

**Oil Industry Development Board,**  
OIDB Bhawan, 'C' Block,  
3rd Floor, Sector-73, NOIDA-201301.(UP)

**TENDER NO. 6/8/2015-OIDB dated 28.10.2016**

**Sub: Supply of manpower on outsourcing basis.**

Sealed quotations are invited for deployment of manpower on outsourcing basis at OIDB Bhawan, Sector-73, Noida. The details of tender document can be downloaded from OIDB's website [www.oidb.gov.in](http://www.oidb.gov.in) and [eprocure.gov.in](http://eprocure.gov.in). Last date and time for submission of quotation is 21.11.2016 upto 2 P.M.

(Rajesh Saini)  
Dy.Chief Finance & Accounts Officer

**OIL INDUSTRY DEVELOPMENT BOARD**  
**OIDB BHAWAN, PLOT NO. 2, SECTOR-73,**  
**NOIDA-201301**

**TENDER NO. 6/8/2015-OIDB Dated 28.10.2016**

**CONTRACT FOR MANPOWER SERVICES ON OUTSOURCING BASIS AT  
OIDB OFFICE,OIDB BHAWAN, PLOT NO.2, SECTOR-73, NOIDA- 201 301**

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# **OIL INDUSTRY DEVELOPMENT BOARD**

**OIDB BHAWAN, PLOT NO. 2, SECTOR-73,  
NOIDA-201301**

**TENDER NO. 6/8/2015-OIDB Dated 28 .10.2016**

**TENDER DOUCMENT: CONTRACT FOR MANPOWER SERVICES ON  
OUTSOURCING BASIS AT OIDB OFFICE, OIDB BHAWAN,  
PLOT NO.2, SECTOR-73,  
NOIDA- 201 301**

Name of the Tenderer: .....

Address of Tenderer:.....

.....

.....

The tender document is issued vide receipt no. .... dated .....

For & On Behalf of  
OIL INDUSTRY DEVELOPMENT BOARD

(Rajesh Saini)  
Dy. Chief Finance & Accounts Officer

TENDER NO. 6/8/2015-OIDB dated 28.10.2016

## TENDER FOR SUPPLY OF MANPOWER ON OUTSOURCING BASIS

Sealed quotations are invited from licensed Manpower supplier firm for supply of Data Entry Operators, Multi Tasking Staff and Driver (LMV) on contract basis for a period of one year from the date of contract which will be extended for another one year on satisfactory performance of contractor to be determined by OIDB. Quotations for providing the manpower to OIDB may be submitted to the Dy. Chief Finance & Accounts Officer, Oil Industry Development Board, OIDB Bhawan, 3<sup>rd</sup> Floor, Plot No.2, Sector-73, Noida-201301 (UP). 'Technical' & 'Financial' bids should be submitted separately in the respective envelopes superscribed properly, viz. "Technical bid for Supply of Manpower Services" and "Financial bid for Supply of Manpower Services" and both of them may be sealed under a single envelope superscribed with "**Tender for Supply of Manpower Services**".

The quotation is to be dropped in the Tender Box placed at OIDB Office/ or to reach this office on or before **21.11.2016 by 2.00 PM** which will be opened on the same day at **3.00 PM** and the financial bids of only the technically qualified bidders will be opened on **01.12.2016 at 2.00 PM** in the presence of the bidders or their authorised representative(s) who wish to remain present.

**(Rajesh Saini)**  
Dy. Chief Finance & Accounts Officer

# **TENDER NOTICE**

(No.6/8/2015-OIDB dated 28 .10.2016)

1. Name of the work & location : Contract for supply of manpower on outsourcing basis at OIDB Bhawan, Plot No.2,Sector-73,NOIDA-201301.
2. Cost of Tender Document: Rs.1000/- (Rupees One thousand only) (non-refunable) by means of Pay Order/DD in favour of "**Oil Industry Development Board**" payable at **New Delhi**, specifying work and & tender notice No. 6/8/2015-OIDB on the reverse of DD/Pay Order. The bidders downloading the Bid Document from website should ensure to submit cost of Tender Document (Rs.1000/-) in form of Pay Order /Demand Draft in favour of OIDB alongwith Techno-Commercial Bid.
3. Estimated value of Tender: Rs.20,00,000/- per year .  
(approx. excluding Service Tax)
4. Earnest Money Deposit: Rs.40000/-(Rs.Forty thousand only)
5. Security Deposit: Rs.1,00,000/- (Rs.One lakh only).
6. Experience: Should have minimum experience of at least 3 years to supply manpower to the Government /semi Govt./PSUs /Institutions / Autonomous Bodies with minimum average annual turnover for the last 3 financial years of Rs.50 lakhs from manpower services. Should have PAN, Service Tax, ESI, EPF & Labour Licence in the name of the tenderer.
7. Time for issuing the Tender Document: All working day (Monday to Friday – 9.00 AM to 5.30 PM)
8. Last Date of Receipt of Tender: 21.11.2016 by 2.00 PM
9. Opening of Technical Bid 21.11.2016 at 3 P.M.
10. Opening of Financial Bid: 01.12.2016 at 2 P.M.
9. Period of Contract: Initially for a period of one year extendable for another one year subject to satisfactory services.

