

TENDER REFERENCE NO: DCO7920P11

**OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
DULIAJAN, DISTRICT: DIBRUGARH
ASSAM, PIN: 786602
TENDER DOCUMENT**

Document Serial No. _____ at the office of Head-Contracts, DULIAJAN

Signature of Issuing Officer _____ Date of Issue _____

Designation: _____

Office Seal:-

1.0 TENDER REFERENCE NO. : DCO7920P11

2.0 DESCRIPTION OF SERVICES: Hiring of Services to operate 08 Nos. Company owned buses for 03(three) years (extendable by another one year).

3.0 Sealed tenders are invited from reliable, experienced and resourceful bidders for the above-mentioned services. This tender document is non-transferable.

The bids are to be submitted in duplicate. (One in original and one photocopy of the original).

4.0 TYPE OF BID: SINGLE BID ()

5.0 BID CLOSING DATE & TIME: 12.10.2010 (1245 Hrs. IST)

6.0 TECHNICAL / COMPOSITE BID OPENING DATE & TIME: 12.10.2010 (1300 Hrs. IST).

7.0 COMMERCIAL/PRICE BID OPENING DATE & TIME: (1300 Hrs. IST)

8.0 EARNEST MONEY/BID BOND/BID SECURITY: Rs.21000.00 (RUPEES TWENTY ONE THOUSAND ONLY)

a) Earnest money deposited/Not deposited vide D.Draft/B.Cheque/Money Receipt _____

No. _____ dated _____ of _____

9.0 BID OPENING PLACE:

CONTRACTS DEPARTMENT
OIL INDIA LIMITED
(A Govt. of India Enterprise)
Duliajan, DISTRICT: DIBRUGARH
ASSAM, PIN: 786602

10.0 MOBILISATION PERIOD: 15 days from the date of issuance of Work Order by Head- Transport.

11.0 DURATION OF THE CONTRACT: 03 (three) years from the date of commencement of the work & extendable by another one year, if required by the Company.

12.0 BID SUBMISSION:

12.1 The bidder(s) are required to submit their offer(s) in duplicate (one in original & other one is the photocopy of the original).

12.2 The detailed tender document supplied by the Company bearing Seal & Signature of OIL's authorized Officer(s) & duly signed and sealed by the Bidder(s) or their authorized attorney in all pages as a token of acceptance of the offered rates, terms and conditions of the Company, is to be Submitted in "ORIGINAL BID DOCUMENT & ENCLOSURES" along with the other supporting enclosures.

EMD to be enclosed with the "ORIGINAL BID DOCUMENT & ENCLOSURES".

12.3 The photocopy of tender document & all of the enclosures as in Para-12.2 above is to be submitted in "DUPLICATE BID DOCUMENT & ENCLOSURES".

12.4 The cover containing the "ORIGINAL BID DOCUMENT & ENCLOSURES" must be in one sealed envelope bearing the following in writing on the right hand top corner:

(i) **Envelope No. A "ORIGINAL BID DOCUMENT & ENCLOSURES"**

(ii) Tender No. DCO7920P11

TENDER REFERENCE NO: DCO7920P11

(iii) Bid Closing Date: **12.10.2010 (12:45PM IST)**

(iv) Bidder's Name _____

12.5 The cover containing the "DUPLICATE BID DOCUMENT & ENCLOSURES" must be in one sealed envelope bearing the following in writing on the right hand top corner:

(i) **Envelope No. B "DUPLICATE BID DOCUMENT & ENCLOSURES"**

(ii) Tender No. DCO7920P11

(iii) Bid Closing Date: **12.10.2010 (12:45PM IST)**

(iv) Bidder's Name _____

12.6 The "**ORIGINAL BID DOCUMENT & ENCLOSURES**" i.e **Envelope-A** and the "**DUPLICATE BID DOCUMENT & ENCLOSURES**" i.e **Envelope-B** should then be put together and sealed in another separate envelope and following should be superscribed on the envelope along with the name & registered postal address of the bidder in typed format or in clear legible handwriting:-

**"BID FOR TENDER NO: DCO7920P11
"BID CLOSING DATE & TIME: 12.10.2010 AT 12.45 P.M. (IST)"**

12.7 The bid should be submitted to reach the address given below on or before the bid closing date and time as specified.

HEAD-CONTRACTS
OIL INDIA LIMITED
P.O-DULIAJAN, DISTRICT: DIBRUGARH
PIN- 786602, ASSAM

12.8 Tenderer(s)/Bidder(s) may send their offer(s) to the addressee mentioned in Para 12.7 above hereof by post or place the same in the TENDER BOX situated at the same address. Company will not be held responsible for any postal delay or non-receipt of the same.

13.0 EARNEST MONEY DEPOSIT (EMD):

13.1 The offer must be accompanied by a BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE (in specified format) / Pay-in-slip (available at designated banks at Duliajan) favouring OIL INDIA LIMITED, payable at DULIAJAN for the amount applicable and purchased from any Nationalised Bank as per para 8.0 towards Earnest Money Deposit (EMD). NO OTHER MODE OF PAYMENT WILL BE ACCEPTED BY THE COMPANY. The EMD shall not earn any interest to the tenderer(s) from the Company.

13.2 Any offer not accompanied with the EMD shall be treated as invalid and summarily rejected. Any subsequent deposit of EMD after the bid closing date shall not be permitted. Also, adjustment of EMD due against the instant tender, against dues from the Company or on any account shall not be permitted.

13.3 The EMD will be forfeited in case the tenderers withdraw their offer for any reason whatsoever after the appointed time on the bid closing date and before the validity period of the offer which shall be 180(One Hundred Eighty) days from the date of opening of the tender. Any such withdrawal will make the tenderer liable to be debarred from further tendering at the sole discretion of the Company and the period of debarment will not be less than 1(One) year.

14.0 Any offer received after the appointed time on the Bid closing date shall be summarily rejected and returned to the tenderer(s) unopened.

15.0 No modification or alteration to the offer shall be permitted after the appointed time on the bid closing date. NO CLARIFICATION ON WHATSOEVER REASONS THEREOF WILL ALSO BE ENTERTAINED AFTER THE BID CLOSING DATE.

16.0 TENDER OPENING AND EVALUATION:

16.1 BID OPENING AND EVALUATION:

16.1.1 The ~~Technical~~ Composite bid will be opened on **12.10.2010** (Bid opening date) at 1300 hours (IST) in the presence of any attending Tenderer(s) or their Authorized Representative. However, an authorized letter from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Tenderer(s) & Authorized Representative(s) will have to sign a register evidencing their presence. In case it happens to be a bundh/holiday, the tender will be opened on the next working day (except Saturday).

16.1.2 Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

16.1.3 The offer must be valid for acceptance up to 180(One Hundred Eighty) days from the date of tender opening.

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17.0 RESPONSIVENESS OF BID: For the purpose of determining the responsiveness of a bid, it must conform to all the terms and conditions of the bidding document without any material deviation.

18.0 BID REJECTION CRITERIA (BRC):

The bids shall conform generally to the terms and conditions given in the bidding documents. Notwithstanding the general conformity of the bid, the following requirement will have to be particularly met by the bidders without which the same will be considered non-responsive and rejected:

18.1 TECHNICAL:

18.1.1 The average Annual financial turnover of the Bidder(s) during last 03 years ending **31.03.2009** should be at least **Rs.12.70 lakhs (Rupees Twelve lakhs & Seventy Thousand)**.

