



IndianOil

Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27

NAME OF WORK - Contract for Security and Allied Services at NABHA BP  
from DGR Sponsored Agencies



Indian Oil Corporation Limited (MD)  
PUNJAB STATE OFFICE


*INDIAN OIL CORPORATION LIMITED  
(MARKETING DIVISION)  
PUNJAB STATE OFFICE  
LPG DEPARTMENT  
PLOT 3-A, MADHYA MARG  
SECTOR – 19-A, CHANDIGARH  
160019*

NAME OF WORK : CONTRACT FOR SECURITY AND ALLIED SERVICES AT  
NABHA BP FROM DGR SPONSORED AGENCIES

TECHNICAL COMMERCIAL BID


E TENDER ID : 2025\_PSO\_183464

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 IndianOil	<b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b>
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### INDEX


SN	DESCRIPTION	PAGE NO.
<b>I</b>	<b>PART A - TECHNICAL /COMMERCIAL</b>	
1.	Notice Inviting e-Tender	3-10
2.	Abbreviations and notations	11
3.	Tender Conditions & Order of Precedence	12-25
4.	CLAUSES OF TAXATION (TAXES AND DUTIES)	Available in Part B
5.	IOCL Safety Policy for Contract Workmen	26-32
6.	Details of item wise penalty structure (Annexure-1)	34-36
7.	Check List (Annexure-2)	37
8.	Statement of credential (Annexure-3)	38-39
9.	Security Services Contract Agreement (Annexure-4)	40-47
10.	Declaration by the bidder for Security Contract (Annexure-5) to be executed for obtaining work order	51-53
11.	Declaration/undertaking for obtaining gate pass (Annexure-6)	54
<b>II</b>	<b>PRICE BID</b>	Attached separately
	Price schedule – BOQ file	Attached separately
<b>III</b>	<b>PART B: GENERAL TERMS AND CONDITIONS, UNDERTAKING AND DECLARATIONS(for NIT portal)</b>	Available in Part B
1.	Annexure-A: Acceptance of All Terms & Conditions of Tenderer	
2	Annexure-B: Declaration on NCLT / NCLAT/DRT/DRAT/Court Receivership/Liquidation	
3	Annexure-D: Undertakings and Declarations for Non-Tampering of Data	
4	Annexure-E: Declaration of Blacklisting / Holiday Listing	
5	Annexure-F: Declaration "A", "B", "C" & "D"	
6	Annexure-G: Undertaking for Business Transaction Status of Bidders	
7	Annexure-H: Particulars of Bidder	
8	Indemnity Bond / Undertaking for PF – Proforma A	48-50
9	Indemnity Bond / Undertaking for ESIC	Available in Part B
10	Undertaking for non-engagement of child labor	
11	Bank Guarantee proforma in lieu of Security Deposit cum Performance Guarantee (SD)	
12	Integrity agreement ( <i>applicable for tenders of value Rs 10.00 crores &amp; above</i> )	55-63

 IndianOil	Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27
	NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies


### **NOTICE INVITING e-TENDER (NIT)**

Indian Oil Corporation Limited (Marketing Division), PUNJAB STATE OFFICE invites electronic bids through its website <https://iocletenders.nic.in> under two bid system for Providing Security & Allied Services at NABHA BP from DGR Sponsored Agencies as per following details :


1	Tender No	<b>PSO/LPG-O/NABHA/SECURITY/25-27 2025_PSO_183464</b>
2	Type of Bid	Domestic BIDDING Under Two Bid System
3	Name of work	Providing Security & Allied Services at NABHA BP by DGR Agencies only
4	Estimated value of works	Rs. 2,65,96,873/- including GST@18% for period of Two years only
5	Earnest Money Deposit (EMD)	NIL
6	Tender Schedule:	
a	Tender download Starts on	30.01.2025 AT 15:00 HRS
b	Tender download Ends on	12.02.2025 AT 15:00 HRS
c	Pre-bid conference date, time and place	Not applicable
d	Last Date and time for submission of completed E- tender documents online	12.02.2025 AT 15:00 HRS
e	Date & Time of Opening of Bid	13.02.2025 AT 15:00 HRS
7	Period of Contract	Contract shall be valid for 02 years.
8	Validity of Quoted Rates	90 days from the date of opening of technical bid. In case of requirement, IOCL may seek further extension of the validity of the offer from the bidders.


 IndianOil	Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27
	NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies

9	Pre-qualification Documents (PQC) required to be submitted along with Technical Bid	1. Empanelment Certificate issued by DGR – should have valid sponsorship at least to cover the tender validity period and initial period of work order. 2. PAN Card of the ESM Agency 3. PSARA LICENSE
10	Evaluation Criteria	1. Price bid of only qualified bidder shall be opened. 2. The service charge (subjected to change from time to time) as laid down by the latest DGR guidelines shall be strictly followed. Any security agency quoting other than stipulated service charges laid down by latest DGR guidelines shall be disqualified from the tendering process. 3. In case of more than one DGR sponsored ESMs quoting the same service charge rate, the contract under consideration will be allotted to the senior most DGR sponsored Security Agency. 4. After opening of price bid and before placement of work order, if the senior most DGR agency withdraws their bid, the tender shall be cancelled. The incident shall be reported to DGR along with the request for re-sponsorship.
11	Mode of Submission	Offer must be uploaded on e-tender website <a href="https://iocletenders.nic.in">https://iocletenders.nic.in</a> before the last date & time of submission of tender. Offer submitted using any other mode will not be accepted. <b>** In case mode of tendering is GEM -clause to be changed accordingly</b>
12	Other Commercial Criteria's	1. PF Registration Certificate 2. GST Registration Certificate 3. Partnership Deed or Certificate of Incorporation with Memorandum & Articles of Association 4. Power of Attorney / Board resolution (as applicable) in favor of Tender signing authority/Proprietorship Undertaking. Refer part-B for details.

 IndianOil	<b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b>
	<b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies</b>

		5. Declarations against the following: A. Annexure-A: Acceptance of all terms & conditions of tenderer B. Annexure-B: Declaration on NCLT/NCLAT/DRT/DRAT/Court Receivership/ Liquidation C. Annexure-D: Undertakings and Declarations for Non-Tampering of Data D. Annexure-E: Declaration of Blacklisting / Holiday Listing E. Annexure-F: Declaration "A", "B", "C" & "D" F. Annexure-G: Undertaking for Business Transaction Status of Bidders G. Annexure-H: Particulars of Bidder Firm
13	Contact Person	Name Mr. Kiran Kumar Saini SM(LPG-O) INDIAN OIL CORPORATION LIMITED, Punjab State Office, with its office at Indian Oil Bhawan, LPG Department, Plot 3-A, Madhya Marg, Sector- 19 A, Chandigarh – 160019 Email id : ksaini@indianoil.in M No. 9812891177
14	Integrity Pact Agreement and IEM (For tender value 10Cr and above)	Integrity Pact Agreement applicable for tenders value above 10 crores. Bidder to fill and submit as per Annexure-M of part-B.  Details of IEM's are available in URL: <a href="https://www.iocl.com/Talktous/IntPact.aspx">https://www.iocl.com/Talktous/IntPact.aspx</a>  All complaints/communication to IEM with regard to this tender may be sent to following address:  IP Secretariat, Indian Oil Corporation Limited, Room No. 542, 5th Floor, Core 6, Scope Complex, Lodhi Road, New Delhi – 110003 E-mail: <a href="mailto:iem-iocl@indianoil.in">iem-iocl@indianoil.in</a> (Only meant for

 <b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b>		
<b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies</b>		
		communications on issues and complaints under Integrity Pact)
15	Reverse Auction	Not Applicable
16	Preference to Public Procurement (Preference to Make in India), 2017 and amendments thereof (PPP-MII)	Not Applicable
17	Purchase Preference to Micro and Small Enterprises (MSEs) Bidders (PPP-2012)	Not Applicable
18	Nature of Job	Service Contract
19	Mobilization Advance (applicable)	Not Applicable
20	Splitability	Job is not splitable
21	Security Deposit (SD)	SD Rate =10% of one month wage bill.
22	Whether the tendered item falls under the list in where Nodal Ministry has communicated that there is sufficient local capacity and local competition??	NO
23	Quotation Method	Bidder has to quote the service charge in %age as per provision given in BOQ excel sheet.
24	Jurisdiction - For the tenders invited by Region / State office	a) For disputes up to stage of LOI (Letter of Intent)- At all places in the GCC enclosed with the tender document PUNJAB STATE OFFICE b) For disputes after LOI and during execution stage -At all places in the GCC enclosed with the tender document OWNER shall mean INDIAN OIL CORPORATION LIMITED, MARKETING DIVISION, PUNJAB STATE OFFICE, with its office at Indian Oil Bhawan, LPG Department, Plot 3-A, Madhya Marg, Sector-19 A, Chandigarh – 160019 The Court of jurisdiction for all matters under the tender shall be at CHANDIGARH

 IndianOil	<b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b>
	<b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies</b>

**25. Note to Pre-Qualification Criteria(PQC):**

Notwithstanding any other condition/ provision in the tender documents, bidders are required to submit complete documents pertaining to PQC along with their offer. Failure to meet the PQC will render the bid to be summarily rejected.

IOC reserves the right to complete the evaluation based on the details furnished by the bidder, with or without seeking any additional supporting documents / clarifications.

Corporation reserves the right to revise/extend any date/time from scheduled time lines of published tender.


**26. Document verification with originals shall be carried out after opening of price bids for the short-listed bidder(s) only. Since documents are submitted by the bidder(s) in the tender, the responsibility of authenticity of documents shall be with the bidder(s).**

Successful bidder as communicated by IOCL has to report to the tender inviting office of IOCL for verification of originals of above PQC documents within a period of 7 days from the date of intimation by IOCL. In case of failure of the bidder to get the documents verified as per the specified time schedule, the offer of the party shall be rejected.

In case it is observed that if any bidder(s) submitted forged documents / credentials, necessary action for holiday listing of the bidder(s) shall be carried out.

**27. General: A variation or amendment issued after the execution of the formal contract shall take precedence over the formal contract and all other Contract Documents. Notwithstanding the sub divisions of the tender document into several sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so. Following to be noted:**


- I. The offers with incomplete / irrelevant documents or anomalies are liable to be rejected without any communication. Hence, bidders are advised to take utmost care while uploading their prequalification documents.
- II. Relevant supporting documents towards other requirements specified are also to be

 IndianOil	<b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b>
	<b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies</b>


uploaded along with Techno-commercial bid failing which bid is liable for rejection.

- III. IOCL reserves the right to reject any or all of the tenders or any parts of the tender so received and may cancel the tender in part or full, extend the due date of Tender submission etc. without assigning any reason.
- IV. The service charge can be quoted as per the latest prevailing DGR guidelines. In case, more than one DGR sponsored ESMs quoting the same rate, the contract under consideration will be allotted to the senior most sponsored DGR sponsored Security Agency.
- V. Legal dispute, if any, shall only be within the jurisdiction of Local Court unless mentioned otherwise.
- VI. All communication will be made through e-Tendering web site. However, IOCL reserve the right to take cognizance of the communication made outside e- Tendering Portal under exceptional circumstances.
- VII. Bidder cannot make any claim against IOCL towards its expense incurred in connection with the preparation and delivery of their bids, site visit, participating in the discussion and other expenses incurred during bidding process.
- VIII. Bidder should make sure that their priced bid (Part-II/BOQ) contain only prices. Rates mentioned elsewhere shall not be taken into cognizance. Offer shall be liable for rejection if any condition directly or implied, recorded in Priced Bid (Part-II/BOQ).
- IX. Submission of authentic documents is the prime responsibility of the bidder. Wherever IOCL has concern or apprehension regarding the authenticity/ correctness of any document, IOCL reserves the right to get the documents verified from issuing authority/any relevant source. If documents (part or full) are found forged, such offers will be summarily rejected and may be debarred from future tenders.
- X. After opening of the technical bids but before the opening of the price bids, the bids may be rejected for unsatisfactory performance or adverse comments which have come to the notice of the tender inviting authority.
- XI. Offers not meeting statutory requirement are liable for rejection.
- XII. Bidders are advised to visit Announcement section/ Information for DSC/ Bidders Manual Kit/ FAQ of e-Tender Portal before bidding.



