

OIL INDIA LIMITED
(A Government of India Enterprise)
CONTRACTS DEPARTMENT
P.O. DULIAJAN – 786602, ASSAM

OIL INDIA LIMITED (OIL) invites sealed bids from eligible Bidders/ Firms for the following services under single stage composite bid.

IFB No./ Bid Document Cost	Service Requirements	Issue of Bid Document/ Bid Security/ Bid Closing Date/Opening
DCO 4104 P15 ₹ 2000.00	Provision for engaging two (2) vehicles (truck) with labours for collection and disposal of garbage municipal solid waste (MSW) from Oil Township, Industrial and operational areas for a period of 2 (two) years.	15.07.2014 to 18.08.2014 upto 1530 Hrs ₹ 22000.00 19.08.2014

Bid Documents (non-transferable) can be obtained from the office of Head (Contracts), Oil India Limited, P.O. Duliajan, Assam-786602 from MONDAY to FRIDAY during office working hours on application alongwith Bid Document Cost (non-refundable) through a Crossed Demand Draft / Banker's cheque in favour of 'Oil India Limited' **payable at Duliajan** on any Schedule Bank. The details of IFB are available at Website www.oil-india.com.

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

M/s.
India

TENDER NOTICE NO.: DCO4104P15

Date: 09.07.2014

OIL INDIA LIMITED invites SEALED TENDERS from experienced and approved Contractors/Firms for the under mentioned work:

DESCRIPTION OF WORK/ SERVICE.	LOCATION	CONTRACT PERIOD	i)Bid Closing/ Opening date ii)Earnest money deposit
Provision for engaging two (2) vehicles (truck) with labours for collection and disposal of garbage municipal solid waste (MSW) from Oil Township, Industrial and operational areas.	DULAJAN OIL TOWNSHIP AND OPERATIONAL AREAS	2 (TWO) YEARS	19.08.2014 22,000.00 (RUPEES TWENTY-TWO THOUSAND ONLY)

- a) Earnest money deposited/Not deposited vide D.Draft/B.Cheque/Money Receipt
No. _____ dated _____ of _____
- b) Security Deposit will be Non-interest bearing 2.1/2% of the total contract price.
- c) Conditional/Non Conditional offer as per letter attached.

2.0 SEALED ENVELOPES Containing the Tender shall be marked with the above Tender Number and description of work and addressed to the

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

All tenderers shall deposit the requisite EARNEST MONEY alongwith the Tender in the form of Demand Draft/Banker's Cheque/Bank Gurantee in favour of M/s Oil India Limited and payable at DULIAJAN. This Earnest Money shall be refunded to all unsuccessfull tenderers, but is liable to be forfeited in full or part, at Company's discretion , as per Clause No. 6 below. Tenders received without Earnest Money in the manner specified above will be summarily rejected.

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

3.0 Tenders will be received upto 12:45 PM (IST) on the date as mentioned above and opened on the same day at 01:00 PM (IST) at HEAD-CONTRACTS's office before any attending tenderers.Tender box is placed at the office of Head(Contracts). However, if the above mentioned closing / opening day of the tender happens to be non-working day due to Bundh / Strike or any other reason,the tenders will be received and opened on the following working day at the same time except on Saturdays.

4.0 The rates shall be quoted per unit as specified in the 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

considerated to be correct.

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

6.0 (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 recived from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

7.0 The tender must be valid for 180 (One hundred & eighty) days from the date of opening of the tender.

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

9.0 Tenders can be dropped at the box placed at the office of Contract Department or can be sent by registered post addressed to

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

so as to reach his office before scheduled closing date and time. Company will not be responsible for any postal delay or non-receipt of the same.

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

11.0 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.

12.0 The selected tenderer will be required to enter into a formal contract, which will be based on their tender i.e O.I.L's Standard Form of Contract.

13.0 The successful tenderer shall furnish a Security Deposit in the form of Demand Draft / Banker's Cheque / Cash as specified above before signing the formal contract. The Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

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

15.0 The work shall have to be started within seven days from the date of work order.

16.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.

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

18.0 DISCOUNTS / REBATES.

1.1 Unconditional Discounts/ Rebates if any given in the bid or along with bid will be considered for evaluation.

1.2 Post bid or conditional discounts / rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract and if they have offered any discount/rebate, the contract shall be awarded after taking into consideration such discount / rebate. These provisions shall be incorporated suitably in the Bid Document

19.0 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.

20.0 BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA

In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be debarred for 2(two) years from the date of default.