18.1.2 The Bidder(s) must have experience of having successfully completed **similar works** during last 7 years ending **31.08.2010** should be either of the following:

(a) Three similar completed works costing not less than the amount equal to **Rs 17 lakhs (Rupees Seventeen lakhs)** each

or

(b) Two similar completed works costing not less than the amount **Rs 21.20 lakhs (Rupees Twenty One lakhs & Twenty Thousand)** each

or

(c) One similar completed works costing not less than the **Rs 33.90 lakhs (Rupees Thirty Three lakhs & Ninety Thousand)**.

IMPORTANT NOTE TO BIDDER(S):

i) **"Similar" services means:**

(a) Providing Services in skilled category with professional HMV drivers possessing PSV badge and conductors possessing valid license.

Or

(b) Providing services of 48-52 seater buses or heavy trucks or trailers or cranes or any other heavy vehicles, with operating crews having valid licenses.

ii) **For proof of Annual turnover**, any one of the following documents or its photocopy (attested) must be submitted along with the bid:

(a) A certificate issued by a practicing Chartered / Cost Accountants' Firm, with membership No. certifying the Annual Turnover and nature of business.

(b) Certified copy of audited Balance Sheet and Profit & Loss account.

iii) **For proof of requisite Experience**, any one of the following documents or its photocopy (attested) must be submitted along with the bid:

(a) In case of OIL contractors, copy of 'Certificate of Completion (COC)/ 'Certificate of Payment (COP)' of jobs successfully completed, showing gross value of job done. It may be clearly noted that simply mentioning of OIL CCO (contract) Number will not be accepted.

(b) Certificate issued by any other Public Sector Undertaking / Govt. Department for the work(s) in last seven years ending **31.08.2010** showing:

(A)Gross value of job done; and

(B)Nature of job done; and

(C)Time period covering the duration as mentioned above.

18.1.3 The bidder must quote this profit element only in terms of Rupees, which must not be less than **Rs.605.00/-(Rupees Six Hundred and Five)** and not exceeding **Rs.1815.00/- (Rupees Eighteen Hundred & Fifteen)** only per bus per month for 12 hour operations in item No.30 in the Service Line Item in SOQ of document).

18.1.4 The bidder must quote this profit element only in terms of Rupees, which must not be less than **Rs.1.60/- (Rupees One & Paisa Sixty)** and not exceeding **Rs.4.80/- (Rupees Four & Paisa Eighty)** only per bus per hour in item No.40 in the Service Line Item in SOQ of document.

18.1.5 Rates in figure(s) to be quoted up to two places after the decimal, otherwise the Bids shall be rejected.

18.1.6 In case of ambiguity in the quoted rates in SOQ, the Bids shall be rejected.

18.2 COMMERCIAL:

18.2.1 The bids are to be submitted in the original tender document supplied by the Company.

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18.2.2 Bid received without earnest money (EMD) will be rejected.

18.2.3 Any bid received by the company after the deadline for submission of bids prescribed by the Company will be rejected.

18.2.4 Any bid received in the form of Telex/Cable/Fax/E-Mail will not be accepted.

18.2.5 Bid shall be typed or written in indelible ink and shall be signed by the bidder or their authorized representative on all pages, failing which the bid will be rejected.

18.2.6 Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by Bidder, in which case such corrections shall be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting the requirement shall be rejected.

18.2.7 Any bid containing false statement will be rejected.

18.2.8 Bidders must quote clearly and strictly in accordance with the price schedule outlined in SOQ (Part-II) of bidding documents; otherwise the bid will be rejected.

18.2.9 The bid documents are not transferable. Offers made by Bidders who have not purchased the bid documents from the Company will be rejected.

18.2.10 Bid received with validity of offer less than 6(six) months from the date of Bid opening will be rejected.

18.3 BID EVALUATION CRITERIA (BEC):

The bids conforming to the terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

18.3.1 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items of Part-II (SOQ) (i.e. schedule of works, units, quantity, rates) of the tender.

18.3.2 OIL will not be responsible for delay, loss or non receipt of applications (for bidding documents) sent by mail and will not entertain any correspondence in this regard.

18.4 AWARD OF CONTRACT:

Award of contract will be done as under:

18.4.1 The status of the successful bidders will be determined as L1, L2, L3, L4 etc. on the basis of acceptable total amount quoted for the items of Part-II (SOQ) (i.e. schedule of works, units, quantity, rates) of the tender as per BEC above.

18.4.2 The lowest evaluated bidder, L-1 bidder will be offered the contract.

18.4.3 In case, if L-1 bidder happens to be two or more than two, contracts will be awarded on the basis of lottery.

19.0 The EMD of the unsuccessful Bidder(s) shall be refunded to them after the date of issue of Letter of Intent (LOI) to the successful bidder(s).

20.0 The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Intent (LOI)".

20.1 Within two weeks of issue of "Letter of Intent (LOI)", the successful bidder(s) will be required to pay an interest free Security Money amounting to 2.5% of total contract value by way of DEMAND DRAFT/ BANKER'S CHEQUE/ BANK GUARANTEE (in specified format) / Pay-in-slip (available at designated banks at Duliajan) favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Nationalised Bank. Upon furnishing of the Security Deposit, the successful bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the O.I.L Standard forms of Agreement.

20.2 This Security Deposit must be valid for six months after the date of expiry of the tenure of the contract. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "security Deposit" for the extended period.

20.3 The "security deposit" will be refunded to the contractor within six months of satisfactory completion of works under the contract (including extension, if any), but part or whole of which shall be used by the Company in realisation of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

20.4 Failure of the successful bidders to comply with the conditions as specified in para 20.1 hereof would render him liable for rejection and in turn forfeiture of Earnest Money Deposit (EMD) apart from any other actions the Company may take against him at its sole discretion.

20.5 The EMD of the bidders shall be refunded to them as under;

(a) To the technically unsuccessful bidders after the commercial bid opening in case of Two Bid systems only.

(b) To others after the date of issue of Letter of Intent to the successful bidders.

(c) To the successful bidders only after submission of the Security Deposit as specified in para no. 20.1 above.

21.0 The Tenderer(s) may consult Head-Transport or his Representative(s) to assess the nature and extent of the services and the conditions under which it would be carried out he/she/they may also seek such clarifications from these Officers as are deemed necessary for his/her/their offer.

22.0 GENERAL CONDITIONS:

22.1 In case bidder takes exception to any clause of the bidding document not covered under BEC / BRC, then the Company has the right discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by the Company. The loading so done by the Company will be final and binding on the bidder.

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22.2 To ascertain the substantial responsiveness of the bid, the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC and such clarification fulfilling the BRC clauses must be received within the date fixed by the Company, failing which the bid will liable to be rejected.

22.3 In case, any of the clauses in the BRC contradict with other clauses of the bid document elsewhere, the clauses in the BRC shall prevail.

22.4 The Company reserves the right to reject any or all of the tenders or accept any tender, in full or in part without assigning any reason.

22.5 The rates shall be quoted per unit as specified in the SOQ- Schedule of Work (Part II) and shall be in words as well as in figures. No overwriting shall be allowed, but all corrections may be inserted in the blank space above the corrected word / figure and must be initialed. In case of discrepancy, the unit rate quoted in words shall be considered to be correct.

22.6 (a) No Tenderer must withdraw the tender after its public opening. Any such withdrawal will make the tenderer liable of forfeit his/her/their Earnest Money in full and debarred from further tendering at the sole discretion of the company and the period of debarment will not be less than 6 (six) months.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

22.7 Conditional tenders are liable to be rejected at the discretion of the Company.

22.8 The work may be split up amongst more than one contractor at the sole discretion of the Company.

22.9 The bidders are required to furnish the composition and status of ownership of the firm in whose name tender documents have been purchased/issued along with one or more of the following documentary evidences(which are applicable to the bidder) in support of the same.