 IndianOil	<b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b>
	<b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies</b>

- XIII. Refer ITB of the tender document /Special Instruction to Bidder (SITB) of e- tender web site for more details.
- XIV. Any Addendum/Corrigendum/Sale date extension in respect of above Tender shall be issued on **our website: <https://iocletenders.nic.in>** only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated. Failure of Bidder to submit tender without taking cognizance of Corrigendum / Amendment (if any) issued by IOCL shall make bid liable for rejection.
- XV. IOCL does not take any responsibility for the correctness of tender documents obtained from any other source. Bidders are advised to visit above mentioned website before submitting their offer for official version of the tender document including any corrigendum / amendment if any, which shall be binding to the bidder.
- XVI. **In cases where tenders are being invited on risk and cost basis, contractor on whose risk and cost such tenders are invited shall be barred from participation and bids of such party if received shall be rejected.**
- XVII. Submission of authentic documents is the sole responsibility of the bidder. However, IOCL reserves the right to verify the PQC documents submitted by the bidder(s). For the purpose of verification, bidders shall submit complete client details with names, address, phone numbers and e-mail id with the understanding that IOCL may contact the bidder's client to verify the PQC documents. Wherever required, bidders may have to submit notarized / verified copy of PQC documents. Non submission of these documents, if asked for, will lead to rejection of offer. Should IOCL decide to place order pending verification of PQC documents, payment shall be made only after completion of order. If at any stage, the PQC documents are found to be forged / false / fake, suitable penal action shall be taken, which may include offer rejection, termination of order (wherever applicable) and holiday listing of the bidder / vendor.
- XVIII. Cutting and corrections in the bid document should be avoided and if it is unavoidable, it should be kept at the bare minimum and it should be neatly cut and re-written without over-writing and use of white fluid. All corrections should be duly signed by the tenderer. Tender document also should contain a clause that in case the tenderers resorting to many corrections including usage of white fluid in the tender document, the tender shall be liable for rejection. Unsolicited price implication/revision of offer will render the bid liable for rejection of bid
- XIX. On account of exigencies, if parties are asked to extend the validity the same should


 IndianOil	<b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b>
	<b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies</b>

be without any deviation in the terms and conditions including change in prices. However, parties would be allowed to withdraw. If a party still deviates or changes price, his offer should be rejected.

28. Refer **PART B: GENERAL TERMS, COMMERCIAL CONDITIONS AND DECLARATIONS** for grounds on which tender shall be treated as invalid or rejected.

29. **OTHER DOCUMENTS:** Following copy of documents are to be submitted by the successful bidder prior to placement of work order (after placement of LOI).


Sl no	Description
i	Safety declaration
ii	Undertaking for non engagement of child labor
iii	Undertakings towards PF ,ESI AND EC Act as per proforma given in the tender.
iv	Security Services Contract Agreement
v	IOCL Safety Policy for Contract Workmen

 IndianOil	<b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b>
	<b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies</b>

### ABBREVIATIONS & NOTATIONS

UNLESS OTHERWISE SPECIFIED FOLLOWING NOTATIONS/ ABBREVIATIONS SHALL BE APPLICABLE TO TENDER DOCUMENT

NIT	- NOTICE INVITING TENDER
HRS/Hrs/hrs.	- HOURS
NO (S) / Nos. / nos.	- NUMBER(S)
EMD	- EARNEST MONEY DEPOSIT
ISD	- INITIAL SECURITY DEPOSIT
BG	- BANK GUARANTEE
RCC	- REGIONAL CONTRACT CELL
BoQ/BOQ	- BILL OF QUANTITIES(PRICE BID)
PSARA	- PRIVATE SECURITY AGENCIES (REGULATION) ACT, 2005
PAN	- PERMANENT ACCOUNT NUMBER
DGR	- DIRECTORATE GENERAL RESETTLEMENT
ESM	- EX SERVICE MEN
PF	- PROVIDENT FUND
ESIC-	- EMPLOYEES STATE INSURANCE CORPORATION
ECA	- EMPLOYEE COMPENSATION ACT
LPG	- LIQUIFIED PETROLEUM GAS
BP	- BOTTLING PLANTS

 IndianOil	Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27
	NAME OF WORK - Contract for Security and Allied Services at <b>NABHA BP</b> from DGR Sponsored Agencies

## TENDER CONDITIONS

### 1. General Terms and conditions:

- 1.1 Manual offers shall NOT be accepted against E-Tenders, even if they are submitted on the Firm's letterhead/any other form acquired or downloaded, and, submitted in time. All such manual offers shall be considered as invalid offers and summarily rejected without assigning any reasons whatsoever.
- 1.2 Period of contract: As specified in NIT.
- 1.3 This tender is a framework agreement and order for supply shall be placed from the respective political State/Union Territory or Location, as the case may be, as mentioned in tender.

### 2. Scope of work/Manpower

- 2.1 You will provide security personnel for round-the-clock duty as per the following table and their deployment shall be as per instructions of Location- in-Charge. However, the number of security personnel may change as per requirement from time to time.

Sl. No	Description of Security Persons	Shift 'A'	Shift 'B'	Shift 'C'	General Shift	Total for all shifts
1	Unarmed Male Security guards	10	10	4		24
2	Unarmed Female Security guards	1	1			2
3	Security Supervisors	1	1	1		3

- 2.2 The shift timings are as below: (may vary as per BP): Shift


'A': 0600 hrs to 1400 hrs

Shift 'B': 1400 hrs to 2200 hrs


Shift 'C': 2200 hrs to 0600 hrs

Gen. Shift: 0800 hrs to 1700 hrs


- 2.3 The security personnel employed by you must possess sound health and good eye sight. The medical fitness certificate of each guard will be submitted by you to the location In charge before the time of deployment of security personnel. THE AVERAGE AGE OF SECURITY DEPLOYED SECURITY PERSONNEL SHOULD NOT EXCEED 50 YEARS WITH NO INDIVIDUAL ABOVE 65 YEARS OF AGE.  
At least 50% of the guards should be competent to handle Computers/CCTV/other electronic security gadgets.

 IndianOil	<b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b>
	<b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies</b>


- 2.4 The discharge book (of Armed Forces/recognized unit which is considered as Ex-Servicemen by DGR) of each guard will be submitted by you to the Location In charge for inspection at the time of deployment of security personnel.
- 2.5 It should be ensured that 100% or minimum 90% Ex-serviceman are engaged as per DGR guidelines. Efforts should be made to take ex-serviceman under the category of within "Combatant" as they have requisite skills and attitude to handle security in a more professional way. Any deviation of the 90:10 (ESM strength : Non-ESM strength) norms of guard strength by the agency will be immediately reported to DGR. The female guards will be over and above 10% of Non-ESM strength in the DGR sponsored contract.
- 2.6 Training of security guards/supervisors is very important. Hence pre-induction training and subsequent refresher training as per provision of PSARA should be ensured through PSARA authorized training center(s) by the successful bidder.
- 2.7 DGR Sponsored security agency owner should be available at the location to solve the problems at any point of time.
- 2.8 In case of any court case by DGR sponsored agency, same will be shared with DGR.
- 2.9 In case of non-adherence to requirements as specified from 2.3, 2.4, 2.5 and 2.6, 2.7, and 17 penalty equivalents to 1.0% of monthly bill value will be recovered for each incidence of non-adherence, subject to maximum of 10% of monthly bill value. This would be subject to levy of GST. (Refer the attached table for item wise penalty structure – Annexure-A1
- 2.10 Performance report of DGR sponsored agencies engaged by IOCL will be sent to DGR office on half yearly basis.
3. The rates of payment including service charges and leave relief charges will be as per given DGR approved rates in this tender document. Only the Service Charge is to be quoted in the Price bid (BoQ). GST at the prevailing rates will be paid extra.
4. Increase / decrease in rates due to revision of minimum wages or variable dearness allowance shall be granted from the date – minimum wages of VDA are revised subject to submission of Government notification with request for escalation in rates from effective date. GST payment will be applicable on increase/decrease due to pay revision.

 IndianOil	<b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b>
	<b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies</b>

5. The work should not hamper the normal functioning of the office. The contractor shall have to deploy the security personnel on round the clock basis and job includes security services wherever deployed. Security Supervisor shall be equipped with cell phone facility for effective coordination.
6. The duties to be performed by the security personnel will be as per the directions of the authorized representative of IOCL. The job includes but is not necessarily limited to the following:
  - ◆ Security of the Plant including entry / exit at gates and inside and outside perimeter patrolling.
  - ◆ Safety & Security checking of all vehicles as per the check list provided by the location-in-charge for entry/exit of vehicles to be carried out and records maintained. Necessary checks for the loaded trucks at exit to be carried out as per check list provided by the location-in-charge.
  - ◆ Security of product and materials / equipment.
  - ◆ Round the clock manning in three shifts (including night/non-operating shift and taking over of firefighting equipment & allied systems in night/non-operating shift) in and around the Plant are to be provided with the proposed manpower strength to maintain the safety and security of the Plant.
  - ◆ Ensure that necessary checks and records for entry/exit of man and material inside the installation are adhered to as per the guidelines issued by the corporation including operation of prevalent Access Control System, visitor management software etc.
  - ◆ Ensure 24X7 security surveillance including CCTV system, Access Control System (ACS) and maintenance of the records as per the guidelines issued by the corporation. Immediate action/ intimation to the Quick reaction team in case of any abnormal situation.
  - ◆ Supervision of Stores / Plant and safe custody of materials like Cylinders, PRs, SC Valves, facilities/equipment, consumables etc. The inventory of cylinders shall be done on daily basis.
  - ◆ Security Supervisor will be the part of the team for monthly inventory to be taken once in a month along with plant officials. Shortage of equipment, if found during inventory, will be recovered from the security bills.

 IndianOil	<b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b>
	<b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies</b>

- ◆ Compliance of checklist for safety & security from time to time as circulated by Indian Oil Management.
  - ◆ Maintaining relevant records and registers / carry out jobs assigned / conduct fire drills / Security Protection Scheme drills / Bomb threat mock drills as directed by Corporation / Plant Officials from time to time.
  - ◆ Carryout regular perimeter patrolling and maintain record of the same. Any deviation/untoward incident to be reported to the location management.
  - ◆ All other activities necessary to maintain proper order and security as advised by the Location-in-charge.
  - ◆ Co-ordination with local Police / Fire Brigade authorities as and when required in consultation with the Location-in-charge.
  - ◆ In order to provide weekly off and leave to the security personnel, the contractor should employ additional manpower (No overtime shall be entertained).
  - ◆ The security contractor (not his representative) should visit the location once a month and discuss security issues with the officials.
  - ◆ The security contractor should ensure that payment being made by the corporation for the employees is rightfully given to them.
  - ◆ The security Contractor should provide the other documentary details (i.e. PF & ESI Challan copy, attendance registers, OT Registers, C&A reports) on a monthly basis.
  - ◆ Any other jobs indicated in Tender condition, Security Coverage Contract and instructions of the location in-charge.
7. The agency will be fully responsible for the security and safety of the premises of the IOCL wherever security is deployed by the agency as per the instructions from authorized representative of IOCL. The agency shall make surprise visits at least once a month or as directed by Location-in-Charge.
8. The agency will accept full and exclusive liability for the wages, PF, medical, bonus, and gratuity leave etc. for the personnel deployed by the agency and any other obligation referred under the law now and thereafter imposed by the Government/local bodies.

 IndianOil	<b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b>
	<b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies</b>

9. The DGR sponsored Security Agency contractor and security personnel will abide by the IOCL Safety Policy for Contract Workers. Relevant extract of the current Policy is attached separately in the Tender.

10. Payment of wages/ bills

10.1 The security personnel employed shall be paid as per applicable DGR guidelines.

10.2 Increase/decrease in rates due to revision of minimum wages or variable dearness allowance or revision of wage structure shall be granted from the date minimum wages or VDA or wage structure are revised by DGR and notified, subject to submission of notification with request for escalation in rates from the effective date.