## DEFINITIONS

The following expression hereunder and elsewhere in the contract documents used shall unless repugnant to the subject or context thereof, have the following meanings hereunder respectively assigned to them, namely:

1. The "OIDB" shall mean M/s. OIL INDUSTRY DEVELOPMENT BOARD (**OIDB**) having their registered office at 301, World Trade Centre, 3<sup>rd</sup> Floor, Babar Road, New Delhi and main office at OIDB Bhawan, Plot No.2, Sector-73, Noida-201301 and shall include its successors and assigns.
2. The "**CONTRACTOR**" shall mean the tenderer selected by the OIDB for performance of the work and shall include the successors and permitted assigns of the Contractor.
3. The "**CONTRACT**" shall mean the totality of the agreement between the parties, as derived from the Contract Documents.
4. **Scope of Work:** Deployment of Data Entry Operators, Multi tasking staff and Driver at OIDB Office, Noida as per following requirement:-

Sl.No	Name of the Post	No.of employees required (Tentative)	Qualification & Experience
1.	Data Entry Operator	2	Graduate with typing speed of 40 w.p.m.in English– good command over English and communication skill with three years experience. Preference will be given to those who know bilingual typing (English/Hindi)
2.	Multi Tasking Staff	7	10 <sup>th</sup> Pass or 8 <sup>th</sup> Pass with three years experience
3.	Driver (LMV)	1	10 <sup>th</sup> Pass with 5 years experience

## **TERMS & CONDITIONS:**

1. Tender shall be submitted in official tender form only. If submitted in any other form the same shall be summarily rejected. No tenderer shall submit more than one tender form.
2. Incomplete tenders, tenders without Earnest Money Deposit and tenders received late will be out rightly rejected
3. The tenderer should study all tender documents carefully and understand the contract conditions, before quoting. If there are any doubts, they should get clarifications in writing but this shall not be the justification for submission of late tender or extension of opening date.
4. **Technical Bid:** Technical Bid for supply of manpower services should be submitted in the prescribed format (**Annexure II**) in a sealed envelope superscribed "Technical bid for supply of Manpower Services.
5. **FINANCIAL BID:** The tenderer should quote his rates for wages including all statutory dues which **should not be less than the Minimum wages prescribed for providing such services in Delhi/New Delhi.** The quotes without any service charges would be rejected. (Annexure-III)
6. **SIGNED DOCUMENTS:** Every page of the tender documents shall be signed by the Tenderer at the end of the last entry thereon. Complete set of documents including annexures should be signed and returned by the bidders along with quotations.
7. **VALIDITY OF RATES QUOTED:** The quoted rates shall be valid for acceptance for a period of 6 months from the date of opening of tenders. No upward revision or rates will be accepted after opening of the tenders. No tenderer can withdraw, modify, alter or otherwise change his quotation at any time.
8. **BREACH OF CONTRACT:**
  - 8.1 If after the quotation is accepted and letter of acceptance is issued, the successful tenderer backs out or fails and neglects to follow the formalities submitted in the Letter of Acceptance or fails or neglects or refuses to accept the Letter of Acceptance or to take up the work, he shall be deemed to have committed breach of contract. Therefore, the EMD of the contractor shall stand forfeited. Once the quotation is accepted and the Letter of Acceptance issued to the successful tenderer, the rates shall be valid for the period of contract.
  - 8.2 If the contractor repeatedly violates the terms and conditions of the contract , OI DB having served him proper notices, the contract shall be liable to be terminated and security so deposited shall be forfeited.
9. **AGREEMENT:** On acceptance of the quotation, the successful tenderer shall execute an agreement with OI DB covering all aspects forming part of the tender documents. A copy of the said Agreement (**Annexure V**) with its Annexures VI & VII are enclosed and tenderers shall be deemed to have perused understood and accepted the terms and conditions contained therein.
10. **DISPUTES & DIFFERENCES:** Any dispute or difference arising out of or in connection with this tender shall be referred to Secretary, OI DB or his nominee for Arbitration and the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification of or re-enactment thereof and the rules made there under and for the time being in force shall apply to the same. The Courts in the city of

New Delhi/Delhi shall have jurisdiction to entertain, any application or other proceedings in respect of anything arising under this Agreement and any award or awards made by the sole arbitrator hereunder shall be filed in the concerned courts in the city of New Delhi/Delhi only.

## SPECIAL CONDITIONS OF CONTRACT

### 1.0 GENERAL:

1.1 Special Conditions of Contract shall be read in conjunction with other documents forming part of this contract wherever the context so requires.

1.2 Where any portion of the conditions of contract is repugnant to or at variance with any provisions of the Special Conditions of Contract then the provisions of the Special Conditions of Contract shall be deemed to override to the extent of such repugnancy or variations, prevail.

1.3 The "Experience Questionnaire" (**Annexure iv**) has to be filled in by the Tenderer. Failure to fill in the questionnaire completely or submitting incorrect information therein may make the tender liable for rejection.