01. In case of Sole Proprietorship Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.

02. In case of HUF-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.

03. In case of Partnership Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.

04. In case of Co-Operative Societies-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.

05. In case of Societies registered under the Societies Registration Act -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.

06. In case of Joint Stock Companies registered under the Indian Companies Act -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.

07. In case of Trusts registered under the Indian Trust Act - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies Service Tax and Central Excise Registration Certificate.

22.10 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

23.0 BACKING OUT BY BIDDER:

In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

24.0 Backing out by bidder/ L1 bidder after issue of LOI/ LOA:

In case LOI / LOA issued is not accepted by the bidder / L1 bidder or the Security Money / Performance Security is not submitted as per terms of the tender/ contract within the time specified in the Bid Document, the Earnest Money/ Bid Bond/ Bid Security shall then be forfeited and the bidder/firm shall be debarred for 02(two) years from the date of default.

25.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

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OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
DULIAJAN, DISTRICT: DIBRUGARH
ASSAM, PIN: 786602
WORKS CONTRACT
DCO7920P11

DESCRIPTION OF WORK/SERVICE:-

Hiring of services to operate 08 Nos. Company owned buses for 03(three) years (extendable by another one year).

GENERAL CONDITIONS OF CONTRACT (GCC): PART-I

MEMORANDUM OF AGREEMENT made this _____ day of _____ Between OIL INDIA LIMITED a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the District of Dibrugarh, Assam (hereinafter called Company) of the one part and Shri/Smti _____ and Shri/Smti _____ carrying on business as partners /proprietor under the firm name and style of M/s. _____ with the main Office at _____ in the District of _____ aforesaid (hereinafter called 'Contractor') on the other part.

WITNESSETH:

1. a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms Part-II(SOQ) of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III(SCC) of the contract utilizing any materials/services as offered by the Company as per Part-IV (SCPME) of the contract at _____.

b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.

c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

2. The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

3. The Company's Engineer shall have power to:

a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.

d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed. The rates to be applied for such Deviation Order shall be the same for those appearing in Company's Schedule of Rate in force on the date of issue of such Deviation Order, to which the contractor has no objection.

4. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.

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5. The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

6. The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts :-

- i) The Mines Act.
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The Payment of wages Act, 1963.
- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- vii) Employees Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) AGST Act.
- xi) Service Tax Act.

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor.

7. The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.

8. The duration of the contract shall be **03 years** from the commencement date mentioned in the work order. The contractor must complete the work within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

The Chief Engineer's certificate as to the criticality or otherwise of an item shall be final.

The payment of liquidated damages/penalty may be reduced or waived at the sole discretion of the Company whose decision in this regard will be final.

In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and / or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

9. In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots , or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's works or and its neighbourhood.

10. The tendered Price in total (i.e. the Contract price) is Rs. _____
(Rupees _____ only.) but the Company shall pay the Contractor only for actual work done at the rates set down in the Schedule of work part II of this Contract.

11. The contractor employing 20 (twenty) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

12. Wages shall be paid by the Contractor to the workmen directly without any intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise be deducted/ recovered by the Jamadar from the wages of the workmen.

13. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalised.

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14. The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.

15. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.

16. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be the responsibility of the Contractor.

17. The Contractor shall deploy local persons in all works.

18. The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.

19. The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act. (latest editions).

20. Special Conditions

~~(a) The amount of retention money shall be released after 6(six) months from the date of issue of completion certificate from concerned department.~~

b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.

c) Contractor(s) whosoever is liable to be covered under the P.F. Act must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

21. ARBITRATION:

Any dispute under this contract will be settled through Arbitration as per Indian Arbitration and Conciliation Act, 1996.

Place of Arbitration : DULIAJAN .

22. FORCE MAJEURE :

Force Majeure (exemption) Clause of the International Chamber of Commerce (ICC Publication No. 421) is hereby incorporated in this contract.

23. I.B. VERIFICATION REPORT AND SECURITY REVIEW :

Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

24. In case of any doubt or dispute as to the interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the contractor.

25. SET OFF CLAUSE:

"Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited)."

26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

27.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION AND/ OR COMPLETION OF WORKS AND SERVICES:

27.1 In normal case of works /service contracts, liquidated damages will be applicable @ 0.5% of the contract value per week or part thereof, for delay in contract mobilization /completion date subject to a maximum ceiling of 7.5% of contract value .

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IN WITNESS whereof the parties hereinto set there hands and seals the day and year first above written.

SIGNED & DELIVERED FOR AND ON BEHALF OF _____
(Signature of Contractor or his/her/their Legal Attorney)

BY THE HAND OF HIS/HER/THEIR PARTNER/
LEGAL ATTORNEY

(Full Name of Signatory)

(Seal of Contractor's Firm)

And in presence of

(Signature of Witness)

(Name of Witness)
Date _____

(Full Name of Signatory)
Address: _____

SIGNED & DELIVERED FOR AND ON
BEHALF OF OIL INDIA LIMITED

(Signature of Acceptor)

Date: _____

Designation: _____

TENDER REFERENCE NO: DCO7920P11

OIL INDIA LIMITED
 (A GOVT. OF INDIA ENTERPRISE)
 CONTRACTS DEPARTMENT,
 DULIAJAN, DISTRICT: DIBRUGARH
 ASSAM, PIN: 786602
WORKS CONTRACT

Tender No. DCO7920P11

SOQ: PART-II**1.0 Schedule of Work, Unit, Quantities, Rates and Prices:**

Service Line No	Description of Work	Unit in Words	Quantity	Rate per Unit (Figure & Words)	Amount
10	Charge for operation of 1(one) bus per month for 12 hour duty daily	Months	288.000	Rs. 12100.00	Rs. 3484800.00
20	Charge for operation of 1(one) bus/ hour beyond 12 hours duty daily	Hour	17280.00	Rs. 31.94	Rs. 551923.20
30	Contractor's profit on wage amount of the crew (Driver+ Helper) for operation of one bus per month for 12 hour duty/day. ----- Limit of Rates (inclusive of both): Lower Limit: Rs.605/- per bus per month. Upper Limit: Rs.1815/- per bus per month.	Months	288.000	(To be quoted by the Bidder) Rs. _____ _____ _____ _____ _____	
40	Contractor's profit on overtime wage amount per hour of crew (Driver+ Helper) for operating the bus beyond 12 hour operation ----- Limit of Rates (inclusive of both): Lower Limit: Rs.1.60/- per bus per hour. Upper Limit: Rs.4.80/- per bus per hour.	Hours	17280.00	(To be quoted by the Bidder) Rs. _____ _____ _____ _____	
Total Amount (Rs):					

1.0(A) IMPORTANT NOTES:1. Bidder(s) are required to quote against the service line no. **30 & 40** above only.

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2. The bidder must quote this profit element only in terms of Rupees, which must not be less than **Rs.605.00/- (Rupees Six Hundred and Five)** and not exceeding **Rs.1815.00/- (Rupees Eighteen Hundred & Fifteen)** only per bus per month for 12 hour operations in item No.30 in the Service Line Item above in SOQ of document.

3. The bidder must quote this profit element only in terms of Rupees, which must not be less than **Rs.1.60/- (Rupees One & Paisa Sixty)** and not exceeding **Rs.4.80/- (Rupees Four & Paisa Eighty)** only per bus per hour in item No.40 in the Service Line Item above in SOQ of document.