10.3 Regular and full payment of wages/salaries shall be made as specified by DGR (As applicable) to deployed personnel latest by 7<sup>th</sup> of the following month, and the same shall be got verified by the location-in-charge or any other officer deputed by him. The agency shall accept full and exclusive liability for the wages, PF, medical, bonus, ESI, leave, HRA etc. for the security personnel deployed and any other obligations referred under the Law at present and imposition of law/rules by the Govt./Local Bodies from time to time in the future. The Agency shall provide all relevant documents pertaining to payment of PF, ESI etc. for the previous months at the time of submission of your bills for payment. Preferably, transfer of dues to guards should be by electronic transfer the proof of which to be provided to IOC by the agency.

10.4 Positioning of guards against relief, leave, Gazetted Holiday, National Holiday, Restricted Holiday and weekly offs etc. shall be ensured by the Agency and no extra payment shall be done on this account. It may be noted that in case of shortage of any Security Guards/Armed Guard/Security Supervisor against the sanctioned strength, deduction shall be made from Agency's bills accordingly.

10.5 The payment against bills shall be made by the location on monthly basis through e-transfer on receipt of bills along with proof of having deposited PF, ESI etc with the statutory authorities.


10.6 Upon issuance of work order, the DGR sponsored Security Agency should utilize IOCL e-



 IndianOil	<b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b> <b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u></b> <b>from DGR Sponsored Agencies</b>
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Contract Labor Management System (e-CLMS) portal and update all relevant details and generate Wage Register of the security personnel through the same on monthly basis.


11. The agency shall comply with all Acts, Laws or other statutory rules, regulations, bye-laws applicable with regard to the performance of the work included herein or touching the contract, but not limited to Minimum Wages Act, 1948, Contract Labour (Regulations and Abolition Act), 1970, Industrial Dispute Act, 1947, Employees' Compensation Act, 1923, ESI Act (if applicable), Provident Fund Act, Equal Remuneration Act, 1976, PSAR act as applicable and from time to time take such steps as may be deemed necessary in this regard. The agency shall keep the Corporation indemnified against all penalties, claims and liabilities of every kind for any violation of such Acts, Laws or Regulations by your agent or your staff.
12. IOC will have no liability whatsoever concerning the persons deployed by the agency for the purpose. The agency shall keep the Corporation indemnified against all losses or damages or liability arising out of or imposed in the course of employment of persons by the agency.
13. The agency shall make regular and full payment of wages/salaries and any other payment due to their employees preferable through electronic mode and furnish necessary proof as per prevalent DGR guidelines.
14. The security personnel deployed by the agency will be ex-servicemen and governed as per the norms laid down by the Directorate General Resettlement, Ministry of Defence and should always be alert and in proper uniform. If at any time, any guard is found not performing his duties properly; the agency will have to replace him/her immediately on the recommendations of Location in charge or his authorized representative.
15. All the security personnel would be fully trained in the fire fighting operation. In this connection, the agency has to maintain a register of their training particulars carried out from time to time. The security personnel shall also be trained in rescue operation in case any person is trapped in lifts provided in office building.
16. It shall entirely be the responsibility of the agency to see that no unlawful Act is done by your persons while on duty.
17. In case theft or loss of Corporation's property takes place due to the negligence or carelessness of security personnel, the agency will be responsible and shall make good of the same.
18. Agency should get the character & antecedents (C&A) of each and every workmen deployed by them in our premises, verified by the Police Authorities before engaging

 IndianOil	<b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b>
	<b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies</b>

and deploying them in our premises and thereafter as and when sought by the location in charge.

C&A certificate/ proof of submission of application for C&A verification for each individual should be available at the time of deployment. It is to be ensured that within 03 months of deployment, all individual C&A certificates are made available in case of any individual's certificate not being available, the individual will be taken off the deployment.

19. The security personnel to be deployed by the agency at IOCL's premises will be approved by IOCL in advance. The security personal shall be minimum 10<sup>th</sup> pass and able to read and write in English. They should be physically & mentally in sound health. In case the services rendered by them at a later date are not to IOC's satisfaction, the personnel too will be changed by the agency with immediate effect.
20. If at any time during the period of contract, it is observed by the Corporation or its authorized representative that the services rendered by the agency personnel are not to the satisfaction of the Corporation or any terms of the contract are violated, Corporation reserves the right to terminate the contract.
21. In case of any dispute, the decision taken jointly by IOC management and the Directorate General Resettlement will be final and binding on the agency.
22. IOCL or the agency can terminate the contract by giving notice of 3 months to either side. However, in case of serious deficiency in performance of the agency, IOC reserves the right to terminate the contract giving notice of lesser duration at its discretion.
23. The Security Guards deployed by the agency will have no right or claim for the permanent absorption in Indian Oil Corporation Ltd. (Marketing Division). In this connection, the agency have to submit an affidavit as per declaration attached on a stamp paper of appropriate value. In addition, every Security Guard / Supervisor seeking entry into the location shall have to submit an application as per the format enclosed.
24. SECURITY DEPOSIT / CONTRACT PERFORMANCE GUARANTEE:
  - Security Deposit / Performance guarantee not to exceed 10% of one month wage bill will be deducted from the agency monthly service charges. Security Deposit so determined will be recovered in maximum three-monthly installments from first three running bills of the security agencies.
  - Alternatively, bank guarantee for entire amount of security deposit

 IndianOil	<b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b>
	<b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies</b>


(worked out based on 10% of one month wage bill) shall be submitted by the contractor before commencement of the work. The BG shall be valid for a defect liability period of 03 months beyond the validity of contract.

**25. GENERAL CONDITIONS:**

- 25.1 The corporation reserves the right to accept any tender in whole or part and reject any tender without assigning any reason. The decision of the corporation in this regard shall be final.
- 25.2 The tenderers should study the Tender Documents carefully before quoting. The tenderers should also visit the site and acquaint themselves with the site conditions.
- 25.3 Indian Oil decision shall be final in all matters.
- 25.4 The Format for Acceptance of Tender Terms and Conditions shall be submitted duly signed and stamped on the tenderer's letter head. Declaration A, B,C & D, Declaration of Black listing/Holiday listing and Integrity Agreement (applicable for tenders with estimated cost above Rs 10 crores) are to be submitted duly signed and stamped. All other documents are to be digitally signed and submitted.
- 25.5 Tenderers must note that any false information/ data or any suppression of facts will disqualify them even at a later stage also.
- 25.6 The ambiguous or conditional tender, tender received late or tender not in proper form shall not be entertained.
- 25.7 In case, the date of issue/receipt of tender is declared/happens to be a public holiday, the tender will be issued/ received and opened on the next working day at the stipulated time.
- 25.8 The quoted rates shall be valid till the validity of the contract. As per DGR guidelines any increase in wages if effected by DGR, the same shall be considered for payment in addition to the quoted rates. All the rates shall be inclusive of all taxes, Octroi, duties, surcharges, levies and transportation and no extra cost will be paid by the Corporation on this account.
- 25.9 The contractor shall not render any extra services unless he receives specific written instructions in writing from the Officer Concerned.

**26. SPECIAL CONDITIONS OF CONTRACT:**

- 26.1 **ORDER OF PRECEDENCE:** In case of contradictions between Indian Standards,

 IndianOil	<b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b>
	<b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies</b>

General conditions of contract, Special conditions of contract, item wise description of works etc, the following shall prevail in order of precedence.


- a) NIT
- b) Part A Technical Bid
- c) Part B Technical Bid
- d) Formal contract
- e) Acceptance of tender
- f) Price schedule annexed to work order
- g) Agreed variation annexed to work order
- h) Addenda to the tender documents
- i) Special terms & conditions of contract
- j) Special instructions to Tenderers
- k) General conditions of contract
- l) Instruction to Tenderers

**In case of any deviation/ variance/ conflict between Part A and Part B of Technical Bid, the Clause mentioned in Part A shall prevail.**

A variation or amendment issued after the execution of the formal contract shall take precedence over the formal contract and all other Contract Documents.

Notwithstanding the sub divisions of the tender document into several sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.


- 26.2 Guidelines for functioning of DGR Empaneled Ex-Servicemen for Security Services along with amendments issued vide office memorandum 28(03)/2012/D(RES-I) dated 13 May'2021 are applicable.
- 26.3 The contractor shall abide by all the rules/ regulations/ status imposed by the Government or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities/ Government or any other law regulating bodies.
- 26.4 Broadly the recoveries shall be effected from contractor's bills as per details given below for non-compliance of order requirements as per discretion of IOCL's authorized representative.
  - i. Contractor's person(s) not in uniform or uniform not cleaned/ stitched @ Rs. 200/- per day.
  - ii. Violation of statutory requirement(s) on 1<sup>st</sup> instance @ Rs.1000/- per case, on 2<sup>nd</sup> instance @ Rs.2000/- per case and 3<sup>rd</sup> instance @

 IndianOil	<b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b>
	<b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies</b>

**Rs.5000/- per case.**

**This would be subject to levy of GST.**

- 26.5 **Uniform**: The personnel deployed by the contractor in our premises against this contract, will report in proper uniform with safety shoes neat and tidy, from the day of the contract commencement.
- 26.6 **LABOUR LICENCE**: The contractor must obtain labour licence to take up the work on contractual basis under contract Labour (Regulation and Abolition Act, 1970), if applicable.
- 26.7 **CHARACTER VERIFICATION AND ANTECEDENTS**: The contractor should get the character/ antecedents of each and every workmen deployed by them in our premises, verified by the Police Authorities before engaging and deploying them in our premises. In case the contractor desires to change the manpower deployed by him, due to any reason, the new incumbent should be deployed with the clearance of Officer- in-Charge of IOCL.
- 26.8 The Contractor shall ensure that Security personnel proposed to be deployed at IOCL location undergo training as per PSARA before induction.
27. **WEEKLY OFFS/PAID HOLIDAYS**: For every workman deployed in our premises, the contractor will give one day's weekly off for every six continuous working days.
28. **PROVIDENT FUND**: The contractor shall strictly comply with the provision of Employees Provident Funds Act. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the challan/receipt for the payment of provident fund made to RPFC for the preceding month (s).
29. **ESI and Employee Compensation Insurance**: The selected DGR sponsored Security Agency shall strictly comply with the provision of Employees State Insurance Act or Employee Compensation Act regarding insurance, as applicable. The selected DGR sponsored Security Agency shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the challan/receipt for the payment towards ESI/ECA insurance for the preceding month(s).
30. **HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT**: In addition to the safety practices to be followed, the agency shall establish document and maintain an

 IndianOil	<p style="text-align: center;"><b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b></p> <hr/> <p style="text-align: center;"><b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies</b></p>
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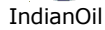
effective Health, Safety and Environment (HSE) management system. The agency shall arrange First Aid Box at work site at a suitable location for all the time during execution of work. The agency shall provide safety shoes at their cost and ensure its usage by their personnel.

31. The number of security guards and Supervisors as mentioned in the tender documents are tentative and the actual requirement shall be declared in the work order.

32. ~~Special Conditions for Security Guards Involved in Jetty Line Patrolling: (-applicable only for locations engaging security guards for Jetty Line Patrolling)~~

- 32.1 ~~Following will be the requirements for security guards engaged for Jetty Line Patrolling:~~

- a. ~~Maximum age should not exceed 50 years.~~
- b. ~~BMI (Body Mass Index) should be in the range of 18.5 to 24.9~~
- c. ~~Minimum height should be 157 cms~~
- d. ~~The Guard should have dexterity and strength to perform searches, handle objects and use force to restrain individuals in case of need.~~
- e. ~~Information regarding candidates with regard to history of any ailment along with present allergy if any and present medication if any to be furnished (self certification).~~
- f. ~~The guard / supervisor should not be suffering from a disease, which may limit the physical or mental capabilities in performing the security duties (self certification).~~
- g. ~~The guard/supervisor should not be suffering from any physical handicap or deformity, which may become deterrent in 12 km walking in a day (Doctor certification).~~
- h. ~~Eyesight (Doctor certification):~~
  - ~~Distant vision 6/6 with or without correction~~
  - ~~Near vision 0.6 /0.6 with or without correction~~
  - ~~Free from colour blindness~~
  - ~~Should be able to identify and distinguish colour display in security equipment.~~
  - ~~Should be able to read and understand display in English alphabets and Roman Numbers.~~
- i. ~~Hearing: free from defect (Doctor certification).~~
- j. ~~The medical and fitness requirement of patrolling security guard will be assessed yearly through IOCL nominated doctor /hospital or through a camp organized by IOCL This is in addition to existing process of medical certificate submitted by the Security Agency.~~




**NAME OF WORK - Contract for Security and Allied Services at NABHA BP  
from DGR Sponsored Agencies**


n. Patrolling team will have to provide their daily patrolling report as per the format provided by IOCL.