1.4 The tenderer should have registered or operating office in Delhi/NCR before the date of Bid publication.

2. **Scope of Work:** Deployment of Data Entry Operators, Multi-tasking Staff and Drivers at OADB Office, Noida.

### 3. **OPENING OF TENDER:**

The financial bids of technically qualified tenderers shall be opened at **2.00 PM on 01.12.2016** by the tender committee. The name of the parties and EMD received will be announced at the time of opening of Technical Bid. No other information shall be disclosed at that time.

### 4. **EARNEST MONEY & SECURITY DEPOSIT**

4.1 Tender should be submitted with earnest money of Rs.40,000/- (refundable) through DD in favour of '**Oil Industry Development Board**', without which the tender will not be accepted. Bidders who are registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or the concerned Ministry or Department are exempt from deposit of Earnest Money provided self attested exemption certificate from the concerned authorities is attached with Bid.

4.2 The Earnest Money Deposit of the unsuccessful tenderer(s) shall be refunded without interest only after the award of the work is finalised.

4.3 The Earnest Money deposited by the successful tenderer shall be adjusted towards Security Deposit of Rs.100000/-. The Security Deposit will not attract any interest whatsoever and will be released within three months of the expiry of contract period.

4.4 The Security deposit shall be held by OADB as security for the due performance of the Contractor's obligation under the Contract.

4.5 OADB reserves the right to deduct any amount that become payable by the contractor in respect of manpower being deployed by him for executing the job awarded, under any act or rules framed thereunder and in force from time to time. The same shall be recovered from bills payable to the Contractor as debt recoverable.

**5. AWARD OF WORK:**

5.1 The tenderer (s) are required to furnish the tender for the entire works (All the) items consisting of work under the scope of work. The L1 party shall be decided with respect to the total costs of the Tenderers as per OADB's requirement. In case of tie, the selection will be made on the basis of the experience of the tenderer(s).

5.2 OADB reserves the right to cancel the tender at its sole discretion without assigning any reason.

5.3 Notwithstanding the above, OADB reserves the right to accept or reject any tender or annul the tenders

6. **VALIDITY OF CONTRACT:** The contract will be valid for one year in the first instance which may be extended by another one year on satisfactory performance of contractor to be determined by OADB. However, the OADB reserves the right to terminate this contract at any time before the expiry of the period of the contract by giving the contractor's one month's notice in writing without assigning any reason whatsoever

7. **PAYMENT TO CONTRACTUAL MANPOWER:** The contractor shall pay the monthly wages to the deployed personnel latest by 7<sup>th</sup> of every month by cheque or ECS only.

7.1 The contractor shall ensure that wages are paid by himself to their workers directly without the intervention of any "Jamadars" or "Thakedars" and that no amount by way of commission or otherwise is deducted or recovered by the Jamadars from the wages of the workers.

8. **PENALTY:** If the salary is not released to all deployed personnel on or before 7<sup>th</sup> of every month an amount of Rs.200/- per person per day shall be charged as penalty.

**9 PAYMENT TO THE CONTRACTOR:**

9.1 The contractor will submit bill in duplicate accompanied with the documentary proof for EPF, ESI, Service Tax etc. pertaining to the immediate previous month's bill paid by the OADB on monthly basis to the Manager (P&A), OADB. The bill shall be settled within 15 days provided the bills meet all the requirements specified by the management.

9.2 The payment(s) to be made to the contractor are subject to deduction of tax(s), cess, etc. leviable by any Government as per rules imposed from time to time.

9.3 Service Tax, if applicable shall be payable by the OADB to the contractor as per Guidelines issued by State/Central Government from time to time.

9.4 Schedule of Rates: The remuneration determined as due to contractor by application of Schedule of Rates shall constitute the entirety of remuneration and entitlement of the Contractor in respect of work under the contract and no further or other payment whatsoever shall be or become due or payable to the contractor under the contract. However, the rates indicated in Schedule of

Rates shall be subject to revision as per the notifications issued by the Government from time to time during the currency of the contract period.

10. **SERVICE TIMINGS:** The contractor shall be required to provide the services in the office premises on all working days excluding National Holidays. The working hours will be 9.00 A.M to 6.00 P.M.

## 11.0 LABOUR LAWS AND REGULATIONS

11.1 Without prejudice to the generality of Conditions of Contract the Contractor shall adequately cover all its eligible employees under' the provisions contained in Employees Provident Fund Act, 1952 and subsequent amendment thereof, if any, the Contractor shall furnish a certificate and statement embodying therein all the relevant details in evidence of having complied with the provision of the said Act. It would be obligatory on the part of the Contractor to take have necessary PF Establishment Code No. and regularly deposit the provident fund contribution (amount deducted from the employee's, wage and employer's contribution) for and all eligible employees to the statutory authority. Contractor shall submit the separate monthly list of PF/ESI statement deposit in respect of contractual employees deployed in **OIDB**.

11.2 Contractor will have to ensure compliance with various provisions of ESI Act, 1948 and keep **OIDB** indemnified from and against all actions, claims, demands, liabilities whatsoever under and in respect of the breach of any provision of clauses of the said act.

