

No 14/03/2017-OIDB

Dated: 07.04.2017

**Engagement of Security Agency at Oil Industry Development Board office complex
,OIDB Bhawan, Sector-73, Noida**

1 OI DB invites bids for the **Engagement of Security Agency** at its facilities at Sector - 73, Noida.

- | | | |
|--|---|--|
| a) Period of issue of tender document | : | 08.04.2017 to 01.05.2017 |
| b) Last date and time of submission of bid | : | 01.05.2017, 02.00PM |
| c) Date and time of opening of bid | : | 01.05.2017 , 03.00PM |
| d) Earnest Money Deposit (EMD) | : | Rs. 1,50,000/- |
| e) Place of submission & opening of bid | : | OI DB, 3 rd flr, C-Wing,
Sector-73, Noida (U.P.) |
| f) Pre-bid meeting period | : | 27.04.2017 |
| g) Contact person | : | Ganesh C Doval, DCF&AO |

2 **Bid Qualification Criteria :**

- i. The bidder /agency should have handled similar job of Providing Security Services of value equivalent or more than the estimated value at OI DB.
- ii. Agency should have an office in Delhi/NCR
- iii. Agency should have a License to operate as private security under " The Private Security Agency (Regulation) Act 2005" (PSARA-2005) valid for operation in Noida (UP). Copy of PSARA for state of Uttar Pradesh will be submitted or acknowledgment of application be submitted. Agency, however, will have to acquire the license before award of work.
- iv. Agency will provide, before deployment of guards, discharge books along with police verification in respect of all Ex Service Men (ESM) to be deployed.

Contd.

प्रधान कार्यालय :-

ओ.आई.डी.बी. भवन, 'सी' ब्लॉक, तीसरी मंजिल,
प्लॉट नं. 2, सेक्टर - 73, नोएडा-201301, उ.प्र.
फोन : 91-120-2594602, 603, 604 फैक्स : 91-120-2594630
वेबसाईट : www.oildb.gov.in

पंजीकृत कार्यालय :-

301, वर्ल्ड ट्रेड सेन्टर, तीसरी मंजिल, बाबर रोड, नई दिल्ली-110 001
फोन : 91-11-23413540

Main Office :-

OI DB Bhawan, 'C' Block, 3rd Floor
Plot No. 2, Sector-73, Noida-201301, Uttar Pradesh
Phone : 91-120-2594602, 603, 604 Fax : 91-120-2594630
Website : www.oildb.gov.in

Registered Office:-

301, World Trade Centre, 3rd Floor, Babar Road, New Delhi-110 001
Phone : 91-11-23413540

Agency will submit

- v. Service Tax Registration Certificate
- vi. ESIC registration certificate
- vii. EPF registration certificate
- viii. Labour license or else it will be obtained before start of job.
- ix. Agency will be registered with DGR and should possess valid empanelment certificate by DGR.
- x. Agency to submit DGR sponsorship (not mandatory).
- xi. Tax Return Financial year 2015-16 and Financial year 2014-15
- xii. EMD of Rs 1,50,000 by way of DD/pay order drawn in favour of 'Oil Industry Development Board' , payable at 'New Delhi'.
- xiii. Confirmation/undertaking to deploy 100% Ex Service Men at OIDB each one of age less than 62 years.
- xiv. Profile of the Agency and the owners.

3 **Bid enclosures**

Bid submission will be strictly in the following format

Envelope One

It should contain, **EMD of Rs.1,50,000** by way of DD/pay order, drawn in favour of 'Oil Industry Development Board', payable at 'New Delhi'.

Envelope Two.

It should contain document ,**Agreeing to terms and conditions of NIT.**
(Signed and stamped copy of tender).

Envelope Three.

It should contain, **filled wage sheet** as per Annexure –IV and placed in sealed envelope.

Envelope Four

All three envelope, mentioned as above, will be placed in fourth envelope, super-scribing name of tender, No. of tender on left top corner of envelope. Bottom left corner of envelope should have agency's name and address, phone no, email address. This envelope should be sealed/stamped.

4 **Others**

- A OIDB reserves the right to annul the process of tendering without assigning any reason at any time of the process. OIDB will not be under any obligation for compensation on this account.



