

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 system.

IFB No./ Bid Document Cost	Service Requirements	Issue of Bid Document/ Bid Security/ Bid Closing Date/Opening
DCO 4438P15 ₹ 500.00	Courier services for three years for Dispatch of In country and International mails extendable by another 01 year.	04.08.2014 to 01.09.2014 upto 1530 Hrs ₹ 4650.00 02.09.2014

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.: DCO4438P15

Date: 30.07.2014

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
Hiring Courier services for three years for Despatch of Incountry and International mails.	ADMINISTRATION DEPTT	The period of contract shall be Three (03) years from the date of issue of letter of intent/ work order or as may be mentioned therein. Further contract period may be extended by another one year on same rates, terms and conditions.	02.09.2014 4,650.00 (RUPEES FOUR THOUSAND SIX HUNDRED FIFTY 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
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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 considered 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 received 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

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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

DCO4438P15

DESCRIPTION OF WORK/SERVICE :-

Hiring Courier services for
 three years for Despatch of
 Incountry and International mails.

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 156 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 :-

Contractor

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Company

SIGNED & DELIVERED FOR AND
ON BEHALF OF

----- by the hand

of -----
its Partner/Legal Attorney

And in presence of

Date : _____

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Date _____

(Signature of Contractor or
his legal Attorney)

(Full Name of Signatory)

(Seal of Contractor's Firm)

(Signature of witness)

(Full Name of Signatory)

Address:

(Signature of Acceptor)

Designation _____

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

WORKS CONTRACT

Tender No. DCO4438P15

SOQ - 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	NE STATES (Low weight) upto 250 gms	Number	1,200.000		
20	NE STATES (Low weight) 250-500 gms	Number	800.000		
30	NE Every Additional 250 gms above 500 gm	Number	300.000		
40	NE STATES (Heavy weight) 2-5 Kgs	Number	150.000		
50	NE STATES (Heavy weight) 5-10 kgs	Number	50.000		
60	Above 10 Kgs NE States	Kilogram	150.000		
70	NATIONAL (Low weight) upto 250 gms	Number	5,000.000		
80	NATIONAL (Low weight) 250-500 gms	Number	3,000.000		
90	NATL Every Additional 250 gms above 500 gm	Number	900.000		
100	NATL (Heavy weight) 2-5 Kgs	Number	450.000		
110	NATL (Heavy weight) 5-10 Kgs	Number	150.000		
120	NATL Above 10 kgs	Kilogram	150.000		
130	INTERNATIONAL upto 500 gms	Number	120.000		
140	INTL Above 500 upto 2 kgs	Number	30.000		
150	Every additional 1 kg above 2 kgs	Kilogram	30.000		

Total Amount(Rs):

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

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WORKS CONTRACT

Special Conditions of Contract(SCC)

Tender No.: DCO4438P15

The Scope of Work includes but not limited to the following:

1. The Contractor/agency shall collect all documents/papers/parcels primarily from office of Administration Department, OIL Duliajan, or any other office of Duliajan as required by the company and notified to contractor/agency during the specified Office Hours (07:00 AM to 03:30 PM on week days and 07:00 AM to 11:00 AM on Saturdays) on daily basis without payment of any extra transportation charges.

2. The contractor/agency will arrange transportation and delivery of the couriers to any destination stations including all offices of OIL (outside Duliajan), major Indian cities/towns and International locations within specified time limit.

3. The Contractor/agency shall arrange to have consignment notes prepared for each document/envelop/parcel/package/bundle indicating consignee#s and consignor's full name and address, OIL's job number, weight of each consignment, date of collection, etc. and shall hand over one copy of the consignment note to the collection Centre before taking the consignment from each collection Centre.

4. The Contractor/agency shall ensure that durable water-proof air bags and cardboard cartons of different sizes and of adequate strength are provided at the Collection Centres as per requirements. No documents/paper/parcel shall be held back for despatch through courier service for want of water proof air bags/cartons.