11.3 In addition to the provision of Conditions of Contract, the Contractor shall also indemnify and keep indemnified the **OIDB** from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of provisions of any act, rules or regulations as may be applicable from time to time.

11.4 The Contractor shall at all times indemnify and keep indemnified the **OIDB** from and against all their party claims whatsoever (including but not limited to property loss and damage, personal accident, injury or death of / or property or person of any subcontractor and or the servants or agents of the contractor and or **OIDB**) and the Contractor shall at his own cost and initiative at all times during the period of the contract comply with the Payment of Wages Act, the Payment of Bonus Act 1965, Employees Provident Fund Act and or their Industrial Legislation from time to time in force in India.

11.5 **OIDB** reserves the right to deduct any amount that becomes payable by the contractor in respect of the labour being employed by him for executing the job awarded, under any act or rules framed their under and in force from time to time. The same shall be recovered from bills payable to the contractor as debt recoverable.

11.6 The **OIDB** shall be entitled at all times to carry out any check(s) or inspection of Contractors records and accounts to ensure that the provisions of the PF Act, Labour Laws and Regulations are being observed by the Contractor and that the workmen are not denied the rights and benefits to which they are entitled under such provision. Any violation shall, without prejudice to any other rights or remedies available to the owner, constitute a ground for termination of the contract.

## **12. CONTRACTOR'S OBLIGATIONS:**

12.1. Contract employees working with **OIDB** shall maintain confidentiality data/information during and after expiry of contract period.

12.2 The agency/company shall be responsible for the orderly and discipline behaviour of his employee towards all company employees. The contractor shall be bound to withdraw any contract employee responsible for misconduct and if found not performing up to the expectation of the company officers.

12.3 The agency/company shall insure that any dispute between him and contract employee(s) is settled outside the company premises and he shall in no way utilize the premises property etc. for this purpose.

12.4 The agency/company may substitute any contract employee engaged by him with another contract employee of same competency/experience who can perform the job assigned with equal efficiency with prior approval of **OIDB**.

12.5 The contractor shall not, without prior consent in writing by the **OIDB**, assign or subject the contract or any part thereof to any other party provided that it shall not relieve the contractor from any obligations, duty or responsibility under the contract.

## **13.0 ENGAGEMENT OF MANPOWER:**

13.1 The contractor shall exclusively be liable and responsible for his employees, whether they are engaged directly or otherwise, and their wages, P.F., ESI, Leave and all other payments as may be applicable and full compliance in their respect with all statutory laws, rules and regulations as applicable to them.

13.2 Proper records shall be maintained by the contractor with respect to the above Acts and such other Acts as may be applicable to Contractor's working and his workmen which would be subject to check, from time to time, by the Officer-in-Charge. The contractor shall also give a copy of the appointment letter issued by him to his employees, Police verification report, issue Identity Cards, salary slips to the outsourced employees.

13.3 The optimum requirement in the office may vary from time to time in **OIDB**, for which the contractor must, at all times, provide the required manpower. For any increases in manpower, the contractor shall be entitled to additional remuneration.

13.4 The contractor shall maintain a register showing names and address of the persons engaged along with photographs of each person and shall produce the same for inspection on demand by Officer-in-Charge or such other persons so authorized by the **OIDB**.

13.5 The contractor shall issue identity cards bearing photographs of his employees for gate entry and shall exhibit prominently during working hours. The contract staff shall also be liable for search on entry/ exist.

13.6 The employees of the contractor shall be subject to medical examination once in a year at Contractor's cost. The employees should be: free from all communicable, contagious infections

and other diseases. In the event of any employee of the contractor being/found medically unfit, the contractor shall arrange to replace him.

13.7 There will be no Master & Servant relationship between the employees of the contractor and OIBD and further that the said person of the contractor shall not claim any absorption in OIBD. Indemnity Bond from all the outsourced employees to be furnished to OIBD that they shall not claim any absorption in OIBD.

#### **14.0 TERMINATION**

**The OIBD shall be entitled to** terminate the contract by written notice at any time during its period, on or after occurrence of any one or more of the following events/contingencies.

- (i) Default or failure, by the Contractor, of any of the obligation of the Contractor under the Contract.
- (ii) If the Contractor is incapable of carrying out the work/job.
- (iii) If the Contractor misconducts himself in any manner.
- (iv) Death in case of individual or insolvency of the Contractor.
- (v) If at any stage during the period of the contract any case involving moral turpitude is instituted in a court of law against the contractor or his employees.

The decision of the Officer-in-Charge as to whether any of the above events /contingencies entitling the owner to terminate the contract, has occurred or not, shall be final and binding upon the Contractor.

#### **15.0 ADDENDA**

15.1 Addenda to the tender documents may be issued prior to the date of opening of the tender to clarify documents or to reflect modifications in the design or contract term.

15.2 Such addendum(s) issued shall be distributed in duplicate to each person or organizations to whom a set of Tender Documents has been issued. Each recipients will retain one signed copy of such addendum(s) for submission along with his tender and return one signed copy to the authority inviting tenders as acknowledgement of receipt of the addendum. All such addendum(s) issued shall form part of Tender Documents.