WAGE STRUCTURES AS PER DGR RATE CIRCULAR EFFECTIVE [REDACTED] REVISED GST  
EFFECTIVE [REDACTED]

S.N.	Description	% This is as per DGR rates circulars w.e.f	UNARMED SECURITY GUARD	SUPERVISOR
A	Basic Wages plus Variable Dearness Allowance (VDA)		347	
B	ESI/Medical Allowance and Workmen Compensation on areas/personnel not covered by ESI	3.25 % of Basic + VDA	16.48	
C	EPF*****	12% of Basic + VDA	41.64	
D	EDLI	0.5% of basic + VDA	1.74	

 IndianOil		Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27		
		NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies		
E	Admin Charges (EPF & EDLI) ****	0.5% of basic + VDA	2.98	
F	HRA****	20% of basic + VDA	69.40	
G	ESI/Medical Allowance on HRA****	3.25% of HRA	3.30	
H	Bonus	8.33% of Rs 7000	28.91	
I	Uniform Outfit allowance	5 % of basic + VDA	17.35	
J	Uniform Washing Allowance	3 % of basic + VDA	10.41	
K	Total	Sum of (A) to(J)	539.25	
L	Relieving Charges 1/6 <sup>th</sup> of total of serial (L)		89.87	



 IndianOil	Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27		
	NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies		

M	Total Cost Per Head	Sum of (K) to (M)	629.12	
N	Number of days		26	
O	Total cost per head per month	M*N	16,357.12	
P	Service Charges @ 10% (for illustration purpose only)****		1,635.71	
Q	Total	Sum of (O) and (P)	17,992.83	
R	Applicable GST		2,249.10	
S	Sum Total	Sum of (Q) and (R)	20,241.93	
	Manpower required			
	Financial implications per month including Service Charges and GST			
	Total for 1 Years (12 months)			

~~\*\*\* Locations inviting tenders should provide additional columns for Security Supervisors, Deployment in remote areas like North Eastern States, J & K etc as per DGR guidelines.~~


~~\*\*\*\* Wages to security guards deployed at the BPs are applicable as per Appendix 'D' (Refers to Para 8(a) (viii) of OM) and as per Area A / Area B / Area C of DESW\*.~~

~~\*(Reference: security Agency guidelines issued by DESW on 13<sup>th</sup> May 2021 (No. 28(75)/2020-D(Res-1) Government of India Ministry of Defence (Department of Ex-servicemen Welfare), New Delhi, dated 13 May 2021)~~

33. CLAUSES ON TAXATION (Taxes and Duties) : As per **Part-B.**


34. Labour Agreement/PF/ESI requirements shall be adhered to as per the relevant Clauses of Part-B: GENERAL TERMS, COMMERCIAL CONDITIONS AND DECLARATIONS.

35. Bill of Quantities is approximate, and payment shall be made as per actual certified quantity.

 IndianOil	<b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b>
	<b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies</b>

### 36 Safety Policy for Contract Workers

- A. Safety Policy for Contract Workers shall be applicable for the following:- Contract workers engaged for Haulage & Housekeeping Contract, Canteen Contract, Security, Contract, PMCC / DG sets/Fire Engines Operation Contracts, Mechanical & Electrical Maintenance Contract, Project/ Construction activities through the Contractors at Operating Locations, Locations operating through O&M Contract, Contract works at Project/Construction site, Administrative Offices, etc., for whom Officer of IOCL is the Principal Employer/Occupier.
- B. Responsibilities of Contractor
- Contractor shall adhere to safe Operation & Maintenance practices and guard against hazardous and unsafe working conditions and shall comply with OWNER's safety rules as set forth in GCC /IWPM/HSE Manuals and relevant Policies of Corporation.
- Contractors shall refer to the following OISD standards for familiarizing themselves with safety provisions to be adhered to at locations and construction site and for safety management:
- OISD-STD-105 – Work Permit System
  - OISD-GDN-192 – Safety Practices during Construction
  - OISD-GDN-207 – Contractor Safety
- In the event of any irreconcilable conflict between the provisions mentioned in the Standards prescribed by the Oil Industry Safety Directorate/Regulations and the Safety provisions set out herein, the Safety Practices established by the Oil Industry Safety Directorate/Regulations shall prevail to the extent of the irreconcilable conflict.
- The following guidelines have been outlined as part of statutory / regulatory requirement or good safety practices and compliance shall be ensured by the contractors while undertaking work at IOCL premises.
- To ensure that equipment along with all tools, tackles and brought out items used for execution at workplace are certified/ tested and fit for usage by the contract labour and specifications are in line with the specifications/guidelines issued by Corporation.
  - To ensure that necessary permits and permissions have been obtained before execution of job.
  - To ensure that the contract workers have completed appropriate health and safety trainings as required by the statute / regulation and as per requirements of IOCL. The documentation of such training imparted to all its workers should be maintained and produced for verification as required.
  - To ensure availability of First Aid boxes and First Aid trained attendant and other facilities as per requirement of the Factories Act / the Building & Other Construction Workers Act.

 IndianOil	<b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b>
	<b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies</b>

- To ensure participation of Contract workers in Safety trainings including Mock Drills and Emergency situation as per decision taken by Location-In- Charge/Project In-Charge.
- Contractors to ensure that all the incidents and near misses are reported by the supervisor/contract workers to the Designated Safety Officer/concerned officer of the location/project site. The contractor shall be fully responsible for all the action of their authorised supervisor and contract workers during execution of work.
- To ensure social security coverage of Contract labour under the statutes/applicable laws and under PMJJBY (Pradhan Mantri Jeevan Jyoti Bima Yojana), a life insurance scheme, and PMSBY (Pradhan Mantri Suraksha Bima Yojana), an accidental insurance scheme. Any other responsibilities as specified in the terms of contract/tender document including Integrated Work Procedure Manual, General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).


In case of non-availability of Supervisor, the said responsibilities shall be of the Contractor himself.

#### C. Safety Procedures to be adhered to by Contractors:

It is the responsibility of each Contractor or his authorized representative to inspect each work area at the beginning of each shift, and supervise the work execution thereafter, to ensure that safe working conditions are maintained. Contractor must ensure protection of their workers from severe weather conditions (extreme wind, lighting storms, extreme heat, extreme cold etc.) and to provide a safe work environment.

The contractor is responsible for safe execution of work at IOCL premises including but not limited to the following:

- Ensuring all the workers work with safety gears (Safety shoes, safety helmet, cover all & other job specific PPE's).Daily workplace safety inspections (to identify unsafe acts, unsafe conditions at the work area and take necessary actions).
- Inspection of PPEs, tools / lifting accessories / slings / ropes/web belts/ D- shackles etc.
- To ensure that all workers have proper training for their job assignments, including use of appropriate PPE, first aid and firefighting equipment.
- To ensure strict compliance with work permit system by carrying out work only with appropriate work permits and after ensuring that all safety precautions / conditions in the permit are complied with and closing the same after job completion.
- To ensure good illumination for work area to carry out work safely.
- To ensure that all the preventive measures for identified hazards (e.g. Job Safety Analysis, Job Hazard Analysis, HIRA, etc.) are in place and communicated to workers
- To ensure that the workers likely to be exposed to hazardous chemicals/materials have access to appropriate Material Safety Data Sheets (MSDS) and provide necessary mitigation measures.
- To ensure that only medically fit person shall be engaged in work and ensure that sick /

 IndianOil	<b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b>
	<b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies</b>

or injured workers during course of work should receive timely and appropriate first aid and/or medical attention.

- To ensure that appropriate warning signboards and tags are displayed.
- Ensure adherence to the emergency procedures and roles assigned during emergency within IOCL premises.

**D. Safety Procedures to be adhered to by Contract Worker:**


The Contractor ensures that contract workers engaged by him must abide by all the applicable SOPs and Safety procedures including the following:

- Comply with relevant SOPs/work instructions in a manner that protects their own safety and health, as well as the safety and health of anyone who may be affected by their acts or omissions at work.
- Ensure that they are not under the influence of any intoxicant so that they would not pose to be a danger to themselves or others while at work.
- Cooperate with their employer regarding safety, health, and welfare at work.
- Participate in safety and health training and campaigns offered by their employer and by IOCL.
- Ensure participation in Mock Drills and Emergency situation as per decision taken by Location-In-Charge/Project In-Charge.
- Make proper use of all machinery, tools, substances, etc. and of all Personal Protective Equipment provided for use at work.
- Report to their supervisor regarding any defects in the place of work, equipment, etc. which might endanger safety and health. Ensure their social security coverage under the statutes/applicable laws and under PMJJBY (Pradhan Mantri Jeevan Jyoti Bima Yojana), a life insurance scheme, and PMSBY (Pradhan Mantri Suraksha Bima Yojana), an accidental insurance scheme.

**E. Work Permits:**

The Contractor's Supervisors (or person in charge of the work) should ensure that:

- They have received training in work permit system as applicable in that location or work site.
- They do not start any work requiring a permit, until it has been properly authorized and issued.
- They discuss the job fully with the IOCL Officer or representative receiving the permit.
- The workers are briefed on the details of the permit including any potential hazards, and on all the precautions taken or to be taken.
- The precautions mentioned in the work permit are maintained throughout the work activity.
- Daily tool-box talks are conducted for their workers.
- The worker understands that if circumstances change work must be suspended and inform the supervisor.
- The work group stays within the limitations set on the permit (physical boundaries, type of work and validity time).

 IndianOil	<b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b>
	<b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies</b>

- On completion or suspension of the work, the site is left in a safe condition and the permit receiver is informed & permit has been returned for closing.

Contract workers working in IOCL premises with work permit system should ensure that:

- They have received instruction and have a good understanding of the safety work permit system from their supervisor.
- They receive a briefing from the supervisor on the task through daily tool-box talk and they understand the hazards and the precautions taken or to be taken.
- They follow the instructions specified in the permit.
- When they stop work, the site and equipment they are using is kept in a safe condition before leaving the site.
- They must consult their supervisor in case of any doubt of their assigned task or if circumstances change for continuation of the work.

#### F. Personal Protective Equipment:

The contractor shall ensure that:

- All the personal protective equipment are of good quality & reputed make & conform to the specification provided by Corporation and shall have the requisite national or international certification.
- All the required & appropriate/ suitable PPEs are provided to the contract workers by the contractor.

If the contractor does not provide the required PPEs to his worker, the job may be suspended/stopped as per Golden Rules.

#### G. Toolbox Talk:

Contractor supervisor shall deliver the toolbox talk before start of the daily activity. It should contain the brief work description, probable hazards, controls planned and mitigation measures to be taken.

Use & benefits of PPE's & safety gears as per the job requirements.

A record for each toolbox talk should be maintained by the contractor indicating the topic and number of personnel attended.


#### H. Gate Pass:

The entry of contract workers and TT crew into IOCL premises shall be allowed only after issuance of appropriate gate pass/ entry permit subject to fulfilment of provisions such as attending induction trainings, submission of Character & Antecedents (C&A) verification of individual worker from concerned authorities.

The requisite formalities in the form of "assessment quiz for visitors & contract worker on viewing of safety briefing film at locations" dt 23.02.2023 shall be ensured by the location.

#### I. Emergency Evacuation:

In the event of emergency, the Contractor and their personnel are to follow the directions of the Location-In-Charge or the IOCL representative at the work site. The contractor/supervisor

 IndianOil	<b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b>
	<b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies</b>

shall familiarize the contract workers with the emergency plan at the specific work location including the assembly points. If any contractor/supervisor suspects that an emergency condition exists, they must immediately contact the IOCL Officer or representative.

**J. Housekeeping:**

Good housekeeping is mandatory. Work areas must be kept neat, clean, and orderly. All tools and equipment are to be properly stored after use.