4. Rates in figure(s) to be quoted up to two places after the decimal, otherwise the Bids shall be rejected.

5. In case of ambiguity in the quoted rates in above, the Bids shall be rejected.

2.0 The crew in each bus should consist of at least a professional HMV driver having minimum 5 years of experience as HMV driver with PSV badge and a Helper.

3.0 Above Charge for operation of 1(one) bus per month for 12 hour duty daily in Service Line No.10 is inclusive of wages, safety and uniform for crews.

4.0 The Bidder(s)/ Contractor(s) hereby undertake to pay monthly wages & overtime (if any) to his/ her/their crew/staff engaged under this contract considering monthly wages at the rate not less than **Rs.8000.00** to each Driver(s) & **Rs.3500.00** to each Helper(s) for 12 hours duty everyday throughout the month as per provisions of MOS dated 12.02.2009 amongst MWU, Duliajan Trade & Transport Contractor Association (DTTCA), Duliajan signed in presence of the management of OIL INDIA LIMITED, Duliajan before the CONCILIATION OFFICER under I.D. Act, 1947 and the ASSISTANT LABOUR COMMISSIONER (CENTRAL), Dibrugarh.

4.1 The Bidder(s)/ Contractor(s) hereby undertake to pay the monthly wages to the Driver(s)/ Helpers through Cheque and undertake provide the details (as per format may be seen at the office of the Head-Contracts/ Head-Transport) along with the monthly bills. For example, the declaration to be submitted along with the bill of May2009 should be for the payment of wages for the month of April2009.

5.0 Reimbursement on account of applicable Service Tax and PF etc. will be allowed subject to satisfactory documentary evidences from appropriate authority and will be the responsibility of the Contractor.

6.0 The offered rates shall be revised / amended suitably in case of revision of wages of other motor workers in case of buses hired by the Company.

TENDER REFERENCE NO: DCO7920P11

OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
DULIAJAN, DISTRICT: DIBRUGARH
ASSAM, PIN: 786602
WORKS CONTRACT

SPECIAL CONDITIONS OF CONTRACT (SCC): PART-III

SCHEDULE OF WORKS, UNITS, QUANTITIES & RATES:

1.1 SCHEDULE OF WORKS : Operation of 08 (eight) Nos. 52 seater buses owned by OIL INDIA LTD, in OIL's operational areas in ASSAM & ARUNACHAL PRADESH for a period of 03(three) years and extendable by another one year at the sole discretion of the company at the same rates, terms and conditions of the contract.

2.0 The offered rates shall be revised / amended suitably in case of revision of wages of other motor workers in case of buses hired by the Company.

3.0 Before commencement of the contract, the contractor must obtain necessary labour clearance etc. from Company's ER department for the contract. Any undertaking etc. desired by the ER department, from the contractor's personnel, the same should be provided to them.

4.0 The contractor should operate all the 08 Nos. buses simultaneously by deploying separate crew for each bus. Whenever regular crews avail leave and / or statutory off, substitute crew should be provided and written permission / clearance from company should be obtained before engaging such substitute crew.

5.0 The contractor will be allowed to commence the services as per the work order to be issued after signing of the contract and if the crew engaged by the contractor is found acceptable to company. The crew for each bus will have to be identified by the contractor and communicated to company. Commencement of services of particular bus will depend on acceptability of crew by the company for the bus. Whenever contractor desires to substitute crew for any bus, particulars of such substitute crew should be furnished in writing to company to get clearance for engaging such substitute.

6.0 RESPONSIBILITY OF CONTRACTOR :

i) The contractor is responsible for Safe and smooth operations of buses at any time of day and night by deploying necessary crew for each bus as per terms of contract. The crew must consist, amongst others a professional HMV driver, having minimum 5 years of experience as HMV driver with PSV badge, in OIL's operational areas in Assam and Arunachal Pradesh.

ii) The contractor will be responsible for undertaking specific duties assigned by company on each day by each bus. He will also be responsible for :

(a) parking the buses at designated place once each duty is completed

(b) cleaning/up keep and safe operation of buses

(c) monitoring the fuel/lube oil consumption

(d) close monitoring of condition of buses and reporting of defects noticed from time to time.

iii) The company will issue fuel / lubricants, etc., for authorised journey. The contractor will be responsible for getting fuel/lubricants, etc, from the company as per schedule/norm fixed by company from time to time.

iv) The company will undertake periodic maintenance of buses. However, whenever any defect is noticed, it will be the responsibility of the contractor to bring it to the attention of the company and get the defects rectified immediately by the company, before operating buses. In case of any difference of opinion or the subject, the decision of Head-Transport will be final and binding on the contractor.

v) When the buses are taken up for servicing/maintenance, the driver and helper / as engaged by contractor for respective buses will be in attendance, if desired by company. Such drivers and /helper have to render their services in maintenance during such period. On the contrary, for major repair exceeding 15 days, if the services of crew are not required during maintenance, then the crew will be released during such period and no daily rate will be payable during such period, - however whenever services of such crew released from duty is required again, a notice of three days will be given to contractor.

vi) The contractor will be responsible for daily maintenance e.g. changing of wheels, daily checks for fuel, lube oil, and water level, cleanliness and such routine maintenance prescribed by company from time to time, without necessitating additional manpower.

vii) The contractor will be responsible to replace any of the crew members at any time, as and when services of such crewmembers are not found satisfactory/acceptable to company.

7.0 The company for day-to-day operation, based on actual / normal fuel consumption rates, will issue HSD for operation of buses. The contractor is required to maintain a log book/sheet separately for each bus/vehicle, which will be supplied to him/her. The normal consumption rate will be reviewed / refixed by the Transport department from time to time based on the condition of the buses / vehicles, road condition and field trial if considered necessary. If the fuel consumption is abnormal or excessive, in the opinion of the company's engineer, the cost of fuel towards excessive/abnormal consumption will be deducted from the contractor's monthly bill. The contractor should exercise utmost economic use of fuel required for normal operation. The company's engineer shall have the free access to check the stock of all items including HSD issued to the

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contractor. The decision of the company as to the optimum consumption of fuel, consumables etc., for any activity related to this contract shall be final.

8.0 The company will make the daily rate payment for the crew during the period of routine maintenance / servicing /repairing of buses as per conditions indicated in para 6(v).

9.0 In case of any incidence/accident or any violation of Traffic Rules/Motor Vehicle act etc or any other law, the contractor should resolve the matter on his/her/their own within reasonable time, for which no compensation will be paid by the company other than the insurance claim, if any, to be dealt by the Insurance Company. Alternatively, if the company decides to resolve such issues in the event of contractor taking time more than reasonable considered by company, then expenses towards resolving such issues will be recovered from contractor.

10.0 The Contractor should be in a state of preparedness, so that he/she/they can mobilise one more additional set of crew if advised by the company for additional shift for each bus by getting 30 days advance notice from the company at the same rates terms and conditions of the contract.

11.0 The contractor is responsible for the safety of buses during the time of operation by their crew. In case of any loss / missing of item (parts, tools, tyres, battery etc.,) the cost of such item will be recovered from the contractor's bill. If it is found that the crew does any willful damage, the cost of repairing will be recovered from the contractor's bill.

12.0 After a day's operation the contractor should park the buses at company's yard/worksite, which will be intimated at the time of commencement of the contract. Before taking the buses for daily operation, everyday, the contractor should thoroughly check it. After completing the duty everyday the contractor should handover the buses in proper condition. To this effect a daily checklist will be provided to the contractor.