**I/We agree to the above terms and conditions in full and quote our rates as mentioned in FINANCIAL BID.**

We signify our acceptance to all the above terms and conditions fully.

Signature of the authorized representative

Under Office seal/rubber stamp

(No.6/8/2015-OIDB dated 28.10.2016)

To

The Dy. Chief Finance & Accounts Officer,  
OIDB Bhawan, 'C' Block,  
3<sup>rd</sup> Floor, Plot No.2  
Sector-73  
Noida-201301

Sir,

We, the undersigned, offer to provide the skilled/semi-skilled and unskilled manpower for one year initially in accordance with your Tender no 6/8/2015-OIDB. We are hereby submitting our proposal which includes this Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in these proposals are true and accept that any misinterpretation contained in it may lead to our disqualification. The prices quoted by us in the Financial Proposal (Annexure-III) are valid till six months from the date of submission of the quotation. We confirm that this proposal will remain binding upon us and may be accepted by you at any time before the expiry date.

Prices have been arrived independently without consultation, communication, agreement of understanding [for the purpose of restricting competition] with any competitor.

We agree to bear all costs incurred by us in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.

We understand OIDB is not bound to accept the lowest or any proposal or to give any reason for award, for the rejection of any proposal.

Yours faithfully,

[Signature/Name of Authorized Signatory  
/Stamp of firm with date]

[Seal of Firm with Registration Number]

## OIL INDUSTRY DEVELOPMENT BOARD

(Tender No.6/8/2015-OIDB dated 28.10.2016)

### TECHNICAL BID FOR SUPPLY OF MAN POWER

Sl. No.	Particulars [whether submitted/agreed]	Mention 'Yes' or 'No'
1	Name of the Agency	
2.	Whether have Registered or Operating Office in Delhi/NCR before the date of publication.	
3.	Earnest Money Deposit of Rs.40000/- (DD in favour of OIDB) or Exemption Certificate attached	
4.	Letter of transmittal. (Annexure I)	
5.	Experience Certificate of at least 3 years in Government/PSU/Government Autonomous Bodies for manpower services (Annexure-IV)	
6.	Copy of turn over for the last 3 financial years of the Contractor with minimum average annual turnover for the last 3 Financial Years of Rs.50 lakhs from manpower services. (Certified copy of Profit & Loss Account, Balance Sheet and certificate of C.A. to the effect that the turnover is from manpower services only to be attached).	
7.	Agreed to deposit Rs. 100000/- as security money with OIDB if contract is awarded.	
8.	Whether the firm is blacklisted by any Govt. Department or any criminal case is registered against the bidder.	
9.	Attested copy of PAN and Service Tax Registration	
10.	Attested copy of ESI/EPF and other statutory registrations certificates	
11.	Registration Certificate under contract labour (R&A) Act 1970 .	
12.	Technical & Financial bids are submitted separately in sealed envelopes, superscribed properly, in prescribed format. Composite bids would not be considered.	
14.	To accept all the T&C of the tender document.	

All above enclosures must be valid.

Date:

(Name & Signature of the  
tenderer with seal)

Place:

**[Financial/ Price Bid]**  
**(Tender No.6/8/2015-OIDB dated 28.10.2016)**

Date:

To

The Dy. Chief Finance & Accounts Officer,  
 OIDB Bhawan, 'C' Block, 3<sup>rd</sup> Floor, Plot No.2, Sector-73  
 Noida-201301

**Subject: Submission of quotation for supply of manpower.**

Sir,

We hereby submit the quotation for the following various categories of manpower required by OIDB, Noida.

Sl. No.	Type of Manpower	No. of employees Required (Tentative)	Wages (not less than the Minimum Wages prescribed from time to time by the Government for providing such services in Delhi/New Delhi. (per employee)	Employee's contribution to EPF	Employee's contribution to ESIC	Employer's contribution to EPF	Employer's contribution to ESIC	Other statutory duties (pl. specify)	Total (per employee)	Total wages (Per month)
Col.1	Col.2	Col.3	Col.4	Col.5	Col.6	Col.7	Col.8	Col.9	Col.10=4+5+6+7+8+9	Col.11=(10x3)
1.	Data Entry Operator	2	Rs.							Rs.
2.	Multi Tasking Staff	7	Rs.							Rs.
3.	Driver (LMV)	1	Rs.							Rs.
4.	Total Wages:									Rs.
5.	Total Contractor's Service charges ( _____% of total wages )									Rs.
6.	<b>Grand Total (4 + 5)</b>									Rs.

- Note: 1. Service Tax and Education Cess, as applicable, will be paid extra.  
 2. Service provider will be responsible for compliance of all statutory obligations viz. EPF, ESI etc.  
 3. Monthly payment to contractor including service charges will be made for the actual number of employees deployed.