21.0 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.

HEAD-CONTRACTS
For HEAD-CONTRACTS

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

WORKS CONTRACT

DCO4104P15

DESCRIPTION OF WORK/SERVICE :-

Provision for engaging two (2) vehicles (truck) with labours for collection and disposal of garbage municipal solid waste (MSW) from Oil Township, Industrial and operational areas.

GENERAL CONDITIONS OF CONTRACT(GCC)

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 duration of the contract shall be 104 weeks 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 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 92.5% 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.

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 .

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:

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Designation _____

Date _____

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

WORKS CONTRACT

Special Conditions of Contract(SCC)

Tender No.: DCO4104P15

-
1. THE CONTRACTUAL PERIOD WILL BE VALID FOR 2 (TWO) YEARS
 2. PROVISION FOR 2 (TWO) TRANSPORT VEHICLES, TATA LPT/1613/48 697 TCIC EURO-II TILT CAB TRUCK OR EQUIVALENT WITH THE FITTINGS OF 8 FT. HIGH STRONG NETTING ON 3 (THREE) SIDES, MANUFACTURED NOT EARLIER THAN 01/01/2008 FOR COLLECTION AND TRANSPORTATION OF GARBAGE DAILY. THE VEHICLE ENGINE AND BODY SHOULD BE IN GOOD RUNNING CONDITIONS. THE BIDDER SHOULD SUBMIT THE ATTESTED COPIES OF FOLLOWING DOCUMENTS ALONG WITH THE BID.
 - I) REGISTRATION CERTIFICATE
 - II) UPTODATE INSURANCE CERTIFICATE
 - III) UPTODATE FITNESS CERTIFICATE
 - IV) UPTODATE VEHICLE PERMIT
 - V) UPTODATE POLLUTION CERTIFICATE
 - VI) VINTAGE OF VEHICLE
 3. EACH VEHICLE (TRUCK) SHOULD HAVE PROVISION OF ONE DRIVER, ONE JUGALI AND 6 (SIX) LABOURERS + 1 (ONE) RELIEVER FOR OFF DAYS FOR COLLECTION AND DISPOSAL OF GARBAGE DAILY AT COMPANY'S GARBAGE DISPOSAL YARD. DRIVER AND JUGALI PAYMENT HAS TO BE MADE THROUGH CHEQUE PAYMENT AND TO BE CERTIFIED BY THE CONTRACTOR DURING BILLING PERIOD. VEHICLES (TRUCK) SHOULD BE DEPLOYED EACH DAY i.e. 365 DAYS/YEAR.
 4. EACH VEHICLE (TRUCK) MUST HAVE TARPAULIN TO COVER THE GARBAGE WHILE TRANSPORTING FOR DISPOSAL AT GARBAGE DISPOSAL SITE.
 5. SUCCESSFUL BIDDER(S) WILL HAVE TO PRODUCE THEIR VEHICLES PHYSICALLY AT TRANSPORT DEPARTMENT FOR INSPECTIONS / VERIFICATION ETC. AND AFTER FINAL INSPECTION / VERIFICATION ETC. BY TRANSPORT DEPARTMENT ONLY THE ACCEPTABILITY/NON ACCEPTABILITY OF THE VEHICLE WILL BE CONSIDERED.
 6. EACH VEHICLE (TRUCK) MUST HAVE "ON OIL INDIA DUTY" MUST BE PAINTED PROMINENTLY IN THE WINDSCREEN FRAME OF EACH VEHICLE (TRUCK).
 7. "DEFAULT" MEANS ANY OF THE FOLLOWING COMMISSIONS OR OMISSIONS BY THE CONTRACTOR OR HIS/HER CREW WHICH WILL LEAD TO NON AVAILABILITY OF THE SERVICE(S) DUE TO ANY REASON, WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE FOLLOWING CONDITIONS:-
 - a) DELAY IN INITIAL PLACEMENT OF THE SERVICE (S) BEYOND THE STIPULATED DATE; STIPULATED TIME FOR PLACEMENT OF VEHICLES IS 21 DAYS FROM THE DATE OF ISSUE OF LOA.
 - b) UNSUITABILITY OF THE WORKING CREW / STAFF;
 - c) DRUNKENNESS AND INTOXICATION OF THE WORKING CREW/ STAFF
 - d) DETERIORATED MECHANICAL CONDITION OF THE TRUCK AND/OR BREAKDOWN;
 - e) DUE TO INADEQUATE ROUTINE MAINTENANCE