Walkways are to be kept free of cords, cables, obstructions and debris.

Changes in walkway elevations or dangerous depressions must be cleared marked with cones, barricade tape or other appropriate warning signs.

The work area is to be cleaned daily and debris are to be disposed of in dumpsters, or off site in accordance with the environmental regulations.

Contractor/supervision must remove all unused material and equipment upon the completion of the work.

**K. Alcohol, illegal Drugs and Firearms:**

The Contractor must ensure prohibition of the possession, distribution, promotion, manufacture, sale, use, and use of illegal drugs, drug paraphernalia, controlled substances, alcoholic beverages, and weapons by workers within IOCL premises or during work at site.

**L. Training and Awareness:**

The contractor shall ensure participation of their workers in safety trainings including Mock Drills as per stipulated timelines or mutually agreed timeframe.

**M. Provision of Health and Hygiene of workers:**

The Contractor must ensure the following:


- To ensure periodic medical check-up for his/her workers as per statutory norms and IOCL policies and maintaining the records.
- Operating locations conduct periodic campaigns covering a wide range of activities including health camps, eye checkup camps, distribution of spectacles etc. for promoting health and hygiene among the contract workers and TT crew.

The contractors shall ensure participation of their contract workers and supervisors in such activities.

**N. Contractor Safety Performance Evaluation:**

The Objective of the Performance Evaluation of the Contractors is to ascertain the performance of the contractor in respect to the satisfactory execution of the work while maintaining safety and quality standard of work so as to keep the reliable contractors in the system. Upon completion of the project/work, the contractor's safety performance shall be evaluated based on his periodic assessment during the contract period. Case of poor/unsatisfactory rating shall be informed to the contractor and penal action in case of deviation from the stipulated guidelines, safety violation may be initiated in line with the term of the contract. Contractor Performance Evaluation shall be as per Clause 16.1.24 of IWPM.

**O. Punitive action for Safety Violation:**


 IndianOil	<b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b>
	<b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies</b>

For any safety violation within Operating Locations/Project Site by Contractor, the action against contractor shall be initiated in line with the Provisions contain in Penalty for Non-Observations of Safety Norms as per Clause 3.12 of IWPM. The punitive action for common safety lapses by supervisor and worker of Contractors related to personal protective equipment, work permit system & standard operating procedure, which have NOT led to any accident due to such violations, shall be initiated against the concerned supervisor and worker by the contractor as per Clause B(a) and B (b) of the provisions of policy guidelines against safety violations at locations in Marketing Division issued vide IR/1292; dated: 24.05.2023. The applicable clauses are produced below-

For Contract workmen and supervisors:

**a) Minor Lapses / Violations**

S.N	Lapses / Violations	Action for 1st violation	Action for 2nd violation	Action for 3rd violation
1.	Non-compliance to conditions of Work Permit System within the boundary of the location.	Letter to be issued to the contractor for taking suitable action for	Letter to be issued to the contractor for taking suitable action for restricting entry of	Letter to be issued to the contractor for taking suitable action for permanently prohibiting the entry of concerned Labour /
2.	Non usage of following PPEs inside licensed areas (as applicable): a) Safety Shoes b) IFR suits	restricting entry of concerned Labour / Supervisor for 7 days.	Supervisor for 14 days. It must contain explicitly the nature, date,	Supervisor at any of the IOCL locations. It must contain explicitly the nature, date, time and action taken for the 1st and 2nd violations also.

 IndianOil	Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27
	NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies

	c) Splash Goggles d) Hand Gloves e) Face Shield		time and action taken for the 1st violation also.	
7.	Non-compliance to Logout / Tagout (LOTO)			

**b) Major Lapses / Violations**

S.N	Lapses and violation	Action for 1st violation	Action for 2nd violation
1.	Non-adherence to the prohibition of taking mobile /smart watch/ match box / lighter in the licensed area.	Letter to be issued to the contractor for taking suitable action for restricting entry of concerned Labour / Supervisor for 14 days.	Letter to be issued to the contractor for taking suitable action for permanently prohibiting the entry of concerned Labour / Supervisor at any of the IOCL locations.  It must contain explicitly the nature, time and action taken of the 1st violation also.
2.	Undertaking a work / activity, which is not covered in issued work permit.		
3	Failed to follow SOP while carrying out the work.		
4	Non usage of following PPEs inside licensed areas (as applicable): a) Safety Helmets b) Fall Arrestor System (Safety Belt, Lifeline, Full Body Harness, etc)		


**P. Incident Reporting guidelines:**

- In case of any incidents/accidents, including near miss incidents, the supervisor of the contractor shall report to DSO or any of the representative of the IOCL at location within an hour of occurrence of such incident.
- The contractor/supervisor shall report any unsafe work, unsafe working conditions to the Designated Safety Officer of the location or other identified IOCL representative.


**Q. Documentation and record keeping of contract workers:**

The contractor shall ensure the availability of following documents/copies at the location for ready reference:



 IndianOil	<b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b>  <b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u>  from DGR Sponsored Agencies</b>
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1. ID card
2. ESI card/Insurance documents obtained under Workmen's Compensation Act 1923
3. C&A Verification
4. PF & ESI nominations as well as copy of PF & ESI challans
5. PMJJBY and PMSBY registration and contribution details of eligible contract workers
6. Training Records
7. PPE, health & hygiene record
8. Medical test reports as applicable for various works
9. Work permits and associated JSA
10. Emergency contact no. and other details of nominee of contract workers
11. Form-A i.e. Register of Contract labour
12. Other statutory registers including Form B, C & D.
13. Other documents as specified in the terms of contract/tender document including General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).

 IndianOil	Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27
	NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies


**Annexure 1**

**DETAILS OF ITEM WISE PENALTY STRUCTURE**


Clause no.	Clause of Tender Document	Proposed Penalty for violating the clause ( All in terms of % of monthly bill unless stated otherwise)
2.3(I)	The security personnel employed by you must possess sound health and good eye sight. The medical fitness certificate of each guard will be submitted by you to the location In charge before the time of deployment of security personnel.	Penalty for non-submission of Medical fitness of guards/ supervisor:  0.5%, if not done at the time of deployment.  Increase of 0.25% for every subsequent month till not submitted, subject to maximum penalty of 2.5% on this account.
2.3-(II)	the average age of security deployed security personnel should not exceed 50 years with no individual above 65 years of age	1%, if average age is more than 50 years but less than 51 years.  0.5% additional for every one year excess in average age subject to maximum of 5%.
2.3-(III)	At least 50% of the guards should be competent to handle Computers/CCTV/other electronic security gadgets.	1.5% at the time of deployment.  3%, if not corrected within 3 months.
2.4	The discharge book (of Armed Forces/recognized unit which is considered as Ex-Servicemen by DGR) of each guard will be submitted by you to the Location In charge for inspection at the time of deployment of security personnel.	1% penalty, till submitted for all ESMs.
2.5	It should be ensured that 100% or minimum 90% Ex-serviceman are engaged as per DGR guidelines. Efforts should be made to take ex-serviceman under the category of within "Combatant" as they have requisite skills and attitude to handle security in a more professional way. Any deviation of the 90:10 (ESM strength : Non-ESM strength) norms of guard strength by	Will be reported to DGR for every month of non- compliance.  Penalty of 1% (ESM: Non-ESM 85:15 or better) Penalty of 1.5% (ESM: Non-ESM 80:20 or better) Penalty of 2% (ESM: Non-ESM 75:25 or better)

 IndianOil	Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27
	NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies

	the agency will be immediately reported to DGR	Penalty of 5% (ESM: Non-ESM 74:16 or worse)
2.6	Training of security guards/supervisors is very important. Hence pre-induction training and subsequent refresher training as per provision of PSARA should be ensured through PSARA authorized training center(s) by the successful bidder.	No- deployment till pre induction training completed for all security personnel to be deployed. For Refresher training, in case of non-compliance corporation will get the training done, the cost of training and overtime arising out of training + 25% incidental charges will be recovered from the agency.
2.7	DGR Sponsored security agency owner should be available at the location to solve the problems at any point of time.	1% Penalty of one month's bill value, for each instance of not being available, when called for meeting.
2.8	Agency should get the character & antecedents (C&A) of each and every workman deployed by them in our premises, verified by the Police Authorities before engaging and deploying them in our premises and thereafter as and when sought by the location in charge. C&A certificate/ proof of submission of application for C&A verification for each individual should be available at the time of deployment. It is to be ensured that within 03 months of deployment, all individual C&A certificates are made available in case of any individual's certificate not being available, the individual will be taken off the deployment.	Individual security personnel whose C&A verification certificate is not made available within 03 months of deployment, will not be allowed to perform the duties.
2.9	In case of non-adherence to requirements as specified from 2.3, 2.4 2.5, 2.6, 2.7 and 17 penalty equivalent to 1.0% of monthly bill value will be recovered for each incidence of non-adherence, subject to maximum of 10% of monthly bill value. This would be subject to levy of GST.	The details as above, subject to a maximum of 10% for any month.

 IndianOil	<b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b>
	<b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies</b>

3.0	Contractor's person(s) not in uniform or uniform not proper/cleaned/ stitched	@ Rs. 200/- per day
3.1	Violation of statutory requirement(s)	1st instance @ Rs.1000/- per case, on 2nd instance @ Rs.2000/- per case and 3rd instance @ Rs.5000/- per case.
3.2	Violation of safety norms	1st instance @ Rs.1000/- per case, on 2nd instance @ Rs.2000/- per case and 3rd instance @ Rs.5000/- per case.

 IndianOil	Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27
	NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies


## Annexure-2

### CHECK-LIST

Details of documents uploaded along with Tender Documents in technical bid and confirmation required to be furnished by Tenderer:

S.N.	Particulars	IOC's Requirement	Details/Declaration by tenderer (Yes / No)
1	Single page declaration for undertaking of acceptance of tender as required, to be uploaded.	To be uploaded by tenderer	
2	Empanelment Certificate issued by DGR	To be uploaded by tenderer	
3	PAN Card of the ESM Agency	To be uploaded by tenderer	
4	PSARA License	To be uploaded by tenderer	
5	Confirm that all Declarations/ Undertakings/ Addendum required as per tender are uploaded.	To be confirmed by tenderer	
6	Confirm that there are no deviations from tender conditions	To be confirmed by tenderer	
7	Power of attorney (POA) for bidders as per the legal entity of the firm.	To be filled by tenderer and copy to be uploaded	
8	Confirm validity as per tender condition	To be confirmed by tenderer	
9	Confirm completion time as per NIT	To be confirmed by tenderer	
10	Confirm that the price bid does not contain any condition	To be confirmed by tenderer	
11	Any Other information desired to be furnished by Tenderer	To be filled by tenderer	

Note: Above declaration is to be signed by the same person, who is duly authorized to sign all the required declarations, documents to bid for subject tender.

 IndianOil	Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27
	NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies

Annexure-3


**STATEMENT OF CREDENTIALS**

**(To be filled by the Tenderer)**

NOTE:

- Incorrect/ false declaration will result in disqualification.
- Necessary supporting documents to be enclosed.
- Corporation reserves the right to assess the tenderer's capacity and capability, if necessary, by visiting/ inspecting recently executed / under execution of works.


S.N.	PARTICULARS	DETAILS TO BE FURNISHED
1 a	Name of the Tenderer and SAP Vendor code of IOCL (if available)	
b	Address of the Tenderer	
c	Telephone/Mobile no	
d	E-mail ID	
e	Contact person name along with telephone number	
2	Date/ Year of establishment of the firm	
3 a	Status of firm (Proprietary/ Partnership/LLP/Co-operative society/ Private Ltd/ Public Limited/ PSU/ JV of IOCL etc.)	
3 b	Details regarding Certificate of Incorporation/Partnership deed/Registration certificate of co-operative society	
4	Names of Proprietor/ Partners/ Directors A. B. C.	