5. The contractor/agency will arrange collection, transportation and delivery of the articles at destination stations. The consignments should be necessarily delivered within the following time limits as given below:

- i. Duliajan to/from Delhi/Noida : 72 hrs
- ii. Duliajan to/from Jodhpur : 96 hrs
- iii. Duliajan to/from Guwahati : 48 hrs
- iv. Duliajan to/from Kakinada : 96 hrs
- v. Duliajan to/from Kolkata/Bhubaneswar : 72 hrs
- vi. Duliajan to/from Aizwal : 72 hrs

Other than above:

- a. At any destination within North Eastern states : 72 hrs
- b. At all national locations other than North Eastern states : 96 hrs
- c. At all Major International Cities : 120 hrs.
- d. At non major International Cities : 168 hrs

However, except Saturdays, Sundays and National holidays, force majeure shall not be taken into account while computing the stipulated time limit.

6. Extra time beyond permitted delivery time, as indicated above, will be given in case of delay in landing of scheduled flights/trains due to rain, fog, etc., against documentary evidence, without imposing any penalty.

SPECIAL CONDITIONS OF CONTRACT

1. The contractor/agency will be solely and fully responsible for any consequences and claim(s) under the law arising out of any accident caused by their personals to the equipment/property/personnel of OIL or its authorized occupants. He shall also be responsible for any claim/injuries sustained by any third party (ies) including its own life/injuries/property etc.

2. The contractor/ agency should ensure that the manpower so deputed under the contract shall abide by the existing security and safety rules/regulations/ precautions as per instructions given from time to time. The contractor / agency and its staff may also be required to pledge secrecy and non-divulgence of the nature of the work of OIL that may prejudice the interest of OIL. Contractor / agency shall also ensure to engage persons by him whose character and antecedent have been got verified by him and give a certificate in this regard to OIL along with any change of its staff.

3. The personnel to be deputed imparting services by the contractor for carrying OIL's contractual obligations shall maintain punctuality and discipline. If any person(s) engaged by the contractor/agency is found to be undisciplined and/or is misbehaving with OIL's officers/staff/authorized representatives, & is under the influence of any intoxicant, OIL may ask the contractor/agency or his authorized representative to replace such persons(s) failing which the persons(s) may not be accepted for duty of OIL. The time lost due to such eventualities shall be entirely to the contractor/agency's risk and cost and shall attract liquidated damages under this contract.

4. The contractor/agency shall be exclusively liable for non-compliance of the provision of any acts, laws, rules and regulations having bearing over engagement of labour (s)/Worker(s), directly or indirectly for execution of the work under the contract.

5. The contractor/agency shall ensure that its person(s) refrain from smoking or carrying any inflammable substances etc., at the installations, camp stations, stores yards etc., while on duty with OIL. The Contractor/agency's employees(s) shall ensure that they abide by usual and special rules regarding the safety and security measures while on duty with OIL as per directions of the representative of OIL, at the work site.

6. The contractor/agency (which shall include the contracting firm/company) shall be solely liable to obtain and to abide by all necessary license/permissions from the concerned authorities as provided under the Labour Law legislations.

7. OIL reserves the right to terminate the contract in full or in part at any point of time without assigning any reasons by giving 30(Thirty) days notice in writing. The contractor/agency shall not be entitled for any compensation by reasons of any such termination.

8. The award of contract to the successful tenderer will not entitle him/them exclusive right to give service to the entire company or different offices of OIL. OIL reserves the right to include parallel contract(s) at the same time, including the splitting of the present work amongst the tenderer(s) as per the OIL's decision which cannot be challenged by the tenderer(s), under any circumstances. OIL's decision in this regard shall be final and binding on the contractor/agency.

9. The contractor/agency shall not be allowed to sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever, in any circumstances.

10. The contract may be awarded to a single party, two parties or more than two parties.

INSURANCE CHARGES:

Insurance of items to be couriered would be the responsibility of the courier service provider.