- B Contract will initially be for a **period of two years** with a provision for extension for another **one year** at the sole discretion of OI DB and on satisfactory performance by the agency.
- C Agency must acquaint itself of the site and the conditions prevalent and the systems operating there.
- D OI DB will provide **biometric attendance** facility/machine. All the personnel to be deployed at OI DB site by the agency will mark their in/out attendance through bio-metric attendance facility at OI DB Bhawan.
- E Bid should remain **valid for 90 days** from the date of opening of bids.
- F Bid without EMD shall not be considered.



(GaneshC Doval)

Dy Chief Finance & Accounts Officer
Phone No. 0120-2594607

Enclosuresto NIT

- Annexure-I Scope of work
- Annexure-II Conditions of Contract
- Annexure-III Check Format
- Annexure-IV Wage Sheet proforma
- Annexure –V Contract agreement format

SCOPE OF WORK

1. Job will entail round the clock guarding of office complex of OIDB Bhawan, at Sector-73, Noida.
2. Office complex is spread over a plot of 16000 Sq Mtr and constructed area of 24000 Sq Mtr approx. Besides this there are two basements meant for parking and housing the Utilities required for the upkeep of building. Building consists of 4 towers annexed to each other. Three Towers are of G+3 construction while the fourth tower is of G+9 construction.
3. Building is surrounded with at all boundary wall and has two gates. Gates are meant for entrance to the office complex and basement parking.
4. Guards are to man the gates, basements and the floors on round the clock basis and all the days of week (24x7). Approx. requirement of guards will be **thirty** and **Three** nos. of supervisors for all days of week (24x7). Exact no of persons and their deployment at each location will be decided by OIDB. OIDB at its discretion can ask agency for deploying guards/supervisors more or less than the number mentioned above.
5. Job involves monitoring, control with documentation for movement of men , material and vehicles along with surveillance. Agency will ensure surprise inspection of night/day patrolling through its supervisory staff at regular intervals. Building has another security set-up operating in a earmarked portion of OIDB Building occupied by Directorate General of Hydrocarbon(DGH). Agency will operate in close association with the set-up without creating conflicts.
6. Apart from other functions, Supervisor will manage the roster of guards and will also act as a surveillance officer. Any happening or doubtful activity in the complex will be reported by the supervisor to the officer-in-charge of OIDB promptly. Similarly, any action requiring an urgent attention will be brought to the notice of officer-in-charge of OIDB.
7. Persons to be deployed should have a basic knowledge of **security and fire fighting** and shall perform their duty without any influence.
8. Building usually has the requirement of taking Material out/in including equipment/machinery/part/furniture etc. The material etc. will be allowed to be taken out only with the accompanying gate pass. Similarly when material is brought in the same will be entered in the record book/register.



9. Entry of visitors shall be allowed after proper verification and gate pass will be issued to the visitor.
10. Entry of vehicle inside the building or basement will be checked. Only bonafide vehicles/sticker carrying vehicle will be allowed inside the complex.
11. Vigil will be kept in the parking areas for any unlawful activity and the same will be reported to officer-in-charge promptly.
12. Agency and the staff deployed will switch on and off the lights, fans, fixtures, gadgets etc as may be assigned to it from time to time.
13. Agency and its staff will keep the keys , locks etc in its safe custody for the rooms, floors, common facilities etc.
14. Agency will submit complete Bio-data, Photograph, Police verification and original discharge certificate of the persons to be deployed at OIDB site
15. Supervisors to be deployed shall not be less than the rank of Subedar Major or equivalent.
16. Security Guards/supervisors to be deployed shall not smoke, drink or chew Pan, Tobacco items during duty hours.
17. Physical fitness of guards shall be a top most requirement. Any guard/supervisor lacking physical fitness will not be deployed on duty.
18. Agency would be required to submit fitness certificate for the staff deployed.
19. Agency will provide minimum two sets of uniform both for winter and summer. They will be provided with lathi, torches, rain coats, gum boots etc. Supervisor will ensure that the staff member's dress is clean and tidy.
20. Agency will ensure that no security personnel leaves his duty in unauthorized way or without a replacement or without the knowledge of supervisor.
21. Security agency staff will ensure that stray animals do not enter the premises.
22. Any malfunctioning of any utilities harming the property of OIDB will be brought to to the notice of officer-in-charge immediately. Action required at security staff end will be taken prior to reporting.
23. Guards/supervisors to be deployed will be professionally active and polite to the visitors or the staff of OIDB and other institutions staff occupying the building.