13.0 It is desirable that contractor keeps additional relief crews (driver/helper) readily available with necessary clearance from company after furnishing relevant details in writing, so that such substitutes crew can be readily deployed as substitute of regular crew in case of leave/sickness/off-day etc.

14.0 As and when authorised by company, the contractor will have to take the responsibility of getting minor reports of buses done through outside garages and bills for such reports will be reimbursed by company after necessary scrutiny.

15.0 Normal duty timings for the crew may vary or will be different for the buses from time to time and to this effect duty timings given by company's Engineer / Transport department will be final. However the duty timings will be continuously for 12 (twelve) hours.

16.0 The contractor shall have no objection to keep their crew / personnel at Moran / Digboi / Manabhum (AP) / Seismic Camps / any other place of company's activities in Assam and Arunachal Pradesh, if the company desires to operate all the buses or a few buses at these places. Contractor will have to arrange accommodation for the crew at these places at their own cost. No extra rates will be payable for such change of place of operation.

17.0 The contractor shall have no objection to deploy their crew to operate vehicles other than buses owned by OIL desired by company.

18.0 The contractor's crew should not ply the bus or undertake any journey without any permission from the company's Engineer.

19.0 The crew should always wear proper uniform, shoe and other safety gears etc. as applicable to drivers and helpers.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT:

1.0 DEFINITIONS:

1.1 In this contract, the following terms shall be interpreted as indicated:

- a) "The Contract" means agreement to be entered into between Company and contractor, as recorded in the Agreement Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- b) The Contract Price means the price payable to contractor under the contract for the full and proper performance of its contractual obligations.
- c) "The Work or Service" means each and every activity required for the successful performance of the services described in the Terms of Reference.
- d) "Company" means Oil India Limited (OIL) and its executors, successors, administrators
- e) Contractor means firm or body incorporated or individual performing work under the contract.
- f) "Contractor's Personnel or Crew per bus" means the personnel to be provided by the contractor, to provide services as per the Contract, which consists essentially a professional HMTV driver with minimum 5(five) years of experience with PSV badge and a helper.

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g) "Company's Personnel" means the personnel of OIL associated with the finalisation, execution, utilization, processing of bills / payment etc of this contract viz Executives, Junior Engineers and other employees of OIL.

2.0 EFFECTIVE DATE:- The Contract shall become effective on the date mentioned in the work-order, which will be issued by Head-Transport after signing of the contract.

3.0 COMMENCEMENT DATE OF THE CONTRACT: It means the date on which the contractor first deploys the crew for the first bus or all the buses under this contract for operation.

4.0 DURATION OF THE CONTRACT: The contract shall be valid for a period of 3 (three) years under normal operating condition from the date of commencement of the work or services unless terminated prematurely. A notice / work order will be served on the contractor and the contractor should be in a position to mobilise personnel & commence operations within 15 days from the date of issue of the work-order. The contract will be extendable by another one year at the sole discretion of the company at the same rates, terms & conditions of the contract

5.0 GENERAL OBLIGATIONS OF CONTRACTOR; Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

5.1 Perform the work described in the Scope & Schedule of services (Part-II hereof), and special conditions (Part-III hereof) in most economic and cost effective way.

5.2 Except as otherwise provided in the Scope & Schedule of services and the special Conditions of the contract, provide crew as required to perform the work. The crew must essentially consist, amongst others a professional HMV driver with PSV badge, having minimum 5 years of experience as HMV driver in OIL's operational areas in Assam and Arunachal Pradesh and a helper.

5.3 Perform all other obligations, work and services which are required by the terms of the contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work under this contract.

5.4 Contractor shall be deemed to have satisfied themselves before submitting their bid as to the correctness and sufficiency of their bid for the services required and of the rates and prices quoted, which rates and prices shall, except in so far as otherwise provided, cover all their obligations under the contract.

5.5 Contractor shall provide all necessary supervision during the performance of the services for the proper fulfilling of contractor's obligations under the contract.

6.0 GENERAL OBLIGATIONS OF THE COMPANY:

6.1 Pay the Contractor in accordance with terms and conditions of the contract.

6.2 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work under this contract.

6.3 Perform all other obligations required of the company by the terms of the contract.

7.0 CONTRACTOR'S PERSONNEL:

Contractor warrants that they shall furnish competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel determined by company to be unsuitable are promptly replaced with personnel suitable to company. The personnel engaged to operate the buses should have necessary professional experience. Details are given in special terms and conditions of the contract (Part-III here of).

8.0 CHANGE OF OWNERSHIP:

The contractor's rights and obligations under this contract are not transferable by sale of assignment without the company's written consent. In the event of services being sold without the company's written consent in addition to its other rights, the company may at its absolute discretion terminate this contract whereupon the contractor shall reimburse the company payment, if any paid in advance and not earned, and any sums to which the company may sustain directly as a consequence of such termination.

9.0 TAXES:

9.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment / rules on income derived / payments received under this contract will be on contractors account. The company will deduct the TAX at source wherever required as per the Acts.

9.2 Income tax will be deducted at source from the monthly payment at the specified rate of income tax as per provisions of Indian Tax Act as may be in force from time to time. The contractor will submit the PAN NO. to the company, as required by Annexure-A of the tender document.

9.3 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed.

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9.4 The contractor shall furnish to the company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under this contract for submitting the same to the Tax authorities, on specific request by them or by any other Govt. authority. Contractor shall be responsible for preparing and filing the return of income etc., within the prescribed time limit to the appropriate authority.

9.5 Prior to start of work or service or operations under the contract, the contractor shall furnish the company with the necessary document, as asked for by the company and / or any other information pertaining to the contract.

9.6 Corporate and personnel taxes on contractor shall be the liability of the contractor and the company shall not assume any responsibility on this account.

10.0 INSURANCE; The Company will make comprehensive Insurance for the bus, which includes insurance for the driver and helper.

11.0 APPLICABLE LAW

The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India. In addition to the acts noted in Para 6 of Part-I of the agreement, the contractor shall ensure full compliance of various Indian laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits / licenses etc. from appropriate authorities for conducting operations under this contract.

- a) Oil Mines Regulations, 1984.
- b) The Motor Vehicle Act, 1988.
- c) The Motor Transport Workers Act. 1961.
- d) Industrial disputes Act 1947.
- e) Income Tax Act 1961
- f) Assam General Sales Tax Act 1993.
- g) Assam Pollution Control Board's Rules & Regulations
- h) Any other Act as applicable and enforced by the Govt. from time to time and enforceable in the particular contract.

12.0 CHANGES:

During the performance of the work, Company may make a change in the work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written Order by the Company.

13.0 TERMINATION;

13.1 Termination on Expiry of the Term: This contract shall be deemed to have been automatically terminated on the expiry of the contractual period unless or otherwise extended.

13.2 Termination on Account of force Majeure:

Either party shall have the right to terminate this contract on account of force Majeure if the conditions remain so beyond 10 days.

13.3 Termination for Unsatisfactory Performance:

If the company considers that the performance of the contractor is unsatisfactory or not up to the expected standard the company shall notify contractor in writing and specify in detail the cause of dissatisfaction. The company shall have the option to terminate this contract if the contractor fails to comply with the requisitions contained in the said written notice issued by the company to the contractor within 10 days of receipt thereof or in the event three notices are issued for unsatisfactory performance during the terms of the contract.

13.4 Termination at the Sole Discretion of the company:

Notwithstanding anything contained herein, the company may at its sole discretion terminate this contract, by giving to the contractor 60 (sixty) days written notice to that effect without assigning any reason whatsoever.