EXPERIENCE QUESTIONNAIRE

(Tender No.No.6/8/2015-OIDB dated 28.10.2016)

(To be furnished with Tender)

Name of the work	Services provided to (with address & Tel No.)	Value of Work	Period of contract

**Note:** Please attach the copy of work orders.

Signature of Tenderer

Name of the Tenderer

(TO BE EXECUTED ON A NON-JUDICIAL PAPER OF RS, 100)

OIL INDUSTRY DEVELOPMENT BOARD "OIDB BHAWAN", PLOT NO. 2, SECTOR-73, NOIDA- 201 301.

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_. Two thousand \_\_\_\_\_ between OIL INDUSTRY DEVELOPMENT BOARD. "OIDB Bhawan, Plot No.2, Sector-73, NOIDA-201 301 (hereinafter called 'the OIDB') on the one part and..... \_\_\_\_\_ on the other carrying on business in the firm name and style of \_\_\_\_\_ (here in after called the Contractor on the other part.

WHEREAS the contractor/s is/are desirous of operating \_\_\_\_\_ for carrying employees of the OIDB and WHEREAS the OIDB has agreed to appoint the contractor/s as contractor/s upon the terms and conditions hereinafter recorded. Now THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND Between the parties hereto as follows:

- 1.0 The Contractor shall provide after consulting OIDB, the skilled, unskilled Manpower to the OIDB.
- 2.0 This agreement to provide the skilled / unskilled Manpower to the OIDB shall be for a period of one year from the date of placement of work order and can be extended on annual basis for another one year at the discretion of OIDB at prevailing terms and conditions.
- 3.0 The Contractor hereby covenants with the OIDB as follows:
  - i. Security Deposit: Total security deposit shall be Rs.1,00,000. The EMD of Rs. 40000/-- deposited along with tender document shall be converted into security deposit and the balance amount of Rs. 60000/- to be deposited by the contractor. The security deposit shall be held by OIDB as security for the due performance of the Contractor's obligation under the contract. The security deposit will not attract any interest whatsoever and will be released within three months after the expiry of contract period.
  - ii. The contractor shall not assign or transfer the contract of providing the skilled / unskilled Manpower to the OIDB to any one nor shall he appoint a Sub-contractor for the said purpose, nor shall he part with the contract in favour of anyone whomsoever. A responsible person should be nominated by the contractor as nodal officer who should visit the office every fort-night to attend to complaints and other matters.
  - iii. To improve the efficiency of service, the Contractor shall implement faithfully all suggestions made by officer-in-charge or any other Officer/s under his authority.
  - iv. The Contractor/s shall be fully responsible for and shall pay any compensation to their employees payable under the Workmen's Compensation Act, 1923 and 1933 and the amendments thereto for the injuries caused to the Workmen. The contractor/s shall be responsible for and pay the expenses for providing medical treatment to any employees who may suffer any Body injury as a result of any accident.

- v. The contractor's shall be liable for all payments to his/their staff employed for the performance or carrying out the said work and in respect of all claims and liabilities of the contractor's business and the OIDB shall in no event be liable or responsible for any payment and the contractor's shall keep the OIDB indemnified against the same from all proceedings in respect thereof The contractor shall be responsible for payment of the expenses for providing medical treatment to the employee who may suffer any bodily injury during the course of business as a result of any accident in the office premises. The employees shall be deemed to be the employees of the Contractor for the purpose of the Shops & establishments Act, Payment of Wages Act, Minimum Wages Act, contract Labour (Regulation & Abolition) Act 1970 and all other Labour Laws, rules and regulations thereunder.
- vi. The contractor's shall extend the benefits of Provident Fund Act 1952 to the staff employed by him/then, if so required by law as envisaged by the provisions of the Employees' Provident Fund Act.
- vii. The contractor's shall duly introduce the contributory scheme for the employees under him/them, if so required by law, as envisaged by the provisions of the Employees State Insurance Act, 1948. The contractor has to comply with the provision of PF Act, ESI Act and contract Labour (Regulation & Abolition) Act 1970 and complete the pre-requisite & formalities before commencing the work.
- viii. This contract to provide skilled / unskilled Man Power to OIDB may be terminated at the option of the OIDB by giving one months' notice to the Contractor without assigning any reasons thereof. In case the contractor wishes to leave, he will have to give three months notice in writing to OIDB.
- ix. The contractor shall duly carry out, observe and perform each and every terms and conditions thereof. It is hereby expressly AGREED AND DECLARED that if the Contractor shall commit breach or fail or neglect to perform or observe any of the terms and conditions herein contained, it shall be lawful for the **OIDB at any time thereafter to terminate this contract by giving the Contractor one month's notice in writing without assigning any reason.**
- x. The contractor's agrees/agree to abide by all the statutory requirements as per Law of Payment of Wages Act and other Labour Regulations in force in the area.
- xi. The contractor's shall not be entitled to assign, sabotage, sublet or part within their right title and interest under their contract for any reason whatsoever. The contractor shall not cause or allow any change in the constitution of its firm without obtaining the prior written consent of the OIDB.
- xii. This agreement shall remain in force for a period of one year and shall be extended at the option of the OIDB, for one more year on the same terms and conditions as those contained in this Agreement . However, the OIDB reserves the right to terminate this contract at any time before the expiry of the period of the contract by giving the contractor's one month's notice in writing without assigning any reason whatsoever.
- xiii. Notwithstanding anything herein-above contained in the event of the contractors being adjudicated insolvent or being a Company, resolved or ordered to be wound up, then in such event the agreement shall automatically stand terminated and in the event of breach default

or violation of any of the terms hereof, of which the OIDB shall be the sole judge, the OIDB shall be at liberty to terminate this agreement forthwith and without prejudice to all other rights, remedies and claims of the OIDB under this agreement or otherwise in law against the contractor's and the contractor/s shall not be entitled to any claim for loss, compensation or damage arising out of any such early termination.