24. Guards/supervisors having doubtful character will not be deployed for the duties. Any Guard/supervisor found/caught to be conducting unlawful activities will be removed and suitable action would be taken under the law of land. Agency shall be bound to prohibit and prevent its employees from any direct or indirect association with person(s) engaged in any anti-social activities, demonstration , riots or agitation.
25. Agency will change the security personnel on OIDB's demand ,if any of its staff is found to commit unethical act like sleeping ,intoxicated, negligent in performing duty, disobedience, theft, dishonesty ,indulging in illegal activities.
26. Timely deployment of staff is the responsibility of agency.
27. Agency and its staff will ensure an orderly parking of vehicle, entry of bonafide vehicle into the premises.
28. All the guards/supervisors will be provided with Photo ID cards of agency and it would be incumbent on individual to wear it while on duty.
29. In the event of misconduct and report against any of the guard/supervisor, such person shall be removed immediately and it would be ensured that such person do not enter the premises of OIDB Bhawan.
30. Agency will maintain a separate account for EPF and ESIC for the staff deployed at OIDB.
31. Agency will deploy personnel who are courteous, trained, well mannered and disciplined.
32. In the event of leave / absenteeism of one or more person , substitute substitute will be provided. List/bio-data of such person(substitute) will be shared with OIDB and they too will be registered for bio-metric before their deployment.
33. Agency will make payment to the persons deployed by it by 7th of the following month.
Salary/dues will be transferred to the account of guards/supervisors engaged for the services.
34. Time to time coaching and lessons regarding security of complex will be conducted to keep the persons updated.
35. **Supervisor/guards are expected to fight the fire in the complex.** Guards should have had an adequate training of fighting the fire so that same is performed by the



guards in the eventuality of fire in the building. Regular drill in this respect will be carried out.

36. Supervisor and guards to be deputed for the services will in no case be of age greater than 62 years. They will essentially be Ex Servicemen. Other than ex servicemen will not be deployed for the security services.

Security Services at OIDB Bhawan, Sector-73, Noida

Conditions of the contract

1. Bid Qualification Criteria :

- i. The bidder /agency should have handled similar Job of Providing Security Services of value equivalent or more than the estimated value at OIDB.
- ii. Agency should have an office in Delhi/NCR
- iii. Agency should have a License to operate as private security under “ The Private Security Agency (Regulation) Act 2005” (PSARA-2005) valid for operation in Noida (UP). Copy of PSARA for state of Uttar Pradesh will be submitted or acknowledgment of application be submitted. Agency, however, will have to acquire the license before award of work.
- iv. Agency will provide, before deployment of guards, discharge books along with police verification in respect of all Ex Service Men (ESM) to be deployed.
Agency will submit
 - v. Service Tax Registration Certificate
 - vi. ESIC registration certificate
 - vii. EPF registration certificate
 - viii. Labour license or else it will be obtained before start of job.
 - ix. Agency will be registered with DGR and should possess valid empanelment certificate by DGR.
 - x. Agency to submit DGR sponsorship (not mandatory).
- xi. Income Tax Return Financial year 2015-16 and Financial year 2014-15
- xii. EMD of Rs 1,50,000
- xiii. Confirmation/undertaking to deploy 100% Ex Service Men at OIDB each one of age less than 62 years.
- xiv. Profile of the Agency and the owners.

2. Period Of contract

The contract shall initially be valid for period of two years and may be extended up to a period of one year subject to satisfactory performance, on the same term and condition at the sole discretion of OIDB.

3. Submission of Tenders:

Late/delayed tenders will not be accepted/considered.

4. Change in Rates:

Price variation to the extent of change in wages notified /promulgated by DGR, MoD , from time to time shall be allowed during the tenure of contract. The rates

shall include all other statutory incidentals. Service tax or any additional/substituted tax will be paid to the extent of its applicability. Any statutory changes in Service tax will be reimbursed by OIDB.