- f) TIME TAKEN FOR ROUTINE SERVICING / MAINTENANCE IN ANY PARTICULAR MONTH IN EXCESS OF TIME ALLOWED FOR SUCH MAINTENANCE IN ANY MONTH
- g) NON AVAILABILITY OF REQUIRED CREW / STAFF.
- h) NON SUPPLY OF REQUIRED MATERIALS AS SET OUT IN SCC (PART-III).
- i) NON-POSSESSION OF VALID CERTIFICATES PERMITS AND LICENSES ETC. FOR THE CREW AND TRUCK (S);
- j) NON-SUPPLY OF FUEL;
- k) DELAY IN PLACEMENT OF SERVICE(S) ON ANY DAY AS PER THE INSTRUCTION OF THE COMPANY'S ENGINEER / REPRESENTATIVE AND/OR UNAUTHORISED AND UNTIMELY RELEASE OF SERVICE(S) WITHOUT PRIOR PERMISSION AND AUTHORISATION FROM THE COMPANY'S ENGINEER / REPRESENTATIVE AND/ OR UNAUTHORIZED USE OF THE TRUCK(S) ON ANY DAY DURING THE TENURE OF THIS AGREEMENT;
- l) NON-RECTIFICATION OF DEFECTS EXPEDITIOUSLY UPON DETECTION BY THE COMPANY'S ENGINEER / REPRESENTATIVE UPON INSPECTION/TEST UNDERTAKEN BY THE COMPANY;
- m) FAILURE ON PART OF THE CONTRACTOR TO DISCHARGE HIS/HER OBLIGATIONS AS SET OUT IN SCC (PART-III) HEREOF.
- n) NON-AVAILABILITY OF SERVICE WHEN THE COMPANY'S OPERATIONS ARE NORMAL;
- o) NON-AVAILABILITY OF SERVICES DUE TO UNAUTHORIZED / LIGHTENING STRIKE BY CONTRACTOR OR HIS/HER CREW FOR ANY REASON WHATSOEVER.
- p) ANY OTHER ACTS OR OMISSIONS BY THE CONTRACTOR OR HIS/HER CREW WHETHER SPECIFIED OR NOT HEREOF WHICH DISRUPT THE CONTINUITY OF THE SERVICE ENVISAGED UNDER THIS AGREEMENT.THE PERIOD OF NON-AVAILABILITY OF SERVICES WILL BE TREATED AS SHUTDOWN AND CONTRACTOR SHALL NOT BE PAID FOR THE PERIOD OF NON AVAILABILITY OF THE SERVICE AND COMPENSATION TOWARDS COMPANY SHALL ALSO BE LEVIED.

THE COMPENSATION UP TO THREE HOURS PER DAY OF NON AVAILABILITY OF SERVICE WHICH SHALL BE AT A RATE OF THE PRO-RATA FIXED CHARGE PER HOUR AND BEYOND THREE HOURS OF NON AVAILABILITY OF SERVICE SHALL BE AT A RATE OF THE PRO-RATA FIXED CHARGE PER DAY.

PRO-RATA FIXED CHARGE PER DAY MEANS THE FIXED CHARGE PER MONTH AS PER ITEM- 10 OF PART-II (SOQ), DIVIDED BY 30 (THIRTY) DAYS.

PRO-RATA FIXED CHARGE PER HOUR MEANS THE AMOUNT ACCRUED AS PER ITEM 10 OF PART-II (SOQ), DIVIDED BY 30 (THIRTY) AND AGAIN DIVIDED BY 8 (EIGHT) HOURS.

8. PERIODIC INSPECTION:

- A) ON INITIAL PLACEMENT.
- B) EVERY 3 (THREE) MONTHS THEREAFTER OR AS AND WHEN CONSIDERED NECESSARY BY THE COMPANY ENGINEERS DURING THE TENURE OF CONTRACT AGREEMENT.

9.NON COMPLIANCE OF ABOVE MENTIONED AT SL NO. 7 PENALTY SHALL BE IMPOSED 20 PER CENT OF THE FIXED CHARGE ON PRO-RATA BASIS PER DAY.

10.THE WORK SHALL BE CARRIED OUT ON THE BASIS OF THE WORK ORDER, WHICH WILL BE RAISED EVERY MONTH.