13.5 Termination due to Change of Ownership and Assignment:

In case the contractor's rights and / or obligations under this contract and/or the contractor's rights title and interest to the company are transferred or assigned without the consent of company, the company may at its absolute discretion terminate this contract as per the provisions elsewhere in this contract.

13.6 Company may, without prejudice to any other remedy for breach of contract, by written notice of default sent to contractor, terminate the contract in whole or in part if contractor fails to perform any of their obligations under the contract, and if contractor does not cure its failure within a period of 30 days (or such longer period as the Company may authorize in writing) after receipt of the default notice from Company.

13.7 Company may at any time terminate the contract by giving written notice to contractor, without compensating contractor, if contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action of remedy which has occurred or will occur thereafter to Company.

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13.8 Company may by written notice sent to contractor terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Company's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective, which shall be at least 15 days after the date of the notice of termination. If Company exercises this right, it shall pay contractor in accordance with the provisions of this contract for work satisfactorily performed up to the date of termination, substantiated by contractor to the satisfaction of company.

13.9 Consequence of termination: In all case of termination herein set forth the obligation of the company to pay the daily rate or any other rate or any other charges as per the contract shall be limited to the period to the date of termination.

14.0 NOTICES

14.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:

HEAD (CONTRACTS)
OIL INDIA LIMITED
DULIAJAN; 786602
ASSAM, INDIA.
FAX NO.: 0374-2803549; E-mail: contracts@oilindia.in

14.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

15.0 MISCELLANEOUS PROVISIONS:

(a) Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulation of all public bodies and companies whose property or rights are affected or may be affected in any way by the services envisaged under this contract.

(b) Contractor shall conform in all respects with the provisions of any Statute, Ordinance or Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and to regulation public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

16.0 PAYMENT:

16.1 For the purpose of payment for the service rendered the Contractor shall:

Accept as final the daily log sheet as per Proforma-I (may be seen at the office of the Head-Transport), which must be signed on a daily basis by the Company's Engineer. Any deletions and/or overwriting on the Daily Log Sheet must be avoided as far as practicable and if such deletions and over writings are unavoidable, the same must be countersigned by the Company's Engineer, otherwise the Monthly statement-cum-bill shall not be accepted. Proforma-I must be made out in triplicate of which the third copy be retained by the Contractor for preparing the monthly statement-cum-bill only at the end of each month.

16.2 Prepare monthly statement-cum-bill as per Proforma-II & Summary Sheet as per Proforma-III (may be seen at the office of the Head-Transport) and submit the same to the Company's Engineer for verification within 10 (ten) days following the last date of the month. The monthly statement-cum-bill must be accompanied with a certificate & declaration as per format (may be seen at the office of the Head-Transport/ Head-Contracts) every month furnished by the Contractor as per Proforma-IV (may be seen at the office of the Head-Transport) towards his / her compliance with the Statutory Acts affecting the operation of this service Agreement.

16.3 On receipt of the Summary Sheet & Monthly statement-cum-Bill the Company's Engineer shall verify the same with the Daily Log Book / Sheet and forward the same after making adjustment as may be necessary to the Contracts Department of the Company for Payment. The monthly statement / bill must be accompanied with the following:

- a) Daily Log sheet in original for the month, as per Proforma-I.
- b) Monthly statement and summary sheet, as per Proforma-II & III
- c) Statutory compliance statement per Proforma-IV & declaration as per format (may be seen at the office of the Head-Transport/ Head-Contracts) in support of payment of wages to the Driver(s)/Helper(s).

i) The Company shall pay the Contractor during the term of the contract the amounts due from time to time calculated according to the rates of payment set out hereof and in accordance with the other provisions of this agreement. Payment will be calculated per day of services (with OT if any) provided by the contractor per bus detailed by the company.

ii) Payment of monthly bills, if undisputed, shall be made within 30 (thirty) days following the date of receipt of the same by the company. The company shall within 30 (thirty) days of receipt of invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, the disputed amount may be withheld till

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settlement of the dispute, but payment shall be made for the undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date.

iii) All payments made by the company to the contractor hereunder shall be made to the contractor by a Bank Advice. Bank charges, if any, will be on account of the contractor.

iv) Payment of final bill shall be made upon contractor's satisfactory compliance with the provisions of the contract and also subject to return of equipment and unused materials in satisfactory condition, which were assigned by the company under the contract.

16.4 No extra payment will be made if the bus / vehicle is kept overnight on any day at any location / place etc., other than the base of operation. Only applicable OT will be paid for the crew for that period. The contractor shall have no objection for engaging the crew / personnel during the night.

16.5 In case of any situation not provided under this Agreement, the Company's Engineer or any other person authorized on his / her behalf by the Company shall have the right to decide upon any further claim on the facts and circumstances, which shall be binding upon the Contractor.

16.6 Bidder(s) / Contractor undertake to provide the Permanent Account Number (PAN), Service Tax registration number, Bank Account Details, PF code number along with documentary evidences from appropriate authority.

17.0 LIQUIDATED DAMAGES (LD) / PENALTY

17.1 In case of non-supply of crew partially or totally leading to partial or total non-availability of the services envisaged under this agreement per day per bus, no payment on pro rata basis towards Daily Rate as well as contractor's profit will be made for such non availability of crew. In-addition, the penalty at the rate equal to the daily rate of the contract shall be levied for each bus on each particular day. Such penalty in cumulative for a particular month shall be deducted from the monthly bills of the Contractor. However in case of shutdown due to mechanical breakdown of the bus duly certified by the Transport Department, this clause will not be applicable.

17.2 In case of non availability of services (Partial or Total) envisaged under this agreement, due to violation of Traffic Rules / Motor Vehicle Rules by the crew penalty at the rate equivalent to the daily rate of the particular services shall be levied for each such shutdown on a particular day. Such penalties in cumulative for a particular month shall be deducted from the monthly bills of the Contractor.

17.3 In case of Bundhs, Rasta Roko, Strikes etc., if the service under this contract is not available due to the absence of Crew or either in full or in-part the period will be treated as "Non-availability of services" and penalty at the rate double the daily rate will be deducted from the monthly payment. The decision of the company to declare the "Non availability of services" or otherwise will be final.

18.0 MOBILISATION:

The contractor shall mobilise the entire required personnel at Duliajan within 15 days days from the date of receiving the work-order and confirm it in writing to the company prior to commencement of initial operation. In case of delay in the mobilisation, the penalty at the rate envisaged as per clause 17.1 above will be levied per day per bus. The contractor has to bear the responsibility for their employment matters and any problem in this regard inclusive of employment of local people and other issues pertaining to the contractor's operations with Oil India limited (OIL). In case there is any disruption of the work the contractor will not be paid and the period will be treated as shutdown, attracting penalty mentioned in clause no. 17.1 above.

19.0 LIABILITY:

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

19.2 Neither the company nor its servants, agents, nominees, assignees, shall have any liability or responsibility whatsoever from injury to, illness, or death of any employee of the Contractor irrespective of how such injury, illness or death is caused by willful or gross negligence. The contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit claim or expense resulting there from.

19.3 Except as otherwise, expressly provided, neither the contractor nor his/her servants, agents, nominees, shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss to the property of the company, irrespective of how such loss or damage is caused unless caused by willful or gross negligence of the Contractor or his/her servants, agents, nominees, assignees. The company shall protect, defend, indemnify and hold harmless the contractor from and against such loss or damage and any suit, claim or expense resulting there from.