5. Payment Terms

- i. Agency will submit bill in duplicate. Payment of agency's running bill shall be released within 30 days of its submission.
- ii. Agency will make payment of wages to all its employees in accordance with the provisions of applicable laws and these will be paid to the individual's bank account directly, by 7th of following month. In case of non-payment of wages or any other dues to any of its employee, OIDB reserves the right to recover the amount equal to such dues of the employee(s) from Agency's bill and pay to its employee(s). Agency will take all necessary steps to deposit statutory contribution in respect of its employees, with the concerned authorities and to ensure strict compliance of labour laws.
- iii. Agency has to submit a certificate along with the monthly bill that it has complied with all statutory provisions of law applicable to the contract.
- iv. OIDB shall not entertain any claim from Agency if the payment gets delayed due to sorting out of the discrepancies, if any, in the bill.
- v. Agency will have the option to receive payment through Electronics Funds Transfer (EFT)/RTGS Process. For this option Agency may submit its bank details i.e. Agency's name, name of the bank, Account No (All digits in case of CBS Branches). Place of Branch, Branch code etc., to enable OIDB to release payment accordingly. All bank charges will be to agency's account.

6. Security-cum-Performance Deposit

The security-cum-Performance deposit equivalent to 10% of one month value of the contract or Rs.1,50,000/- whichever is higher shall have to be deposited by the agency who is awarded work. However it's EMD of Rs.1,50,000/- can be adjusted towards Security-cum-performance-deposit. No interest will be paid on the EMD or Security Deposit. The Security Deposit shall be refunded by OIDB after two months of successful completion of the contract period.

7. Site Visit

Agency must acquaint itself of the site and the conditions prevalent. No compensation will be entertained on this account later to the submission and acceptance of bids.

8. Validity of bid

- i. Bid should remain valid for 90 days from the date of opening of bids.
- ii. Bids received after the due date and time will not be considered. Unopened bids will be returned to the bidders
- iii. Price part of the bids shall be indicated in figures and words. When it is not possible to ascertain the correct rate and amount in the manner prescribed,

the quoted rate in words shall be adopted and amount thus shall be worked out.

9. Safety of persons

Agency shall ensure the safety of the persons deployed by it and agency itself will be responsible for the same. Signing of Agreement will entail indemnifying OI DB or Agency will separately indemnify OI DB for any mishap ,injury ,accident to the persons deployed by the bidder for the job at OI DB.

10. Scope Of work

The scope of work to be covered under the contract shall be as per enclosed Annexure-I.

11. Fine

A fine upto Rs. 10,000/- can be imposed on agency for every incidence of non observance of this condition, or for committing any breach or any default at sole discretion of OI DB. This shall be in addition to OI DB's to right to terminate the contract.

12. Arbitration

- a. Except where otherwise provided in the contract, all matters, questions, disputes or differences , whatsoever, which may at any time arise between the parties hereto, touching the construction/services, meaning, operation or effect of the contract or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of work or whether before or after termination shall after written notice by either party to the contract be referred to the arbitration of Secretary (OI DB) or his/her nominee.
- b. The arbitration & Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made there under shall govern the Arbitration proceedings.
- c. The agency agrees that it shall have no objection if the arbitrator so appointed, is an employee of OI DB or has any interest in OI DB or it had to deal with matter to which he contract relates or that in the course of its duties, it has expressed its views on all or any of the matter in dispute or differences.
- d. If the arbitrator, to whom matter is referred, vacates his/ her office by any reason whatsoever then the next arbitrator so appointed by authority referred above may start the proceeding from where his predecessor left or at any such stage he may deem fit.

13. Jurisdiction

Notwithstanding the place where the services under this contract is to be executed, it will be mutually understood and agreed by and between the parties hereto that the contract shall be deemed to have entered into between the parties concerned in Delhi and the courts of Law in Delhi alone shall have the jurisdiction over all matter concerning this contract.

14. Agreement

Agency will be required to enter into an agreement with OI DB on non-judicial stamp paper of Rs-100/-cost of which is to be borne by Agency. Till such time formal agreement is entered into between agency and OI DB, the communication from OI DB conveying acceptance of its Tender, shall be treated as the Agreement for the purpose of operation of contract.

15. Compliance to PF/ESI Rules

- i. This will be the responsibility of the Agency to comply with the statutory requirements related with the persons engaged by the agency for the job. Agency shall adhere to all laws, rules and regulations that may be in force from time to time concerning the employment or service conditions of its employees.
- ii. Agency will submit license and registration details, PF A/C no., PAN no, Service tax registration no. with the supporting documents.

16. Amendment to NIT

Amendment to the NIT, if required, before submission of bids, will be issued and displayed on website of OI DB and Gol e-portal only. Agencies should remain in touch and should keep viewing the website before bidding.

17. Income Tax Deduction

Income tax deduction shall be made from all payments as per provision of Income Tax Act, 1961 as applicable from time to time. Agency will indicate its PAN and Services Tax Registration no. on its monthly bills.