11. WORKING TIME OF THE VEHICLE: 8 HOURS DAILY.

12. BIDDER SHOULD PROVIDE THE LABOUR CLEARANCE CERTIFICATE FROM ALC,AFTER WHICH ONLY THE WORK ORDER WILL BE ISSUED.

13. THE EXTENT OF THE WORK TO BE CARRIED OUT SHALL BE REGULATED BY HEAD-MEDICAL SERVICES OR HIS AUTHORISED REPRESENTATIVE AT PUBLIC HEALTH OFFICE.

14. THE CONTRACTORS MUST PAY THE PREVAILING WAGES TO THE LABOURERS. NON COMPLIANCE OF THE SAME WILL LEAD TO TERMINATION OF THE CONTRACT.

15. TIME TO TIME STATUTORY INCREASE OF MINIMUM WAGES RATES AS SPECIFIED BY RLC/ALC SHALL BE COMPLIED STRICTLY BY CONTRACTOR.

16. P.F CONTRIBUTION, UNDER THE EMPLOYEES' PROVIDENT FUND AND MISCELLANEOUS PROVISIONS ACT, 1952, OF LABOURERS / MONTH SHALL BE COMPLIED AND NECESSARY DOCUMENTS OF THE SAME SHALL BE FURNISHED TO THE DEPARTMENT ALONG WITH THE MONTHLY BILLS AND UNLESS FURNISHED, THE MONTHLY BILL WILL NOT BE PROCESSED AND NECESSARY ACTION SHALL BE TAKEN AGAINST THE CONTRACTOR FOR NON COMPLIANCE OF THE SAME.

17. MONTHLY WAGES PAYMENT OF THE PREVIOUS MONTH TO THE LABOURERS SHALL BE MADE ON OR BEFORE 7TH DAY OF EVERY CORESPONDING MONTH AND THE SAME SHALL BE STRICTLY COMPLIED BY THE CONTRACTOR.

18. PROVISION FOR MATERIALS: CONTRACTOR SHALL PROVIDE ALL THE FOLLOWING MATERIALS TO THE LABOURERS FOR SMOOTH OPERATIONS OF THE WORK:

- (i) SCRUIZER: 2 NOS./YEAR x 2 YEARS = 4 NOS IN 2 YEARS
- (ii) FORK(LARGE SIZE): 15 NOS./3 MONTHS X 2 YEARS = 120 NOS. IN 2 YEARS.
- (iii) BELCHA : 15 NOS./6 MONTHS x 2 YEARS = 60 NOS. IN 2 YEARS
- (iv) DAOLI : 15 NOS./3 MONTHS x 2 YEARS = 120 NOS. IN 2 YEARS
- (v) KODALI : 15 NOS./3 MONTHS x 2 YERAS = 120 NOS. IN 2 YEARS
- (vi) BUCKET : 15 NOS./6 MONTHS x 2 YEARS = 60 NOS. IN 2 YEARS
- (vii) CONTAINER : 6 NOS./3 MONTHS X 2 YEARS = 48 NOS. IN 2 YEARS.

19. SAFETY APPLIANCES:

- i) RAIN SUIT : 1 NO./YEAR X 14 LABOURERS X 2 YEARS = 28 NOS.
- (ii) SAFETY BOOT : 1 PAIR/YEAR X 14 LABOURERS X 2 YEARS = 28 PAIRS.
- (iii) OVERALL (FULL SIZ): 1 NO./YEAR X 14 LABOURERS X 2 YEARS = 28 NOS.
- (iv) HAND GLOVES : 14 PAIRS/4 MONTHS X 2 YEARS = 84 PAIRS
- (v) MUSK : 14 NOS./4 MONTHS X 2 YEARS = 84 NOS.

20. VARIATION IN THE OFFERED RUNNING CHARGE WILL BE EFFECTIVE PROVIDED FUEL (DIESEL) PRICE CHANGES PLUS OR MINUS 5% (FIVE PERCENT) OVER THE TENDERED PRICE OF FUEL. THE VARIATION WILL BE CALCULATED @ 0.25 PER KM FOR VARIATION OF RS. 1.00 PER LITRE FUEL PRICE.

The following Bid Rejection Criteria & Bid Evaluation Criteria will govern the evaluation for the tender:

BID REJECTION CRITERIA

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

Bidder's experience:

Bidder must have experience of having successfully completed works of Job with PSUs/Central govt./ State govt. Organisation in last (seven) years ending last date of the month previous to the one in which applications are invited.