 IndianOil	Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27
	NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies

S.N.	PARTICULARS	DETAILS TO BE FURNISHED
5	AUTHORIZED SIGNATORY A. B. C.	
6	PAN number	
7	GST registration number	
8	PF Registration Number	
9	PSARA License number	
10	Income Tax Returns acknowledgement filed for last three assessment years (i.e. corresponding financial years as per NIT):	
11	Any Other information desired to be furnished by Tenderer	
12	SAC/HSN Code	

SIGNATURE OF TENDERER: DATE:

NAME & ADDRESS SEAL:

 IndianOil	Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27 NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies
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#### Annexure-4

(On Non Judicial Stamp Paper - to be typed in double spacing)

#### SECURITY SERVICES CONTRACT AGREEMENT


Memorandum of Agreement MADE THIS .....of .....between Indian Oil Corporation Limited (a Company registered under Companies' Act 1956) having its Registered Office at G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai - 400 051 and hereinafter called "the Corporation" of the one part and M/s..... hereinafter called "Contractor" of the other part.

Whereas the Contractor is desirous of carry out Security arrangement and allied services at ..... & whereas the Corporation has agreed to appoint the DGR nominees as Contractor upon the terms & conditions here in after recorded for providing Security arrangement and allied services at the above mentioned ..... Now this agreement witnessed and it is hereby agreed by and between the parties hereto as follows:

#### TERMS AND CONDITIONS:


1. That the contractor will provide all equipment and manpower required for carrying out any of the work assigned to them as detailed in the JOB SCHEDULE attached hereto by the Corporation under this contract through the Location-in- charge or his own delegated authority at .....
2. In consideration of the remuneration payable by the Corporation to the contractor as outlined in the rate schedule herein the contractor undertakes to carry out Security arrangement and allied services inclusive of job of adequately safeguarding and maintaining vigilance of the Corporation's location stores, equipment's etc. belonging to the Corporation situated at ..... on the following terms and conditions.
3. The contractor shall provide Security personnel as specified by the Corporation to carry out the said Security arrangement and allied services satisfactorily during day and night vigilance. (Weekly off cover will be arranged by the contractor only). The timings of shifts and the number of security guards will be finalized after mutual discussion with the location-in-charge. The decision of location-in-charge or the Officer nominated by the Location-in-charge in this matter will be final and binding.
4. In case of any long absenteeism (more than 3 days) involving any of the security



 IndianOil	<b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b> <b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u></b> <b>from DGR Sponsored Agencies</b>
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personnel the contractor shall arrange suitable substitute(s) from outside. The contractor shall refrain from covering such absenteeism by overstretching existing personal since this practice tends to exhaust them physically & directly affects the alertness necessary for performing duties.

5. The contractor will be responsible for providing the security guards with Uniforms, Socks, Safety Shoes and Rain/Cold Protective equipment. The Corporation, including replacement of torch cells, will provide torchlights for night patrolling.
6. The Security Supervisors/Guards on duty during the shifts will always be in the proper uniforms wearing shoes and caps (neatly washed and pressed/ironed) and that the security supervisor and security guards assigned for the purpose will be vigilant at all times and alert for any eventualities. Authorized officer's instructions from time to time for security beef up shall be strictly followed.
7. Persons provided by the contractor as security guards, supervisor should be physically fit, energetic and should have a basic knowledge of fire fighting & first aid. They should also be having minimum educational standards as to be able to read and write English/Hindi.
8. The contractor shall arrange to safeguard the materials and properties of the Corporation by posting the security guards in such a manner at such points as required by the Corporation and patrol at the required areas at all times by checking of LPG/POL Tank Trucks, Stack Trucks, Employee/Visitors Cars and other vehicles and by search of all employees at the Main gate and second gate of the location & in such a manner as considered necessary and decided in consultation with location-in-charge or the designated officer of the Corporation.
9. The contractor shall arrange for maintenance of registers/books and forms as are found necessary for the efficient performance of the security work undertaken herein. A duty register indicating the names of security guards and security supervisor on duty should be available for inspection at all times at the premises. The Corporation agrees to supply such registers/books and forms as are required.
10. Any of the security guard, Security Supervisor provided by the Contractor whose work or conduct found unsatisfactory by the Corporation shall be replaced immediately at no cost to the Corporation. The contractor undertakes to change the staff periodically as advised by the Corporation.
11. In case of non-fulfilment or breach of contract the Corporation will have the

 IndianOil	<b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b> <b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u></b> <b>from DGR Sponsored Agencies</b>
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right to resort to other means at contractor's cost.

12. Payment of bill will be made within 30 days from the date of receipt of the bill by location in-charge.
13. Disbursement of wages to the security staff of the contractor will have to be carried out latest by seventh of the following month by the contractor to avoid any complication in the smooth operation of the contractual security services.
14. While submitting the bill for payment every month towards the said security services under mentioned documents will also be produced by the contractor for the verification of the location-in-charge or the designated officer.
  - a. Statement of wages in Form- XVII
  - b. Attendance record in Form- XVI
  - c. Statement of remittance of PF to statutory authorities along Monthly ECR.
  - d. Workmen Compensation Policy
15. In the event of any theft or pilferage of the Corporation's materials or properties, the contractor will submit reports and actively assist the Corporation, if the Corporation decides it necessary to report such incidents to the police and follow up the same if it is referred to Court of law until the case is closed or discharged. The contractor shall also make good the losses suffered by the Corporation on account of such thefts/ pilferage.
16. The location-in-charge for any other designated officer of the Corporation will be the person authorized by the company to give instructions concerning the security arrangements, procedures for movements of men and materials etc. similarly contractor must report all matters to the said location-in- charge/designated officer.
17. The contractor shall indemnify the Corporation for any loss, damage, deterioration or loss of product or materials or property arising from any act of negligence on the part of the security staff and suffered by the Corporation. The Corporation's decision in regard to the amount of Loss/damage suffered shall be final and binding on the contractor. The Corporation shall be entitled to deduct the amount of loss/damage suffered by the Corporation from the amount/ payment payable to the contractor. In case of handling of **LPG equipment**, the contractor will maintain day to day inventory. In case any shortage is observed during checking of the inventory by representative of the Location-in-charge on

 IndianOil	Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27
	NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies

any day the Corporation shall be entitled to make recovery against such shortages at the prevailing penal rates which are as under:

EQUIPMENT TARIFF (includes penal charges) unit cost.

Details of equipment	Penal rates

For LPG plants only

LOSS DAMAGED/ SPURIOUS CYLS	PENAL RATES	FOR OMC CYLS
For 14.2 Kg LPG cylinder with SC	Rs. 3300.00	Rs. 3300.00
For 19.0 Kg LPG cylinder with SC	RS. 3600.00	Rs. 3600.00
For 19.0 Kg LPG cylinder with LOT	Rs. 5850.00	
For 47.5 Kg LPG cylinder with SC	Rs. 7350.00	
For 47.5 Kg LPG cylinder with LOT	Rs.9600.00	
For 5.0 Kg LPG cylinder with SC Valve	Rs.1700.00	
For LPG pressure regulator new &	Rs. 250.00	
LOT Valves	Rs. 2250.00	

**NOTE:**


As and when the Indane Equipment Tariff & Penal charges are amended or modified,

during the subsistence of this contract, the contractor(s) will be informed in writing about the rates applicable on account of such amendments or modification. Failure to notify such amendments or notification by the Corporation will not be a ground so as to vitiate any terms & conditions of this contract.

This would be subject to levy of GST.

18. The contractor shall ensure that none of the security guards, Security Supervisor provided by the contractor will be a member of the Trade Union of the employees of the Corporation or take any interest in the Trade Union activities of the employees of the Corporation. **No union formation by security guards is allowed.**

19. If at any time the contractor fails to fulfill its obligation of providing security and or fails to carry out security work satisfactory (decision of location-in- charge of the Corporation in this regard being final and binding on the contractor) in terms of and under this agreement then the Corporation will have


 IndianOil	<b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b>
	<b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies</b>

the right to make suitable alternative arrangement and the cost of the same will have to be reimbursed by the contractor, failing which the Corporation shall deduct the same from the contractor's pending bills/security deposit.

20. That the contractors shall submit to the Corporation Bills by a stipulated date every month and receive their payment from the location where the contractor is assigned to provide security coverage.
21. That the contractor shall comply all Government laws, rules and regulations regarding employment and working conditions of personal. Various statutory facilities shall also be provided by the contractors. The contractors will be responsible for any fines for non-compliance of any such laws, rules and regulations.
22. The contractor shall maintain all records as required under the factories act/Payment of wages act/Employees' Compensation Act/ Employee State Insurance Act/PF inspection by the Corporation's representatives as and when required.
23. The Contractors will be liable for any loss or damage to Corporation or its employees or to any third contractor resulting from fire, leakage, negligence, Explosion, Accident or any other cause resulting out of negligence/omission/commission of any act of contractors workmen while performing the work assigned to them and the contractor shall indemnify and keep the Corporation indemnified against any such laws or damage and shall pay to the Corporation's such amount as the contractor may be called upon to pay.


All workmen (Including guards, supervisors, In-charge/Officers etc.) employed by the contractor shall not be on account of the Corporation and shall be deemed to be contractors own workmen so that no service conditions, payment, liabilities, retrenchment, compensation or any other labour liabilities in respect of such person would be attached to the Corporation and the contractors will have to indemnify the Corporation against the same.

24. That the contractor agrees to employ physically fit, competent and efficient Ex-servicemen preferably all below 50 years of age personnel (and not above 65 years in any case) so that the assigned work is done correctly. Any loss caused on account of contractor employee's negligence, theft, default or any omission or conduct shall be made good by the contractor. The contractor's employees and representatives inside the Corporation's location should conform to Corporation's working rules. The contractor shall be liable for all payment to their staff/ employees for performance or carrying of the said work and the

 IndianOil	<b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b>
	<b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u> from DGR Sponsored Agencies</b>

Corporation shall in no event be liable or responsible for any payment and the contractor shall follow and observe rules, procedures, enactment as imposed by the State Government and Central Government or any statutory authority/ authorities. The contractor shall indemnify and keep indemnified the Corporation from all losses, damages, claims, suites or actions which may arise out of or result from injury to any person or property or from violation of any statutory, enactment, rules or regulations or other written or other laws or caused by or resulting from non-observance by the contractor of the provision of this agreement. The contractor shall also keep the Corporation indemnified against any loss, damages, incurred by the Corporation by reasons of the breach of any of the provisions of the agreement.

25. In the event of the contractor's failure to carry out the work assigned to them within a reasonable time, the contractor shall be liable to make good to the Corporation any extra expense that may be incurred by the Corporation in making other arrangement for carrying out the work.
26. The contractor undertakes to deposit Security Deposit as per the DGR guidelines at **CHANDIGARH In line with** DGR guidelines.
27. The contractor shall be responsible for payment of any compensation to their employees payable under the Employee's Compensation Act 1923 and 1933 and the amendments thereto for the injuries caused to the workmen. The Contractor shall be responsible to pay the expenses for providing medical treatment to his employees who may suffer any bodily injury as a result of any accident. The Contractor shall be liable for all payments to his staff employed for the performance of carrying out of the said work and the Corporation shall in no event be liable or responsible for any payment and the Contractor shall keep the Corporation indemnified against the same and from all proceedings in respect thereof. In every case in which by virtue of the provision of section 12 sub- section (1) of the Employee's Compensation Act, 1923 the Corporation is obliged to compensation so paid and without prejudice to the right of the Corporation under section 12 sub section (2) of the same Act, any part thereof by deducting it from the security deposit or from any sum due by the Corporation to the Contractor whether under this contract or otherwise. The Corporation shall not be bound to contest any claim made against it under section 12 sub- section (1) of the said act except on the written request of the Contractor and upon his giving to the Corporation full security for all costs for which the Corporation might become liable in the Consequence of Contesting such claims.
28. The Corporation shall be entitled to award parallel contract for the same work


 IndianOil	<b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b>  <b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u></b> <b>from DGR Sponsored Agencies</b>
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or part thereof awarded under this contract to any contractor or contractors and this contractor and the contractors of the other part hereof shall have no objection to such parallel contract that may be awarded by the Corporation.