QUOTED RATES

Bidders may ensure that the quoted rates are inclusive of all liabilities except Service Tax.

PENALTY

a) In case contractor/agency fails to deliver any documents/papers/parcel/ at any destination within the stipulated period, the company shall, apart from not making any payment for that particular consignment, recover penalty as given below:

- i. US \$100 or equivalent Indian Rupees per consignment on international sector
- ii. Rs. 1000/- per consignment (low weight category i.e. upto 2 kgs) for delivery in any part of the country except North eastern states
- iii. Rs. 1500/- per consignment (heavy weight category i.e. above 2 kgs) for delivery in any part of the country except North eastern states
- iv. Rs. 500/- per consignment (low weight category i.e. upto 2 kgs) for delivery within any destination in North eastern states.
- v. Rs. 1000/- per consignment (heavy weight category i.e. above 2 kgs) for delivery within any destination in North eastern states.

b) In case contractor/agency fails to collect within specified period from the respective locations any documents/parcels/papers etc. for delivery at any location/destination, the Company may make alternate arrangements at the risk & cost of contractor/agency besides charging OIL# administrative expenses @ 10% of the total expenditure incurred by the Company for delivery of the relevant document/parcel/packet.

c) Under no circumstances, the consignments collected for delivery should be lost / misplaced during transit. In case any consignment is undelivered for any reason whatsoever, the undelivered consignment must be returned to the centre from which it was collected within 4 days after expiry of time limit as prescribed under Scope of work. Late / non return of undelivered consignment will attract penalty as per clause no. (a).

PACKAGING and DELIVERY

1. Primary packaging would be done by OIL. However the necessary packaging required ensuring safe (i.e. safe from water / fire / handling) delivery of the packets to the destination would be done by the service provider.

2. Bidder#s representative shall ensure that each document/envelope/parcel/ packet/bundle is properly sealed with cello-tape as per instructions of the OIL Officer-in -charge of Dispatch (Cello-tape to be provided by the contractor at their cost) and recorded job wise in the respective consignment notes in the presence of Company's authorised representative as per requirement indicated herein above.

3. Bidder shall arrange to have consignment notes prepared for each document/envelope/parcel/ packet/bundle indicating consignees and consignor's full name and address. OIL's job number, date of collection etc. and shall hand over one copy of the consignment note to the collection Centre before taking the consignment from each collection Centre.

4. Bidder shall ensure that each consignment collected by them from any collection Centre is delivered at its destination within the contractual time schedule.

5. The bidder shall be responsible for the safe custody and delivery of the consignment.

Salient Features Of Eligibility Criteria :For IFB No. DCO 4438P15

The following BRC/BEC will be applicable for this IFB

I. BID REJECTION CRITERIA (BRC)

1. Bidder must have successfully executed & completed at least 'One (01) Order' for extending Domestic & International Courier Services in any 'Public Sector Undertaking' / 'Government Department' / 'Government Organization' for continuous service of minimum 02 years in the preceding Seven [07] Years ending the last day of the month previous to the one in which bids are invited. In support of above, the bidder must submit a copy of Work Order & Completion Certificate, duly certified by the competent Authority of the respective organization.

2. The bidder should have an average Annual Turnover of minimum Rs 2,78,500.00 during the last three years, ending 31st March 2013, duly certified by practicing Chartered Accountant/ Cost Accountant mentioning the membership number and Firm Regd. Number

3. The bidder should have national presence and submit a list of its offices across the country along with those with whom it has tie-ups, if any. The Bidder should have offices at OIL's operating places namely Noida, Delhi, Aizawl, Guwahati, Bhubaneswar, Jodhpur, Kakinada and should submit evidence for the same. Further, the bidder (courier service agency) should have minimum 1 regional/zonal hub in each region (i.e. East, West, North, South and Central) in the country and one collecting hub/city office in Guwahati.