1. Single contract of minimum value of Rs. 35,08,700.00
or
2. Two contracts of minimum value of Rs. 21,92,950.00 each
or
3. Three contracts of minimum value of Rs. 17,54,350.00 each

ii) Average annual financial turnover during the last 3 (three) years, ending 31st March, 2013, should be atleast Rs.13,15,750.00

NOTE : "Similar nature of jobs" mentioned above means, experience in supply of vehicles (truck) with PSU/ Central govt./State Govt Organisation.

III) Bidder must submit all necessary documents related to experience and turnover.

IV) Documentary evidence:

(C) For proof of Annual Turnover, any one of the following documents (**self-attested/attested**) must be submitted along with the bid:-

(a) A certificate issued by a practicing Chartered/ Cost Accountants Firm with membership no. and firm registration no. certifying the Average Annual Turnover for last 03 years ending March 2013 and nature of business.

OR

(b) Copy of Audited Profit and Loss account for last 03(three years) ending March'2013.

(D) For proof of experience, the bidder must submit the following as documentary evidence duly (**attested/self-attested**)

(a) For OIL Contractors, copy of "Certificate of Compliance (COC)"/ "Certificate of Payment (COP)"/"Service Entry Sheet (SES)s" of successfully completed job must be submitted as per BRC Clause 1.a above. It may be clearly noted that simply mentioning of OIL Contract Number/Work Order number will not be accepted.

(b) For other bidders, Completion certificate issued by any other public sector undertaking /Govt organization in last 7 (seven) years should clearly show the following:

- o Gross value of the job done.
- " Contract Number & Date
- o Nature of Job done
- o Contract Period.

V) Vehicle, TATA LPT/1613/48 697 TCIC Euro-II tilt cab truck or equivalent manufactured not earlier than 01/01/2008 for collection and transportation of garbage daily and registered in the name of the bidder who has purchase the bid document. The vehicle engine and body should be in good running conditions. The bidder should submit the attested copies of following documents along with the bid. Otherwise the offer will be rejected.

- i) Registration certificate
- ii) Up-to-date insurance certificate
- iii) Up-to-date fitness certificate
- iv) Up-to-date vehicle permit
- v) Up-to-date pollution certificate
- vi) Vintage of vehicle

In case the bidders wants to provide brand new vehicle against the tender, the Mobilisation period in case of Brand

New Vehicle will be 90 days from date of issue of LOA and the documents noted in point V under BRC will not be applicable. The mobilization period for readily available vehicle is 21 days from date of issue of LOA.

The bidders who will be offering brand new vehicles will have to submit a declaration along with the bid that he will be placing brand new vehicles registered after issue of LOA if he is allocated the job and any bidder who does not provide this declaration his bid will be rejected.

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

VII) Bid documents purchased from OIL only will be considered as valid. Documents directly downloaded from WEBSITE or any other source will be summarily rejected. Bidder to submit the purchased bid document from OIL duly signed with seal, while submission of offers with credentials

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. In case of identical lowest offered rate by more than 01(one) bidder, the selection will be made by draw of lot amongst the bidders offering the same lowest price.

3. While quoting, FOLLOWING INFORMATIONS ARE TO BE FURNISHED BY THE BIDDER:

I) PREVAILING MINIMUM WAGE RATE QUOTED RS. _____

II) PERCENTAGE OF WAGE COMPONENT AGAINST ITEM NO. (WHERE THERE IS LABOUR ELEMENT).

10: _____ %

20: _____ %

III) PF INCORPORATED / NOT CORPORATED AGAINST ITEM NO. (WHERE THERE IS LABOUR ELEMENT)

10: YES/NO

20: YES/NO

IV) P.F. CODE OF THE BIDDER: _____

V) TENDERED FUEL COST IS RS. 59.40 AS ON 01.04.2014.

CC. Commercial:

3.1 Bids are invited under Open -Single Stage Composite System.

3.2 Bidders must offer firm rates in Indian Rupees only. Rates quoted by the successful bidder must remain firm during the entire period of execution of the contract and not subject to variation on any account whatsoever. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

3.3 Bid security as specified shall be furnished along with the bid. Any bid not accompanied by the proper bid security will be rejected, except those are exempted.

3.4 Bids must be kept valid for a minimum period of 180 days from the date of scheduled bid closing. Bids with

To
 HEAD-CONTRACTS
 Oil India Limited
 DULIAJAN

SUB:SAFETY MEASURES
Tender No : DCO4104P15

Description of work/service :

Provision for engaging two (2) vehicles (truck) with labours for collection and disposal of garbage municipal solid waste (MSW) from Oil Township, Industrial and operational areas.

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