18. Termination of contract

Contract can be terminated at any time for any breach of terms of contract or any of the following-

- o Non payment of agreed wages.
- o Non payment/deposit of ESI or EPF contribution of persons deployed.
- o Deficient services by way of late coming, absent from place of work, dereliction of duties, in respect of agency's employee.

- Nonperformance /refusal to do the assigned tasks/jobs.
- Unsatisfactory services rendered by agency or any other ground detrimental to the interest of OI DB

OI DB will be the sole judge to decide the breach with regards to services.

On termination of contract ,agency will forthwith withdraw its staff and shall hadover the peaceful possession of OI DB's premises including fittings fixtures etc.

19. The Executive Officer of this work shall be Shri Ganesh C Doval, Manager (Estate) whom, on placement of WO, you will contact for further instruction.
20. Agency should not be on holiday list/de-listed/black listed by OI DB or any of Govt. of India deptt. /PSU.
21. All the pages of tender document will be signed & stamped and returned as having accepted the provisions, conditions, scope of work etc.
22. Pre-bid meeting has been assigned date and time mentioned elsewhere, for seeking any clarification, deviation, anomaly, contradiction to the NIT.
23. Existing agency is not eligible to participate owing to its non-performance and complaints.
24. Bonus is mandatory as per payment of Bonus act 1965 (as amended). The minimum bonus will be paid on minimum wages of Rs 3500. Upper limit of bonus is 20%. Bonus is applicable for wages between Rs 3500 and Rs10,000
25. **Working hours:**

Security guard will be allowed a day of rest after a continuous period of six days of work every week. None of the person will be allowed to work more than 8 hours a day. In exceptional circumstances a security guard/supervisor can be allowed to work for additional 8 hours per week. Any violation of this condition will be treated as breach of contract and agency will be liable for any penalty and /or action.

26. **Evaluation criteria**

Since the wages per person are the same the total cost implication would also come out to be same. To work out the lowest tenderer, Service charge component will be added. The service charge component will be quoted by the bidder but it will in no case be less than 0.5%. It may be quoted, at the option of agency, at percentage higher than 0.5%.

If after considering the service charge the two or more bidders are at par, experience in terms of sites handled in last 3 years will be seen (2014-15, 2015-16 and 2016-17). Person who has handled more sites, more no of guards,(Govt. /PSUs only) will be given weight in deciding the lowest bidder. In the event of



having a tie, the decision of OIDA in working out the lowest bidder will be final and non-challengeable.

- 27 Bids should be accompanied with a covering letter on the letterhead of company and duly signed and stamped.
- 28 **Payment of Taxes and Duties**
- i. Agency will be responsible for the statutory payments/deposits as applicable at its own cost.
 - ii. All payments will be released electronically either through ECS or RTGS. Contractor will give his necessary bank details in this respect.
- 29 Agencies requiring any clarification on Bid document should approach / seek the same in writing well before the closing date of bid or at least 5 working days prior to the date of bid submission.
- 30 OIDA at its sole discretion may issue amendment(s) to the bid which would be displayed on its website and e-portal of Govt. Agency should remain in touch with OIDA portal all the time till the opening of bids. No separate notification would be issued to the same other than the specified as above.
- 31 OIDA reserves the right to extend the date of submission of bids at its sole discretion.
- 32 Agency would obtain any license required for the deployment of its persons at OIDA site.
- 33 Agency will be given a time of 2 weeks on award of work for its mobilization/ deployment of staff at site.



Annexure -III

OIL INDUSTRY DEVELOPMENT BOARD

SECTOR-73, NOIDA

CHECK FORMAT for bidding(to be filled in by bidder/agency)

1	Name of Work	Security services at OI DB Sector-73,Noida
2	Bid No.	14/ 03/ 2017-OI DB
3	Office address of bidder/agency	
4	Tel no	
5	Cell phone no	
6	License no / registration for deployment of persons from central labour commissioner	
7	EPF registration no	
8	ESIC registration no	
9	PAN no	
10	Service tax registration no	
11	DGR empanelment no.	
12a	Income tax return for year 2015-16	
12b	Do 2014-15	
13a	Experience 2016-17 (period/organization) and no of persons deployed	
13b	Do 2015-16 (period/organization) and no of persons deployed	
13c	Do 2014-15 (period/organization) and no of persons deployed	
14	Present assignments	
15	Manpower details (no of persons on roll)	
16	EMD details	
17	Confirm that you are not on holiday/negative list of Gol /OI DB/any PSUs	Confirmed/not confirmed
18	Confirm ,you agree to terms and conditions of NIT in full	

Note: All Documents relating to the above information will be submitted.