29. This agreement shall remain in force for a period of 24 Months (Two Years) from \_\_\_\_\_ to \_\_\_\_\_. The Corporation shall be at liberty to terminate this agreement forthwith upon or at any time after the happening of any of the following events:-

- a) If the Contractor shall commit a breach of any of convenient and stipulations contained in the agreement and fail to remedy such breach within three days of the receipt of a written notice from the Corporation in this regard.
- b) (i) Upon the death or adjudication as insolvent of the contractor if be as indicated.  
(ii) Upon the dissolution of partnership of the contractors firm or the death or adjudication as insolvent of any partners of the firm if the party be a firm.
- c) If any attachment if levied and/or continued to be levied for a period of seven days upon the effects of the contractor or any individual partners for the time being of the Contractors firm.
- d) If a receiver shall be appointed of any property or assets of the Contractor or of any partner if the Contractor is Partnership Firm or Director if the Contractor is a Company.
- e) If the license issued to the Contractor by the relevant authorities is cancelled or revoked.
- f) If the contractor shall for any reason make default in payment to Corporation in full or his outstanding as appearing in the Corporation's book of account beyond four days of demand by the Corporation.
- g) If the contractor does not adhere to the instructions issued from time to time by Corporation with safe practices to be followed by him in carrying out various jobs assigned to him.
- h) If any information given by the contractor shall be found to be untrue or incorrect in any material particular.
- i) The contractor shall either himself or by his servants, Agents, Commit or suffer to be committed any act which in the opinion of Location-in- Charge, \_\_\_\_\_ whose decision shall be final, is prejudicial to the interest or good name of the Corporation or its product, the Location-in-Charge, \_\_\_\_\_ shall not be bound to give reasons for such decisions.

30. The contractor shall be bound to perform as the contractor to the Corporation for the aforesaid terms and in the event of Sooner determination of the agreement by the

 IndianOil	<b>Limited Tender No.: PSO/LPG-O/NABHA/SECURITY/25-27</b> <b>NAME OF WORK - Contract for Security and Allied Services at <u>NABHA BP</u></b> <b>from DGR Sponsored Agencies</b>
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contractor by giving 90 days' notice in writing to damage compensation, rate difference, whatsoever from the contractor on Corporation's accepting such Sooner determination of the agreement and the contractor hereby agrees to pay such damage compensation, rate difference to the Corporation as may be a calculated by the Corporation and intimated to the contractor.

31. Any goods or property in custody or power of the contractor its employee or agent at the time of termination of contract by efflux of time or by notice or however shall be handed over the same to the Corporation.
32. That all notices required to be given by either contractor to the other as under shall be deemed properly served if delivered in case of the Corporation at its                      Office at                      , herein above mentioned or sent by registered post to its said office and in case of contractor if sent by post or delivered by hand at the said premises herein above mentioned. The court in the city of                      only shall have jurisdiction to entertain any suit, application or other proceedings in respect of any claim or dispute arising under this agreement.
33. The annexure to the agreement viz., job schedule and rate schedule form part of the agreement. In witness whereof the parties here-into set and subscribed their respective hand and seal on the day, month and year mentioned above within.
34. The contractor hereby agrees that the courts in the city of                      alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any awards made by the Sole arbitrator hereunder shall be filed in the concerned courts in the city of                      only.

Signed and delivered on behalf of the  
by in the

Signed and delivered  
  
Indian Oil Corporation Limited

in the presence of


in the presence of

Name and designation seal  
Witnessed by :

Witnessed by :

- 1.
- 2.

- 1.
- 2.

 IndianOil	Limited Tender No:.....
	<b>NAME OF WORK - Contract for Security and Allied Services at          through DGR Sponsored Agencies</b>

(On Stamp Paper of appropriate value - to be typed in double spacing)

**INDEMNITY BOND / UNDERTAKING FOR PF PROFORMA**

**‘A’**

(To be executed if Applicable on obtaining work order)

From : M/s. \_\_\_\_\_

(Contractors)

To: M/s. INDIAN OIL CORPORATION LIMITED


Subject: (1) Work Order No. \_\_\_\_\_, dated \_  
 (2) Agreement No. \_\_\_\_\_, dated \_\_\_\_\_

THIS INDEMNITY BOND/ UNDERTAKING executed at ..... this.....day  
 ..... of ..... 2006 by Messers  
 ..... hereafter called the “Contractors” (which expression shall  
 mean and include if the context so admits, the partners or partner for the time being of the Firm and  
 their or his respective heirs, executors and administrations its successors and assigns in law) in favour of  
 INDIAN OIL CORPORATION LTD. a Company incorporated under the Company Act I of 1956 and having its  
 Registered Office at G-9, Ali Yavar Jung Marg. Bandra (East), Mumbai 400051, and with their \_\_\_\_  
 Regional Office at  
 \_\_\_\_\_ hereinafter called “the Corporation” (which expression shall include its  
 successors and assigns in law).

WHEREAS the Corporation, desirous of having executed certain work specified in the work order No. \_\_  
 dated \_\_\_\_\_ issued by the Corporation on the Contractors has caused drawings, specifications and  
 bill of quantity showing and describing the work to be done prepared and the same have been signed by  
 or on behalf of the parties hereto AND WHEREAS the Contractors have agreed with the said work Order  
 upon certain terms and conditions provided in the Agreement executed between the Contractors and the  
 Corporation and also contained in the General Conditions of contract attached thereto.

AND WHEREAS the Contractor are bound by law to comply with the provisions of various Labour Laws like  
 Minimum Wages Act 1948, Equal Remuneration Act 1976, Inter-State Migrant Workmen (Regulation of  
 Employment and Conditions of Service) Act 1979, Contract Labour (Regulation and Abolition) Act 1970,  
 Employee’s Compensation Act 1923, Employees State Insurance Act as also



 IndianOil	Limited Tender No:.....
	NAME OF WORK - Contract for Security and Allied Services at through DGR Sponsored Agencies

the Provident Fund Act providing for Provident Fund Act Scheme for labourers engaged by the Contractors but amenities and facilities to the workers under the different labour laws, not only the contractors but also the Corporation as the principal employer becomes liable for the acts of omission and commissions by the Contractors.

IT IS THEREFORE THE INTENT OF THIS INDEMNITY BOND UNDERTAKING BY THE CONTRACTORS to indemnify and keep indemnified the Corporation as stated hereinafter.

1. The Contractor hereby undertake to furnish a certificate with regard to the number of labourers employed by them in the Corporation in other ordination throughout the country to the Location in-charge of the Corporation where the work is being executed by the Contractors.
2. The Contractors hereby confirm and state that they undertake to furnish the license under Contract Labour (Regulation and Abolition) Act 1979 as amended from time to time, if applicable, from the competent authority to the Corporation's representative.
3. The Contractors hereby undertake to keep proper record of attendance of his labourers and provide a copy of pay sheets to the officer nominated by the Corporation for Supervision of payment of wages made to the labourers by the contractors.
4. The Contractors state that they are fully aware of the provisions of the Provident Fund Act, particularly with regard to the enrolment of labourers as a member of Provident Fund. The Contractors further confirm that they are aware of the provisions and that they are obliged to recover Provident Fund contribution from the eligible labourers engaged by them and after adding their own contribution, remit the same to RPFC. The contractors state and confirm that are fully aware of their obligation remit the said amounts on account of Provident Fund to the RPFC within the prescribed period and that they have obtained a separate code number from the Regional Provident Fund Commissioner which is bearing Sanction No. dated \_\_\_\_ from \_ RPFC.
5. The Contractors will afford all opportunities to the Corporation whenever required to verify that the Provident Fund is actually deducted by the Contractors from the wages of the labourers and the same together with the Contractors' contribution has been duly remitted by the Contractors to the concerned P.F. Commissioners. The Contractors also undertake to provide photocopy of the receipt issued by the concerned P.F. Commissioner for having received the P.F. contribution from the Contractors.
6. In the event the location in-charge of the Corporation is not satisfied about the payment of wages made and the recovery of P.F. etc. from the labourers employed by the Contractors, the Contractors hereby agree and authorize the contractor's complete all their obligations.



IndianOil

Limited Tender No:.....

**NAME OF WORK - Contract for Security and Allied Services at  
through DGR Sponsored Agencies**

7. Notwithstanding the provisions contained in clause 6 above, the Contractor hereby undertake and authorize the Corporation to recover dues payable by the Contractors to the labourers employed by them as also amounts on account of P.F. contributions (including the Contractors' contribution) as also all losses, damages, costs, charges, expenses, penalties from their bills and other dues including the security amounts.
8. The Contractors hereby agree, confirm and declare that they have fully complied and will comply with the provisions of various labour laws, particularly those referred to herein above and that no violation of the provisions of various amenities and facilities to the workers under different laws has been done by them and in the events of any past or future violation of the various labour laws, the contractors shall indemnify and keep the Corporation duly indemnified against all losses, damages, costs, expenses, penalties, suits or proceeding which the Corporation may incur, suffer or be put to.
9. The contractors hereby agree that the aforesaid indemnity undertaking are in addition to and not in substitution of the terms and conditions contained in the tender document and the work order and also the Agreement executed by the Contractors with the Corporation.
10. The Contractors hereby confirm, agree and record that these terms of undertaking and indemnity shall be irrevocable and unconditional and shall be binding on their heirs, executors, administrators and legal representatives and shall ensure for the Corporation's benefit and for the benefit of its successors and assigns.

Yours faithfully,

Date:

Contractor's Name and Signatures

Witness (1) \_\_\_\_\_


(Full address) \_\_\_\_\_

\_\_\_\_\_

Witness (2) \_\_\_\_\_

(Full address) \_\_\_\_\_

\_\_\_\_\_

 IndianOil	Limited Tender No:.....
	NAME OF WORK - Contract for Security and Allied Services at through DGR Sponsored Agencies

**Annexure-5**

(Self-Adhesive non-judicial stamp of appropriate value to be affixed)

**DECLARATION BY THE BIDDER FOR SECURITY CONTRACT**

Subject: Contract/Work Order No. \_\_\_\_\_ dated \_\_\_\_\_

**1. We shall**

- a.** Deploy trained and competent employees who are physically fit and are not suffering from any chronic or contagious diseases.
- b.** Be responsible for and arrange and bear costs of such equipment, cleaning materials, uniforms and other paraphernalia necessary to render effectively the service required by the Corporation.
- c.** Be responsible and liable for payment of salaries, wages and other legal dues of our employees for the purpose of rendering the services required by the Corporation under the above contract and shall maintain proper books of account, records and documents. We shall however as the employer, have the exclusive right to terminate the services of any of our employees and to substitute any person instead.
- d.** Comply in all respects with the provisions of all statutes, rules and regulations applicable to us and/ or to our employees and in particular we shall obtain the requisite licence under the Contract Labour (Regulation and abolition) Act 1970 and the rules made thereunder.
- e.** Ensure that our employees while on the premises of the Corporation or while carrying out their obligations under the contract, observe the standards of cleanliness, decorum, safety and general discipline laid down by the Corporation or its authorized agents and the Corporation shall be the sole judge as to whether or not we and/or our employees have observed the same.
- f.** Personally and exclusively employ sufficient supervisory personnel exclusively to supervise the work of our employees so as to ensure that the services rendered under this contract are carried out to the satisfaction of the Corporation.
- g.** Ensure that our employees will not enter or remain on the Corporation's premises unless absolutely necessary for fulfilling our obligations under the contract.
- h.** Not do or suffer to be done in or around the premises of the Corporation anything whatsoever which in the opinion of the Corporation may be or become a nuisance



IndianOil


Limited Tender No:.....

**NAME OF WORK - Contract for Security and Allied Services at  
through DGR Sponsored Agencies**

or annoyance or danger or which may adversely affect the property, reputation or interest of the Corporation.

- i. Not do so suffer to be done in or about the premises of the Corporation any thing whereby any policy of insurance taken out by the Corporation against loss or damage by fire or otherwise may become void or voidable.
- j. Be liable for and make good any damage caused to the Corporation's properties or premises or any part thereof or to any fixtures or fittings thereof or therein by any act, omission, default or negligence on our part or on the part of our employees or our agents.
- k. Indemnify and keep indemnified the Corporation, its officers and employees from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against the Corporation by or on behalf of any person, body, authority and whatsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which the Corporation may now or hereinafter be liable to pay, incur or sustain by virtue of or as a result of the performance or non-performance or observance or non-observance by us of the terms and conditions of the contract. Without prejudice to the Corporation's other rights, the Corporation will be entitled to deduct from any compensation or other dues to us, the amount payable by the Corporation as a consequence of any such claims, demands, costs, responsible for death, injury or accidents to our employees which may arise out of or in the course of their duties on or about the Corporation's property is made liable to pay any damages or compensation in respect of such employees, we hereby agree to pay to Corporation such damages or compensation upon demand. The Corporation shall also not be responsible or liable for any theft, loss, damages or destruction of any property that belongs to us or our employees lying in the Corporation's premises from any cause whatsoever.