- xiv. That the contractor's Security Deposit will bear no interest for the due performance of the contract and observance thereof. It shall be lawful for the OIDB to adjust from pending bills and also to appropriate the entire deposit or any part thereof against losses, damages, costs, charges or expenses arising out of the contractor's failure or neglect observe any of the terms and conditions of the contract. This is without prejudice to the other remedies available to the OIDB.

#### 4.0 ARBITRATION :

Any disputes, and/or difference of any nature whatsoever or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the sole arbitration of the SECRETARY, OIDB, or of some Officer of the OIDB who may be nominated by the SECRETARY, OIDB. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the SECRETARY, OIDB as aforesaid at the time of such transfer or vacation of office or inability to act, may designate another Officer of the OIDB to act as arbitrator in accordance with the terms of the Agreement. Such person shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this agreement that no person other than the SECRETARY, OIDB or a person nominated by SECRETARY, OIDB as aforesaid shall act as arbitrator hereunder. The award of the arbitrator, so appointed, shall be final, conclusive and binding on all parties to the Agreement, subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification of or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

The parties hereby agree that the courts, in the city of New Delhi/Delhi shall have jurisdiction to entertain, any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the sole arbitrator hereunder shall be filed in the concerned courts in the city of New Delhi/Delhi only.

Signed and delivered on behalf of  
OIDB in the Presence of.....

#### WITNESS:

Signed and delivered by the within  
named in the presence of

(To be executed if Applicable on obtaining work order)

INDEMNITY BOND/ UNDERTAKING

For P.F. Registration Performa 'A'

(on Rs. 50/- Stamp Paper)

(To be typed in double spacing)

From :

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

(Contractor)

To

M/s. OIL INDUSTRY DEVELOPMENT BOARD OIDB

Bhawan, Plot No.2, Sector-73,

NOIDA-201 301.

SUB (1) Work Order No..... Dated .....

(2) Agreement No..... Dated .....

THIS INDEMNITY BOND/UNDERTAKING executed at .....

This..... day of ..... 201 by M/s..... hereinafter 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 administrator/its successors and assigns in law) in favour of OIL INDUSTRY DEVELOPMENT BOARD a body corporate created under the Act of Parliament....., 1 of 1956 and having its Registered Office at 301, 3<sup>rd</sup> Floor, World Trade Centre, Babar Road, New Delhi – 110 001 hereinafter called "The OIDB" (which expression shall include its successors and assigns in Law).

Whereas the OIDB, desirous of having executed certain Work Order dated..... issued by the OIDB on the contractors, has caused drawings, specifications and bills 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 OIDB to execute and perform the said work specified in the said Work-Order upon certain terms and conditions provided in the Agreement executed between the Contractors and the OIDB and also contained in the General Conditions of contract attached thereto.

AND WHEREAS the contractors 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 (Regulations and Abolition) Act, 1970. Work-men's Compensation Act, 1923; Employees State Insurance Act as also the Provident Fund Act providing for Provident Fund Scheme for labourer engaged by the Contractor but in the event of violation of the provisions of various amenities and facilities to the workers under the different labour laws, not only the contractors but also the OIDB as the principal employer becomes liable for the acts of omission and commission by the Contractors.

IT IS THEREFORE IN THE EVENT OF THIS INDEMNITY BOND/UNDERTAKING BY THE CONTRACTORS to Indemnify and keep indemnified the OIBD as stated hereinafter.

1. The contractor hereby undertake to furnish a Certificate with regard to the number of labourers employed by them in other Organisation throughout the country, to the OIBD where the work is undertaken by the Contractors.
2. The Contractors hereby confirm and state that they are duly registered under the contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time and that they undertake to furnish a certified copy of the requisite Licence obtained by the Contractors from the competent authority to the OIBD's representative.
3. The Contractors hereby undertake to keep proper record of attendance of his labourers and will give opportunity to the officers of the OIBD to supervise the same and confer upon the OIBD's representative the right to counter-sign the said register, if so required by the OIBD. The Contractors shall provide a copy of the day sheets to the OIBD nominated by the OIBD for supervision of the payment of wages made to the labourer by the Contractors and also confer the right on the OIBD's representative to supervise the payment of wages to the labourers on the spot whenever required by the OIBD.
4. The Contractors state that they are fully aware of the provisions of the Provident Fund Act, particularly with regard to the enrolment of the labourers as members 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 they are fully aware of their obligation to 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 S1. No..... dated.....from RPFC.
5. The Contractors will afford all opportunities to the Officers of the OIBD 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. Commissioner. 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 of Officer-in-charge of the OIBD 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 authorise the OIBD to withhold the payment of their bills till the Contractors complete all their obligations.
7. Notwithstanding the provisions in clause-4 above, the Contractors hereby undertake and authorise the OIBD to recover dues payable by the Contractors to the labourers employed by them as also amounts on account of P.F. Contribution (including the Contractors contribution) as also all losses, damages, costs, charges, expenses, penalties from their bills and other dues including the security amount.
8. The Contractors hereby undertake that in the event of any claim on account of P.F liabilities arising in future, they shall keep the OIBD duly indemnified against all losses, damages, expenses, penalties, suits or proceedings which the OIBD may incur, suffer or be put to on that account.