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19.4 Neither the Contractor nor his / her servants, agents, nominees, assignees shall have any liability or responsibility to whomsoever for injury to, illness, or death to any employee of the Company, irrespective of how such injury, illness or death is caused unless caused by willful or by gross negligence by or his/her servants, agents, nominees, assignees, contractors or sub-contractors and assignees and hold harmless the Contractor from and against such loss or damage and any suit, claim or expense resulting there from.

20.0 INDEMNITY AGREEMENT:

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

20.2 INDEMNITY APPLICATION: The indemnities given herein above, whether given by the company or contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim demand expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

21.0 TAXES & LEVIES:

21.1 Corporate taxes and other taxes and duties including Income-Tax arising out of this agreement shall be the responsibility of the Contractor as per the laws that may be in force from time to time.

21.2 Company shall withhold Income Tax and other taxes as per TDS provision of these Acts, which may be in force from time to time as may be applicable to the operational services under this agreement.

22.0 ASSIGNMENT: The Contractor shall not assign his / her rights, duties and obligations arising under this agreement and sublet to any third person or party except in respect of payments to be received by Contractors, if acceptable to the Company.

23.0 SUB-CONTRACT: The Contractor shall not sub-contract all or any part of the work envisaged under this Agreement.

24.0 STATUTORY OBLIGATIONS: The Contractor shall bear all other expenditure, which may be deemed necessary or required towards fulfillment of his/her obligations under the Statutory Acts during the tenure of this service agreement.

25.0 WARRANTY AND REMEDY OF DEFECTS

25.1 The contractor warrants that he/she shall perform the work in a first class, workmanlike, and professional manner and that all work shall be performed in accordance with highest quality, and efficiency with instructions and guidance which company may, from time to time furnish to the contractor.

25.2 The rights and remedies of the company provided by this clause are in addition to any other right and remedies provided by law or in equity or otherwise.

26.0 ASSOCIATION OF COMPANY'S PERSONNEL

26.1 Company may depute more than one representatives / engineer to act on it behalf for overall co-ordination and operational management. Company's representative shall have the authority to order any changes in the duty to the extent so authorised and notified by the company in writing. He / they shall liaise with the contractor; monitor the progress so as to ensure the timely completion of the jobs. He / they shall also have the authority to oversee the execution of jobs by the contractor and to ensure compliance with the provisions of this contract.

26.2 There shall be free access to all the equipment / spares / tools etc with the contractor during operation and/or idle time by company's representatives for the purpose of observing/inspecting the equipment / spares / tools etc., provided by the company.

27.0 ARBITRATION:

27.1 The company and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

27.2 In any dispute, difference or question shall at anytime hereafter arise between the parties hereto or their respective representatives or assignees in respect of the construction of these presents or concerning anything herein contained or arising out of these presents or as to the right, liabilities, or duties of the said parties hereunder, the same shall be referred to arbitration proceedings.

27.3 The arbitration proceedings shall be held in accordance with the procedures of the Indian Arbitration and Conciliation Act, 1996 and the rules made there under as amended from time to time. The venue of arbitration shall be Duliagan, Dist. Dibrugarh, Assam, India. The award made in pursuance thereof shall be binding on the parties.

28.0 SECURITY DEPOSIT: - Within two weeks of issue of "Letter of Intent (LOI)", the successful bidder(s) will required to pay an interest free Security Money amounting to 2.5% of total contract value by way of DEMAND

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DRAFT/ BANKER'S CHEQUE/ BANK GUARANTEE (in specified format) / Pay-in-slip (available at designated banks at Duliajan) favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Nationalised Bank. Upon furnishing of the Security Deposit, the successful bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the O.I.L Standard forms of Agreement.

This Security Deposit must be valid for six months after the date of expiry of the tenure of the contract. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "security Deposit" for the extended period.

The "security deposit" will be refunded to the contractor within six months of satisfactory completion of works under the contract (including extension, if any), but part or whole of which shall be used by the Company in realisation of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

28.1 The Security Deposit will be considered as a Guarantee against timely mobilisation of the services in an acceptable condition and as a guarantee towards smooth operation of the services envisaged under the agreement. This money shall not bear any interest and will be refunded only after satisfactory completion of services under the agreement and subsequent extension, if any, but part or whole of which shall be used by the Company in realisation of liquidated damage or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

28.2 The Security Deposit shall be forfeited in case of occurrence of the following events:

(a) In case of any event occurring when the outstanding bills of the contractor are not sufficient for recovery against payable Liquidated Damage/Penalty during the tenure of the contract.

AND / OR

(b) In case of Premature Termination due to default or breach of contract by the contractor.

28.3 In the event of an occurrence as envisaged in clause nos. 28.2(a) & (b), the Contractor will have to furnish additional security deposit in the manner prescribed to the extent of amount forfeited. Failure on part of the contractor to comply with this render this agreement liable for termination whether partially or fully at the sole discretion of the Company, without prejudice to the right of the Company to take any other action or such default including but not limited to forfeiting the entire security deposit. The contractor shall not be entitled to any damages or compensations whatsoever on account of such termination.

29.0 The scope of work of the Contractor will cover the performance of the following jobs. The contractor will provide man management services for operation of 08 (Eight) Nos. 48-52 seater buses to transport company employees, school children, Army, police, security personnel, CISF and other personnel as per daily duty allocation made by Oil India Ltd.

29.1 Areas of operation: Primarily in Assam & Arunachal Pradesh. However from time to time, services may be required in other areas as well at the discretion of the company.

29.2 No. of days services: 1095 days for 3 years including holidays & Sundays.

29.3 Duty Timings: 12 (twelve) hours a day based on duty timings prescribed by company from time to time. Commencement of duty timings for different buses may be either same or different based on operational requirement

30.0 The Contractor shall be responsible for and shall provide for all requirements including wages and perks of the crewmembers comprising the driver and helper.

31.0 The Contractor shall arrange for enroute messing, accommodation (on the road side) and transportation etc. for their personnel in case the bus/vehicle/Unit is to be moved to long distances at no extra cost to the company.

32.0 The Contractor's personnel particularly HMV driver for the buses must conform to following:

- More than 5 (five) years of experience as HMV Driver with PSV badge.
- Not been challaned more than twice for a minor traffic offence.
- Not been charged for any offence relating to rash and negligent driving.

33.0 Before submitting the tender, the bidders have the option to come and seek clarification to satisfy themselves regarding the services to be offered.

34.0 The Company will assess / verify / test the professional competence and physical fitness of the contractor's personnel before giving clearance to the contractor to engage them for operating the buses etc. If found to be unsuitable, they will not be engaged. No crewmember should be engaged by contractor without clearance from company. Any lapse by contractor on this ground if detected will attract penalty at double the day rate otherwise payable for the service.

35.0 The Contractor should not engage any new driver / helper etc., as replacement or relief without assessment / verification and written permission from the transport department. If so the crew consisting of that person will not be assigned duty and the period will be treated as shutdown. Applicable liquidated damages / penalty for shut down will be imposed. The professional HMV driving licence (with PSV badge), Bio-data with

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photo, credentials etc., of replacement / relief personnel will have to be submitted to Transport Department prior to such change.

36.0 Even after engaging on the job if the performance of contractor's personnel is/are found to be unsatisfactory, the company will have the right to ask the contractor to remove any such person, and provide suitable replacement and it will be obligatory on the part of contractor to comply with same.

37.0 The Contractor has to arrange their own transport for their crew to report at notified time to the worksite and duty period will start from the time of reporting only.