Signature of Bidder

Address/Tel.No/Seal/Date

Wage Sheet (To be quoted and filled up)

Sr	Description	Percentage	Security guard without arm	Supervisor	Remarks
(a)	Basic Wages plus DAVDA				
(b)	Employees State Insurance(ESI)	4.75% of (a)			
(c)	Employees provident Fund(EPF)	12% of (a)			
(d)	Employees deposit linked Insurance (EDLI)	0.5% of (a)			
(e)	Admin. charges	0.86% of (a)			
(f)	House Rent Allowance (HRA)	30% of (a)			
(g)	ESI on HRA	4.75% of (f)			
(h)	Bonus (on Rs 3500)	8.33%			
(i)	Outfit allowance	5% of (a)			
(j)	Washing allowance	3% of (a)			
(k)	Total	(a) to (j)			
(l)	Relieving charges (1/6 th) of (k)				
(m)	Total cost per head	(k) + (l)			
(n)	Service charge { minimum 0.5% of (a) or higher }	To be quoted			
(o)	Sum total	(m) + (n)			
(p)	Service tax (as applicable)	15% of (o)			

Note

- Wages shall be as notified by Ministry of labour and employment vide GOI Chief Labour Commissioner order no 1/43(7)/2016-LS-II dated 30.09.2016 or as amended.
- Service margin to be quoted against column (n) shall be 0.5 % or higher.
- **Evaluation criteria**
 - Since the wages per person are the same the total cost implication would also come out to be same. To work out the lowest tenderer Service charge component will be added. The service charge component will be quoted by the bidder but it will in no case be less than 0.5%. It can be quoted at percentage higher than 0.5%.



- If after considering the service charge the two or more bidders are at par, experience in terms of sites handled in last 3 years will be seen (2014-15, 2015-16 and 2016-17). Person who has handled more sites (Govt. /PSUs only) will be given weight in deciding the lowest bidder. In the event of having a tie, the decision of OI D B in working out the lowest bidder will be final and non-challengeable.
- Evaluation will be made for deployment of 30 guards and 3 supervisors

Signature and stamp of the authorized person of agency



CONTRACT AGREEMENT FORM

CONTRACT AGREEMENT NO.....

DATED-----

THIS AGREEMENT is made on between Secretary, Oil Industry Development Board (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at OIDB Bhawan, Sector 73, NOIDA of the One Part,

AND

M/S.....having its registered office at (Hereinafter referred to as "the Agency") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing housekeeping services to Client.

NOW THIS AGREEMENT WITNESSTH as follows:

- I. WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender datedfor "availing security services at its office under Tender No.//
- II. AND WHEREAS the agency submitted his bid vide..... in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client.
- III AND WHEREAS the Client has selected M/s.....as the successful bidder ("the Agency") pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Award (LoA) No., to the Agency on for a total sum of [Rupees Only].
- IV. AND WHEREAS the Client desires that the security services (as defined in the Bidding Document) be provided, performed, executed and completed by the Agency, and wishes to appoint the Agency for carrying out such services.
- V. AND WHEREAS the Agency acknowledges that the Client shall enter into contracts with other Agency / parties for the security services of its premises in

cases the Agency falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

VI. AND WHEREAS the terms and conditions of this Contract have been fully negotiated between

the Client and the Agency as parties of competent capacity and equal standing.

VII. AND WHEREAS the Agency has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing security services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII. AND WHEREAS the Agency shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill

VIII. AND WHEREAS the Client and the Agency agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this
 - a. Agreement. This Agreement shall prevail over all other Contract documents.
 - a) The Letter of Award (LOA) issued by the client.
 - b) Notice to Proceed (NTP) issued by the Client
 - c) The complete Bid, as submitted by the Agency.
 - d) The Addenda, if any, issued by the Client.
 - e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
 - f) Charges – Schedule annexed to this Article of Agreement
 - g) Supplementary Agreements executed from time to time.
- 3 Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.



4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

VII. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of
Oil Industry Development Board

(Authorized Signatory)

(Authorized Signatory)