single Stage Two Bid System as described in this tender document, otherwise the offer will be rejected. The offers of the bidders indicating/disclosing prices in techno-commercial unpriced bid or at any stage before opening of price-bid shall be straightaway rejected.
- 1.10 Bidders must quote their price/rate in accordance with the format provided in Price Schedule/Bidding Format (Section ó VI). Bids received in any other form or in incomplete manner will be rejected.
- 1.11 Bids with inadequate validity will be rejected.
- 1.12 Bidders shall furnish the õBid Securityö for the amount as specified in the õCovering Noteö. õBid Securityö must be submitted in the manner mentioned in Para 9.0 of Section ó II (Instructions to Bidders). Any Bid not accompanied by Bid Security in proper manner as mentioned above will be rejected. Original bid security has to be received at the office of Group General Manager (C&P), Oil India Limited, OIL House, Plot No. 19, Sector-16(A), NOIDA before bid closing time and date. Scanned copy of the same has to be uploaded through OILø e-Portal along with techno-commercial un-priced bid.
- 1.13 Any Bid containing a false statement shall be rejected.
- 1.14 The rates quoted by Bidders must be held firm during the term of the contract and not be subjected to any variation except as per the provisions of the contract. Bids with adjustable price terms will be rejected.
- 1.15 There must be no exception to the following Clauses including sub-clauses, as applicable, otherwise the Bid will be rejected.
 

- Performance Security Deposit Clause	- Termination Clause
- Tax liabilities Clause	- Arbitration Clause
- Force Majeure Clause	- Liquidated Damage Clause
- 1.16 No deviation or exception will be accepted in the clauses covered under BRC/BEC.
- 1.17 Conditional offers will be rejected.

- 1.18 Integrity Pact: The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide PROFORMA-II of 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 techno-commercial un-priced 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. 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 signs the Bid.

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

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

- 1.1 Bids will be technically evaluated on the basis of the requirements of the tender. The bid should meet the requirements and specifications in the Bid Document.
- 1.2 Bids conforming to the specifications with required experience criteria, the terms and conditions stipulated in the tender and conforming with the Bid Rejection Criteria will be evaluated to determine the lowest bidder.
- 1.3 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of the percentage (%) of service charge (on the minimum wages payable to the Contractor for deployment of personnel against the proposed Contract) quoted by the bidder in the e-procurement portal. The bidder quoting the lowest percentage of service charge will be considered as successful.

**(END OF SECTION - X)**

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

<b>SECTION NO. (PAGE NO.)</b>	<b>CLAUSE NO. SUB-CLAUSE NO.</b>	<b>COMPLIANCE/ NON COMPLIANCE</b>	<b>REMARKS</b>
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(Authorised Signatory)

Name of the bidder\_\_\_\_\_

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



## **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 -----. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

### **Section: 1 -Commitments of the Principal**

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

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 suspicions 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 cartelization 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.

4. 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.

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.

## Section:10 -Other provisions

- .....  
**For the Principal**

Place. NOIDA.  
Date               

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## ANNEXURE- I

### **General guidelines to bidders for participating in OIL's e-Procurement tenders**

#### **Bid invitations (Tenders)**

The details of e-Procurement tenders can be accessed from our e-Procurement site.  
[https://etender.srm.oilindia.in/sap/bc/gui/sap/its/bbpstart/!](https://etender.srm.oilindia.in/sap/bc/gui/sap/its/bbpstart/)

To view e-Procurement tenders you need to login using your login id & password to view all tenders available for you.

If you do not have a user id, please click on Guest login button to view available open tenders.

#### **Pre-requisites to submit tenders on line through e-Procurement Portal**

Bidders should have a valid User Id to access OIL e-Procurement site.

Bidders should have a legally valid Class 3 digital certificate 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.

Tender fee must have been paid, if applicable for the Bid Invitation. If Bidder is exempt from paying tender fee, Bidder must hold exemption from the Tender Officer.

Bidder should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.

#### **Instructions for obtaining Digital Certificate**

In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid digital certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.  
(<http://www.cca.gov.in/>)

#### **Steps for obtaining Digital Certificate**

Visit the site of the licensed CA using internet browser.

Apply online for a class 3 digital certificate for the designated individual with organization name. Ensure the Digital Certificate is legally valid in India.

For making payment and submission of documents required for issue of the Digital Certificate, follow the instructions on the CA's website.

Use the class 3 Digital Certificate thus obtained for online bidding on OIL e-Procurement site.

#### **Links to some licensed CA's are provided below**

1. [TCS](#)
2. [Safescrypt](#)
3. [MTNL Trustline](#)
4. [\(n\)Code Solutions](#)
5. [e-mudhra](#)

## Technical Settings

1. **Web Browser Supported:** Microsoft IE Ver 6.0 or higher recommended
2. **Java:** To view some of the components, you need to install Java Internet component JDK 5.0 from <http://java.sun.com/javase/downloads/index.jsp>
3. **Proxy:** If you are unable to access OIL e-Procurement site or Bid Documents, check if you are using proxy to connect to internet or if your PC is behind any firewall. Contact your system administrator to enable connectivity. Please note that standard Port for HTTPS (443) connectivity should be enabled on your proxy/firewall. Dial-up internet connectivity without Proxy settings is another option.
4. **Pop-ups:** Pop-ups should be enabled on OIL e-Procurement URL and Bid Documents URLs. This is required to view tender documents.
5. **Recommended Screen Resolution:** 1024 by 768 pixels.
6. **Internet Speeds:** If you are experiencing slow connectivity to OIL e-Procurement, then contact your system administrator/ISP provider for desirable speeds.
7. **Active-x controls:** Maintain the settings as described in Internet Explorer settings document to enable digital signature signing and verification.

Parameter	Value
Allow Script lets	Enable
Automatic prompting for ActiveX controls	Enable
Binary and script behaviors	Enable
Download signed ActiveX controls	Enable
Download unsigned ActiveX controls	Enable
Initialize and script ActiveX controls not marked as safe	Enable
Run ActiveX controls and plug-ins	Enable
Script ActiveX controls marked safe for scripting	Enable
Use Pop-up Blocker	Disable

8. **Digital signature client SW/component :** To use Digital Signature, a client level Software is required. This is third party software from Safescrypt. This is installed automatically, once you start working on OIL's e-procurement system. A popup will come before it starts installation. You need to ensure you have administrative rights on the PC or the laptop. This installation is one time activity for a PC or Laptop.

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