

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts, Duliajan

WORKS CONTRACT

DCO3008P10/BB

DESCRIPTION OF WORK/SERVICE :-

Despatch of mail through courier to In-country and Foreign destinations, for a period of 03(three) years

PART -I CONDITIONS OF CONTRACT

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 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 of the contract utilizing any materials/services as offered by the Company as per Part-IV 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 and his rates shall include for these. 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 upto 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.

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 upto 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. Such Statutory increase in the wage rates of Contract Labour shall be borne 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 Contractor must complete the work within 156 weeks of the written order to commence work. 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 15% (fifteen p.c) 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 15% (fifteen percent) 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 all-inclusive Price (i.e. the Contract price) is Rs. _____
(Rupees _____ only.) but the Company shall pay the Contractor only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

On account payment may be made, not oftener than monthly, upto the amount of 90% (ninty percent) of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

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.

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 borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities.

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 and contract cost is inclusive of P.F., 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. LB 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.

IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above :-

SIGNED & DELIVERED FOR AND ON BEHALF OF

(Signature of Contractor or his legal Attorney)

----- by the hand

(Full Name of Signatory)

of -----
its Partner/Legal Attorney

(Seal of Contractor's Firm)

And in presence of

(Signature of witness)

Date : _____

(Full Name of Signatory)

Address:

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Date_____

(Signature of Acceptor)

Designation _____

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts, Duliajan

WORKS CONTRACT

Tender No. DCO3008P10/BB

Part II - Schedule of Work, Unit, Quantities, Rates and Prices.

Service Line No.	Description of Work	Unit in Words	Quantity	Rate per Unit (Figures & Words)	Amount
10	COLLECTION AND DELIVERY OF MAILS/CONSIGNMENT UPTO 500 GMS FOR IN-COUNTRY DESTINATION PERTAINING TO ADMINISTRATION DEPARTMENT.	Gram/Mol	10,000.000		
20	COLLECTION AND DELIVERY OF MAILS/CONSIGNMENT UPTO 500 GMS FOR FOREIGN DESTINATION PERTAINING TO ADMINISTRATION DEPARTMENT.	Gram/Mol	1,500.000		
30	Same as Item No. 10 above, but for additional weight above 500 gms. pertaining to Administration Department.	Gram/Mol	18,000.000		
				Total Amount(Rs):	

Note :- Bidder must include all liabilities including statutory liabilities in their quoted rates.

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts, Duliajan

WORKS CONTRACT

Particular Specifications and Instructions

Tender No.: DCO3008P10/BB

1.0 The bidders must submit an experience certificate from other clients towards rendering of similar service at a total value of minimum Rs. 5,00,000/-per annum. Non submission of experience certificate along with the bid will call for outright rejection of the offer. The bidder must have their office at Duliajan for which they will have to indicate the clear communication address of their office alongwith their telephone numbers. The bidder without have their office at Duliajan will be summarily rejected.

2.0 Bid Rejection Criteria & Bid Evaluation Criteria for the tender.

AA) BID REJECTION CRITERIA (BRC):

1) 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:

i) Bidder must have relevant experience in carrying out similar nature of job with PSUs / Central Govt. /State Govt. Organization in last 7(seven) years from date of bid opening.

Should have successfully executed similar works of value-

1. Single contract of minimum value of Rs. 12, 56,000/-

OR

2. Two contracts of minimum value of Rs. 7, 85, 000/- each.

OR

3. Three contracts of minimum value of Rs. 6, 28, 000/- each.

ii) Average Annual financial turnover during the last 3(Three) years, ending 31st March 2008, should be at least Rs.5, 00, 000/- (rounded off)

iii) Bidder must submit all necessary documents related to experience and turnover. Non submission of experience certificate along with the bid will call for outright rejection of the offer.

iv) Bidders shall offer firm price and not subject to variation on any account. Bids with adjustable price shall be treated as non-responsive and rejected.

v) Bids with validity lesser than 180 days will be rejected.

vi) Bids received after Bid closing/Opening date and time shall not be considered.

vii) Bidders shall quote directly and not through their agent. Offers made by their agents on behalf of their principals will be rejected. Similarly, bids received from unsolicited parties shall be rejected.

viii) Offers received through Telex, Cable, Fax, E-mail, telephone shall be rejected unless specifically asked for in writing. Similarly offers received as Xerox/photocopy which is not on original letter head of the bidder and not duly signed and stamped will be rejected.

ix) Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the persons signing the bid. Any bid not meeting this requirement shall be liable for rejection.

xi) Any offer containing incorrect information/statement will be rejected.