38.0 The Contractor and their crew / personnel should keep the buses / vehicles etc in good working condition while operating. They should ensure the safe operation of all buses / vehicles and should not damage it by wrong operation. If any damage occurs to the bus / vehicles or any other equipment or material because of negligence or wrong operation, necessary amount for rectifying that damage will be recovered from the contractor's bill. The decision of company's Engineer in this regard will be final.

39.0 Before mobilisation of their personnel the Contractor shall furnish full particulars:(BIO-DATA) of Crew/personnel, viz. Name, Father's Name, Nationality, Valid professional Driving Licence for the drivers, , Experience, Certificates, Testimonials, Temporary and Permanent address etc. along with passport size photographs. Also original licences are to be produced for verification. The company shall have the option to accept or reject any personnel of the contractor who do not meet the company's requirements in which case the contractor shall provide suitable alternative to the company's satisfaction.

40.0 Contractor shall arrange all entry permits, inner-line permit etc. wherever required in respect of their crew/personnel to be deployed under this contract.

41.0 The Contractor may be asked to reshuffle / rotate the crew / personnel from time to time, and the contractor shall have no objection to it.

42.0 The Contractor's Crew/Personnel have to operate the aforementioned buses / vehicles etc. for making frequent trips to different OIL areas of activities in ASSAM & ARUNACHAL PRADESH. The Contractor shall have no objection to it.

43.0 The Contractor shall not engage Minor labours below 18 (eighteen) years of age and more than 58 (fifty eight) years of age under any circumstances.

44.0 The Contractor should ensure that the personnel engaged by him / her / them are of good character & Integrity. The company reserves the right to instruct for removal of any contractor's personnel for:

- a) Misbehavior / indiscipline and for misdemeanor.
- b) And / or for technical incompetence and for not rendering the services faithfully.
- c) And / or indulging in canvassing against company.

The time allowed to the contractor for removal of personnel shall be a maximum period of 3 days from the time of such instruction given by company. Further, the replacement for such personnel shall be completed within 3 (three) days from the date of the above instruction from the company and will be at the cost of the contractor. However, the continuity of operation shall not be disrupted on this account. The company shall have the option to accept or reject any driver / helper, who were engaged by the contractor as a replacement, if such driver / helper do not meet the company's requirement in which case the contractor shall provide suitable alternative to the company's satisfaction. If the personnel are not replaced as stated above, the period of lapse after the allowable 3 days, will be treated as shut down and penalty will be levied as per clause no. 17.1 above.

45.0 The contractor shall inform in advance to the Transport department if he wishes to replace any person deployed by him. The license, Bio-data, credentials etc. of new person will have to be submitted to Transport Department prior to such change and necessary clearance is obtained.

46.0 The Contractor shall be responsible for the safe custody of materials such as spare wheel / tools / equipment / Jack & handle, Engine oil / fuel oil / hydraulic oil or any other item etc. issued to their crew/personnel. He shall make good any of the materials lost or damaged while in their custody. Alternatively, company has the right to recover the cost of such materials from the contractor. Also if the services of buses are disrupted or not available due to the loss of such materials / item issued to the contractor, the period will be treated as shut down and penalty at the rate equivalent to the day rate or part there-of as applicable will be imposed on the contractor.

47.0 The Contractor must ensure on daily basis that the personnel deployed for carrying out the services are fully fit (physically & mentally sound). The personnel deployed by the contractor must neither be under the influence of intoxicants at the beginning of duty hours nor consume any intoxicants till the completion of the allocated duties. If any personnel of the crew are found to be under the influence of alcohol / intoxicants either at the beginning of duty hour or after the commencement of services, the Company's engineer shall have the power to cancel the deployment of crew & the particular services will be considered as not available for default

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by the contractor. This period will be treated as shut down and penalty at the rate equivalent to the day rate or part there-of will be imposed on the contractor apart from any other action.

48.0 The contractor shall be responsible for arranging relief of personnel during the absence of the regular crew due to statutory off days etc. The relief personnel also must have the similar experience and the contractor will have to obtain prior approval from the company for the relief personnel of the contractor. On failure to do so, the period of non-availability will be treated as shut-down and applicable penalty will be at the rate of equivalent to the daily rate will be imposed, in addition to non-payment of the daily rate.

49.0 The contractor has to obtain necessary Entry Passes from appropriate authority to enter restricted areas of OIL operations for their personnel engaged under the contract from time to time. Contractor's personnel not having such entry pass shall be treated as unauthorised persons and shall not be allowed to perform duty. The crew consisting of that person will not be assigned duty and the period will be treated as shutdown. Penalty at the rate equivalent to the day rate or part there-of will be imposed on the contractor, in addition to non-payment of the daily rate.

50.0 The contractor should inspect thoroughly the buses everyday before taking charge. After inspection the contractor should submit the report in the format to be provided by the company. If the contractor does not find certain items, to their satisfaction on assessment, the same shall be intimated to the company in writing before taking over the charge each day.

51.0 The company's engineer has the right to inspect smooth operation of the buses at any time and shall have the right to instruct/direct any contractor's personnel at any place regarding any job to be carried out.

52.0 The contractor or his/her/their representative should report to Transport office of O.I.L. daily for liaisoning with our engineer for taking duties of day-to-day operation.

53.0 The contractor shall carryout the job with due diligence and care and in accordance with good practices.

54.0 It shall be the primary responsibility of the contractor to ensure that the bus, equipment/tools, materials, spares etc., are properly secured against theft, pilferage etc when the bus is taken by the contractor for operation.

55.0 The contractor should ensure that the buses operated by their crew observe the speed limit prescribed by the company for driving. Not complying with the speed limit will lead to removal of that driver. In case of such removal clause no. 45.0 above will be applicable.

GENERAL HSE POINTS:

1.It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.

2.Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3.The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.

4.The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.

5.Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.

6.Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.

7.All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

8.The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work

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persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.

11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.

14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.

16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centres as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

17. To arrange daily tool box meeting and regular site safety meetings and maintain records.

18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.

20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

22. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

23. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

24. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE measures; company will have the right to direct the contractor to cease work until the non-compliance is corrected.

25. The contractor should prevent the frequent change of his contractual employees as far as practicable.

26. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

27. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

Details of Bidder (To be filled by the Bidder)

a) Name of the bidder / firm: _____

b) Registered postal address: _____

c) Telephone No. _____

d) Mobile No. _____

e) E-mail i/d _____

f) Fax No. _____

g) Contact person _____

h) Contact person's contact no. _____

i) PAN No. _____

j) Bank details: Name : _____

Address: _____

A/c type & no. : _____

k) Service Tax Regn. No. _____

l) PF code no. _____ (Or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder)

m) Vendor code with OIL: _____

(If available)

Signature: _____

Name in Block letters: _____

TENDER REFERENCE NO: DCO7920P11

SCPME

OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
DULIAJAN, DISTRICT: DIBRUGARH
ASSAM, PIN: 786602

WORKS CONTRACT

Schedule of company's Plants, Materials and Equipments

Tender No.: DCO7920P11

To,

SM

**HEAD- CONTRACTS
OIL INDIA LIMITED
DULIAJAN**

SUB: SAFETY MEASURES

Tender No: DCO7290P11

Description of work/service: Hiring of Services to operate 08 Nos. Company owned buses for 03(three) years (extendable by another one year).

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following

i) _____

ii) _____

iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's person and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations,1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Yours Faithfully

Dated: _____

M/s _____

CONTRACTOR
FOR & ON BEHALF OF