9. 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 works under different laws has been done by them and in the event of any past or future violation Of the various acts done by them and in the event of any past or future violation of the various labour laws, the contractor shall indemnify and keep the OIBD duly indemnified against all losses, damages, costs charges, expenses, penalties suits or proceedings which the OIBD may incur, suffer or be put to.

10. The Contractors hereby agree that the aforesaid indemnity/ undertaking are in addition to and not in substitution of the terms and condition contained in the tender documents and the Work-Order and also the Agreement executed by the Contractors with OIBD.

11. The Contractors hereby confirm agree and record that this letter 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 OIBD's benefit and for the benefit of its successors and assigns.

12. That all questions, issues, disputes and differences between the Contractors and the OIBD arising under this Indemnity Bond/undertaking shall be referred to arbitration in the same manner as indicated in the contract dated      executed between the Contractors and the OIBD:

Date:

Yours faithfully,

**Witness (1) (Full Address)**

**Witness (2) (Full Address)**

(on Non-judicial stamp paper of Rs. 10/-)

SUB: Contract/Work Order No:

Dated:

1. I, the Contractor, hereby agree, undertake to faithfully observe and comply with the following during the performance of the contract.

We shall:

- a) 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 OIBD under the above contract and shall maintain proper books of accounts, 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.
- b) Comply in all respect 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 there under, ensure compliance under EPF ACT 1952 and ESI Act 1948.
- c) Ensure that our employees while on the premises of the OIBD or while carrying out their obligations under the contract, observe the standards of cleanliness, decorum, safety and general discipline laid down by the OIBD or its authorised agents and the OIBD shall be the sole judge as to whether or not We and/or our employees have observed the same.
- d) Not do or suffer to be done in or about the premises of the OIBD anything whatsoever which in the opinion of the OIBD may be or become a nuisance or annoyance or damage or which may adversely affect the property, reputation or interest of the OIBD.
- e) Not do or suffer to be done in or about the premises of the OIBD anything whereby any policy of insurance taken out by the OIBD against loss Or damage by fire or otherwise may become void or voidable.
- f) Indemnify and keep indemnified the OIBD, its officers and employees from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against the OIBD by or on behalf of any person, body, authority whomsoever and whatsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which the OIBD may now or hereafter 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 any of the terms and conditions of the contract. Without prejudice of the OIBD's other rights, the OIBD will be entitled to deduct from any compensation or other dues payable to us, the amount payable by the OIBD as a consequence of any such claims, demands, costs, charges and expenses. The OIBD shall not be 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 OIBD's property and premises and in the event that the OIBD is made liable to pay to the OIBD such damages or compensation in respect of such employees, we hereby agree to

pay to the OIBD such damages or compensation upon demand. The OIBD shall also not be responsible or liable for any theft, loss, damage or destruction of any property that belongs to us or our employees lying in the OIBD's premises from any cause whatsoever.

2. It is hereby declared that we are, for the purposes of this contract all persons employed or engaged by us in connection with our obligations under the contract shall be our employees and not of the OIBD.
3. On the expiration of the contract or any earlier determination thereof, we shall forthwith remove our employees who are on the OIBD'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 OIBD's premises, the OIBD shall be entitled to remove all persons concerned (if necessary by use of force) from the OIBD's premises and also to prevent them (if necessary by use of force) from entering upon the OIBD's premises, and the OIBD shall not be liable for any consequences arising out of such action.
4. We hereby undertake and declare that, in the event the workmen/employees/persons engaged by us ("the Contractors employees") to carry out the purposes hereof, attempt to claim employment with the OIBD or attempt to be declared as employees of the OIBD or attempt to become so placed, then in all such cases, we shall assist the OIBD 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 OIBD therein or relating thereto AND we hereby indemnify forever the OIBD against all such costs, charges and expenses including legal charges and against all and any loss, expense or damages, whether recurring or not, financial or otherwise, caused to or incurred by the OIBD as a result of such attempt by the Contractors employees.
5. It is hereby agreed that the OIBD shall be entitled to set off any debt or sum payable by us either directly or as a result of vicarious liability to the OIBD against any monies payable or due from the OIBD to us or against any monies lying or remaining-with the OIBD and belonging to us or any of our Partners or Directors.

Contractor's Signature or  
Authorised Attorney

To be witnessed by Notary or  
By an Official of OIBD.