II) TECHNICAL PART

a) The firms/Companies must have a wide office network all over the world either directly or through tie up arrangement with reputed Indian or foreign agency having experience in the line of courier service and must be supported by documentary evidences.

b) The firms/Companies must have their office at Duliajan and for which they shall have to indicate the clear communication address of their office along with telephone number. The bidder without have their office at Duliajan will be summarily rejected.

c) The bidders must submit an experience certificate from other clients towards rendering of similar service at a total value of minimum Rs. 5,00,000/-per annum. Non submission of experience certificate along with the bid will call for outright rejection of the offer.

Note-

I "Similar nature of job" mentioned above means experience in Despatch of mail through courier to In-country and Foreign destinations

II) For proof of Annual turnover, any one of the following document/photocopy must be submitted along with the bid: -

i) A certificate issued by a practicing Chartered/ Cost Accountant's Firm, with membership no. certifying the Annual Turnover and nature of business.

ii) Audited Balance Sheet and Profit and Loss account.

III) For proof of requisite Experience, any one of the following document/photocopy must be submitted along with the bid: -

i) 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 Number will not be accepted.

ii) Certificate issued by any other Public Sector Undertaking/ Govt. Department in last seven years ending bid closing date showing:

(a) Gross value of job done; and

(b) Nature of job done; and

(c) Time period covering the financial year(s) as per the NIT.

iii) Non- submission of the documents as specified in BRC above will result in rejection of bids.

BB) 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:

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 (i.e. schedule of works, units, quantity, rates) of the tender.
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.
- i) In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.
- ii) In the event of discrepancy between quoted words and figure, words will prevail.

3. Discount: Bidders are advised not to indicate any separate discount. Discount if any, should be merged with the quoted price. Discount of any type indicated separately will not be taken in to account for evaluation purposes. However, in the event such offer without considering discount is found to be lowest, OIL shall avail such discount at the time of award of contract.

4. A) Bidder(s) must also furnish the followings.

1. NAME OF FIRM
 2. DETAIL POSTAL ADDRESS
 3. TELEPHONE NO.
 4. MOBILE NO.
 5. E-MAIL
 6. FAX NO.
 7. CONTACT PERSON
 8. CONTACT PERSON'S CONTACT NO.
 9. TAX EXEMPTION CERTIFICATE NO. (Attested copy required)
 10. CST REGD.NO. (Attested copy required)
 11. LOCAL SALE TAX REGD.NO. (Attested copy required)
 12. PAN NO. (Attested copy required)
 13. VAT REGD, NO. (Attested copy required)
 14. BANK ACCOUNT NO.
 15. BANK ACCOUNT TYPE.
 16. BANK NAME
 17. BANK ADDRESS
 18. SERVICE TAX REGD.NO. (Attested copy required)
 19. P.F.CODE NO. (Attested copy required)
- (Or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them. In case the P.F. is required to be deposited later on, the same will be deposited by the bidder (applicant).

20. VENDOR NO. (IF AVAILABLE)

4.B) Solvency Certificate from Bank

CC) GENERAL

a) In case bidder takes exception to any clause of Tender Document not covered under BEC / BRC, then the Company has the 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 Bidders. No deviation will however, be accepted in the clauses covered under BRC.

b) 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 also and such clarification fulfilling the BRC clauses must be received on or before stipulated date mentioned in the letter of clarification sought by the Company, failing which the bid will be summarily rejected.

c) In case any of the clauses in the BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.

d) The originals of such documents [furnished by bidders(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts, Duliajan

WORKS CONTRACT

Schedule of company's Plants, Materials and Equipments

Tender No.: DCO3008P10/BB

To
 HEAD-CONTRACTS
 Oil India Limited
 DULIAJAN

SUB:SAFETY MEASURES
Tender No : DCO3008P10/BB

Description of work/service :

Despatch of mail through courier to In-country and Foreign destinations, for a period of 03(three) years

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 personnel 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

Date_____

M/s_____

CONTRACTOR
 FOR & ON BEHALF OF