2. It is hereby declared that we are, for the purpose of this contract independent contractors and all persons employed or engaged by us in connection with our obligations under the contract shall be our employees and not of the Corporation.
3. On the expiration of the contract or any earlier termination thereof, we shall forthwith remove our employees who are on the Corporation's premises or any part thereof failing which, our employees, agents, servants etc. shall be deemed to be trespassers and on their failure to leave the Corporation's premises, the Corporation shall be entitled to remove all persons concerned (if necessary by use of force) from the Corporation's premises and also to prevent them (if necessary by use of force) from entering upon the Corporation's premises.

 IndianOil	Limited Tender No:.....
	NAME OF WORK - Contract for Security and Allied Services at through DGR Sponsored Agencies

4. We hereby undertake and declare that, in the event the workmen/employees/ person engaged by us ("the Contractors' employees") to carry out the purpose hereof, attempt to claim employment with the Corporation or attempt to be declared as employees of the Corporation or attempt to become so placed, then in all such cases, we shall assist the Corporation in defending all such attempts of the Contractor's employees AND we shall bear and pay solely and absolutely all costs, charges and expenses including legal charges incurred or which may be incurred in defending all such attempt and in any appeal or appeals filed by the Corporation therein or relating thereto AND we hereby indemnify forever the Corporation against all such costs, charges and expenses including legal charges and against all and any loss, expenses or damages, whether recurring or not, financial or otherwise, caused to or incurred by the Corporation, as a result of such attempt by the Contractors' employees.
5. It is hereby agreed that the Corporation shall be entitled to set off any debt or sum payable by us either directly or as a result of vicarious liability to the Corporation against any money payable or due from the Corporation to us against any money lying or remaining with the Corporation and belonging to us or any our partners or directors.

Contractor's Signature or Authorized Attorney

To be witnessed by Notary

 IndianOil	Limited Tender No:.....
	NAME OF WORK - Contract for Security and Allied Services at through DGR Sponsored Agencies

Annexure-6

**DECLARATION/UNDERTAKING**

(for obtaining Gate Pass for seeking entry into the location)

(The declaration below is for indicative purpose. The same is to be suitably amended as per the location's requirement / corporation's guidelines)

Tender No. : \_\_\_\_\_ Date: \_\_\_\_\_

Name of Employer: \_\_\_\_\_

I, \_\_\_\_\_ S/o \_\_\_\_\_ of M/s. \_\_\_\_\_, the undersigned employee of the above named employer and his establishment do hereby undertake that if the Gate pass applied for me accompanying application of the above named employer is issued to me, I shall:

- 1 Duly and faithfully observe all safety and other regulations applicable to the Unit to which the Gate pass relates to:
- 2 Not otherwise do any act of omission that can cause for or any other hazard or damage to any property or injury to any person within the said premises.
- 3 Not indulge in any act or activity except such activities as may be necessary and in the ordinary course of my duties assigned to me by my above named employer.
- 4 Not make any claim against Indian Oil Corporation Ltd. for any loss, damage or injury to me while in the premises.
- 5 Not make any claim against Indian Oil Corporation Ltd. for employment, compensation, absorption or otherwise.
- 6 I shall not claim any right for issuance of Gate pass/Identity card if it is found during the course of antecedents and/ or any criminal case is pending against me or I have been convicted for any criminal offence by any court of law either before taking up employment or after getting employment with my present above named employer.
- 7 Not use the Gate Pass for any other purpose other than for entry into the designated premises for bonafide performance of such duties as may be assigned to me by my above named employer.
- 8 I have read the above and above have been read out to me in the language I understand and I sign it a correct.


This undertaking is made on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

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

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

Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

 IndianOil	Limited Tender No:.....
	NAME OF WORK - Contract for Security and Allied Services at through DGR Sponsored Agencies

### INTEGRITY AGREEMENT

(APPLICABLE FOR TENDER VALUE > Rs. 10 CRORE and CAPEX RATE CONTRACT ONLY)

M/s -----,.

Dear Sir,

Sub : Tender no. .... for ..... . Declaration by


Indian Oil Corporation Limited.

Indian Oil Corporation Limited (IOCL) hereby declares that IOCL has signed an MOU dated 18<sup>th</sup> January 2008 with Transparency International India for the adoption of the Integrity Pact Program and stands committed to following the principles of transparency, equity and competitiveness in public procurement. The said MOU can be accessed at the IOCL website i.e. [http:// www.iocl.com/ Aboutus/ DraftMOU. pdf](http://www.iocl.com/Aboutus/DraftMOU.pdf).

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of tender documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

Yours faithfully,  
For and on behalf of Indian Oil Corporation Limited,

Dy. General Manager

 IndianOil	Limited Tender No:.....
	<b>NAME OF WORK - Contract for Security and Allied Services at</b> <b>through DGR Sponsored Agencies</b>

Covering Letter required to be signed and submitted by the tenderer in letter head **(For tenders having estimated value more than Rs. 10 Crore)**

Ref :  
Dated:

To,  
IndianOil Corporation Limited

Sub: Submission of Offer for Tender no. \_\_\_\_\_ for  
Dear Sir

The Bidder acknowledges that Indian Oil Corporation Limited (IOCL) has signed the MOU with Transparency International India for the adoption of the Integrity Pact Program and stands committed to following the principles thereof as enumerated in the Integrity Agreement enclosed with the tender document.

The Bidder agrees that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which the tenderer will stand disqualified from the tendering process.

The Bidder acknowledges that the Bid would be kept open in its original form without variation or modification for a period of \_\_\_\_\_ days (state the number of days from the last date for the receipt of tenders stated in the NIT) AND THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.


Bidder confirms acceptance and compliance with the Integrity Agreement in letter and spirit and further agrees that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when bid is finally accepted by IOCL.

The Bidder acknowledges and accepts the duration of the Integrity Agreement, which shall be in line with Article 8 of the enclosed Integrity Agreement.

Bidder acknowledges that in the event of Bidder's failure to sign and accept the Integrity Agreement, while submitting the Bid, IOCL shall have unqualified, absolute and unfettered right to disqualify the tenderer and reject the Bid in accordance with the terms and conditions of the tender.

Yours faithfully,



 IndianOil	Limited Tender No:.....
	NAME OF WORK - Contract for Security and Allied Services at through DGR Sponsored Agencies

### INTEGRITY AGREEMENT

**(APPLICABLE FOR TENDER VALUE > Rs. 10 CRORE ONLY)**

To be executed on plain paper and submitted along with Technical Bid/Tender documents for tenders having a value of Rs. 10 crore or more. To be signed by the bidder and same signatory competent/authorized to sign the relevant contract on behalf of IOCL.

( \_\_\_\_\_ Division)

Tender no. : \_\_\_\_\_

### INTEGRITY AGREEMENT

This Integrity Agreement is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2016  
BETWEEN

Indian Oil Corporation Limited, a company duly incorporated and validly existing under the provisions of Companies Act, 1956 and having its registered office at Indian Oil Bhavan, 9, Ali Yavar Jung Marg, Bandra (East), Mumbai 400051 (hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

And


..... (name and address of the Individual/firm/Company/consortium members through \_\_\_\_\_ (mention details of duly authorized signatory) hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns.

Preamble

WHEREAS the Principal/Owner has floated a tender (Tender No. : \_\_\_\_\_) (hereinafter referred to as "Tender") and intends to award, under laid down organizational procedures, contract/s purchase order/work order for .....(name of contract/order) or items covered under the tender hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS, in order to achieve these goals, the Principal/Owner has appointed Independent External Monitors (IEM), to monitor the Tender process and the execution of the Contract for compliance with the principles as laid down in this Agreement.

 IndianOil	Limited Tender No:.....
	NAME OF WORK - Contract for Security and Allied Services at through DGR Sponsored Agencies

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and Contract between the parties.


NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesseth as under:

**Article-1: Commitment of the Principal/Owner**

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of the Principal/ Owner, personally or through any of his/her family members, will, in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) /Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**Article-2: Commitments of the Bidder(s)/ Contractor(s)**


- 1) The Bidder(s)/Contractor(s) commits himself 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:
  - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner’s employees involved in the Tender process or execution of the Contract or to any third person any material or other 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.

 IndianOil	Limited Tender No:.....
	<b>NAME OF WORK - Contract for Security and Allied Services at</b> <b>through DGR Sponsored Agencies</b>

- b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) 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 cartelize in the bidding process.
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or document provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(S)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(S)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he would not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/ parallel tender for the same item. Copy of CVC guidelines dated 21/4/2004 is annexed hereto as Annexure A.
  - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) 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(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Article-3: Disqualification from Tender Process and exclusion from future contracts**

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner is entitled to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate the Contract, if already executed or exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the Principal/Owner.
2. The Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right to resort to and impose such exclusion.
3. Apart from the above, the Principal/Owner may take action for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.

 IndianOil	Limited Tender No:.....
	NAME OF WORK - Contract for Security and Allied Services at through DGR Sponsored Agencies

#### Article-4: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(/Contractor(s):


- 1) Forfeiture of Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to Article 3, the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the Earnest Money Deposit/ Bid-Security amount of the Bidder/Contractor.
- 2) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of PC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to the Chief Vigilance Officer.

#### (a) Article-5: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country confirming to the anti-corruption 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 action can be taken for banning of business dealings/ holiday listing of the Bidder/ Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted \recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion as per laid down organizational procedures, revoke the exclusion prematurely.

#### Section 1.02 Article-6: Equal Treatment of all Bidders/Contractors/Subcontractors


- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors,/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

 IndianOil	Limited Tender No:.....
	NAME OF WORK - Contract for Security and Allied Services at through DGR Sponsored Agencies

- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Section 1.03 Article-7: Independent External Monitor (IEM)

- 1) The Principal/Owner has appointed competent and credible Independent External Monitor(s) (IEM) 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 Pact.
- 2) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, Indian Oil Corporation Limited.
- 3) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access, without restriction, to all Project documentation of the Principal/Owner including that provided by the Contractor. The Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractor's project documentation. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- 4) In case of tenders having estimated value of Rs 150 Crores or more, the Principal/Owner will provide to the IEM sufficient information about all the meetings among the parties related to the Project and shall keep the IEM apprised of all the developments in the Tender Process.
- 5) As soon as the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal/Owner and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6) The IEM will submit a written report to the Chairman, Indian Oil Corporation Limited within 6 to 8 weeks from the date of reference or intimation to him by the Principal/Owner and, should the occasion arise, submit proposals for correcting problematic situations.
- 7) If the IEM has reported to the Chairman, Indian Oil Corporation Limited a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman, IOCL has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit the information directly to the Central Vigilance Commissioner.
- 8) The word "IEM" would include both singular and plural.

 IndianOil	Limited Tender No:.....
	NAME OF WORK - Contract for Security and Allied Services at through DGR Sponsored Agencies

#### Section 1.04 Article-8: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the Contract or till the continuation of defect liability period, whichever is more and for all other Bidders, till the Contract has been awarded.

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

#### Section 1.05 Article-9: Other Provisions


- 1) This Pact is subject to Indian law, place of performance and jurisdiction is the Head Office/Head quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Owner/Principal in accordance with this Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

#### Section 1.06 Article-10: Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Pact.

IN WITNESS WHEREOF the parties have signed and executed this Pact at the place and date first above mentioned in the presence of following witnesses:

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 IndianOil	Limited Tender No:.....
	<b>NAME OF WORK - Contract for Security and Allied Services at</b> <b>through DGR Sponsored Agencies</b>

(For and on behalf of Principal/Owner)

\_\_\_\_\_

(For and on behalf of Bidder/Contractor)

WITNESSES:

1. \_\_\_\_\_ (signature, name and address)

2. \_\_\_\_\_ (signature, name and address)

Note: In case of Purchase Orders wherein formal agreements are not signed references to witnesses may be deleted from the last part of the Agreement.