4. The bidder should have an independent web based online tracking system that will enable the company to trace/keep track of whereabouts of the couriers from source to destination. The software should be installed in the computer system used in the courier handling office for managing the courier services of OIL. No third party tracking system will be accepted.

5. Bidder should have either operations in foreign countries in addition to in country operations or a direct tie up with a foreign courier handling agency of repute for overseas services.

6. Bidder should have an office either in Duliajan or in any town within a radius of 60 kms including the following towns: Dibrugarh, Tinsukia, Digboi, Makum, Naharkatia with the following resources in their courier handling office:

6.1 Decent office with space of minimum 100 sq ft.

6.2 Minimum one computer

6.3 Minimum three employees

Bidder should provide a declaration certificate regarding the above office requirements.

7. The Bidder should have valid Employees State Insurance Corporation (ESIC) Registration Certificate for their employees. Copies of ESIC certificate and latest challan towards payment to ESIC Authorities must be submitted along with the bid. The bidder should submit the copy of PAN Card in the name of Company. The bidder must be registered with Service Tax authorities. Attested copy of the Registration certificate must be submitted with the bid.

8. Bids of those bidders who have tie ups with other national and international courier handling company should submit agreement of understanding for fulfillment of obligation under the contract as per format enclosed in Annexure 1.

9. Bids from Franchisee:

Bids from Franchisee can also be considered provided :

9.1 Franchisee meets the criteria as stipulated in points 1, 3, 4, 5, 6, 7.

9.2 Franchisee should have an average Annual Turnover of Rs 2,78,500.00 during the last three years, ending 31st March 2013, duly certified by practicing Chartered Accountant/ Cost Accountant mentioning the membership number and Firm Regd. Number

9.3 Parent company should have tie up with foreign courier handling agency established before 1st April, 2012. Details of such tie up agreement should be furnished.

9.4 However, in all cases if the Franchisee is dependent upon the experience of the parent company, then the parent company should have experience of operating/rendering services in North-East India w.e.f 1st April, 2012. With a view to ensure commitment and involvement of the parent company for successful execution of the contract, the participating bidder should enclose the valid Franchisee agreement between the parent company and the Franchisee and a Corporate Guarantee (as per format enclosed- Attached as Annexure-1) from the parent company to OIL for fulfilling the obligation under the contract.

9.5 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

10. Note to "BEC" [For Strict Compliance]:

[i] Bidders must furnish all relevant certificates/documents/information in support of their credentials to the above "eligibility criteria" along with the Offer, failing which the Offer may be summarily rejected.

[ii] Bidders not meeting any of the above-mentioned "eligibility criteria" shall be rejected without assigning any reason.

(B) 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:

(i) 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.

(ii) 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.

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

(iv) In case, if L-1 bidder happens to be more than one, contract will be awarded on the basis of draw of lots.

BB. COMMERCIAL:

1.1 Bids are invited under Single Composite bid system i.e., Technical as well as Commercial details together in single offer.

1.2 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.

1.3 Bid security shall be furnished as part of the technical bid. Any bid not accompanied by the proper bid security will be rejected, except those are exempted.

1.4 The Bid documents are not transferable. Bids submitted by parties to whom Tender was not issued will be rejected.

1.5 Bids received after the scheduled bid closing date and time will be rejected outright.

To
 HEAD-CONTRACTS
 Oil India Limited
 DULIAJAN

SUB:SAFETY MEASURES
Tender No : DCO4438P15

Description of work/service :

Hiring Courier services for
 three years for Despatch of
 Incountry and International mails.

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

Annexure 1

Format of Agreement between

- i. Bidder and Other company having Tie up
- or**
- ii. Franchisee and Parent Company

(To be made on Stamp Paper of requisite value and notarized)

This agreement made this _____ Day of _____ by and between _____ having its Registered Office at _____ herein after referred to as Bidder/Franchisee of the first part AND M/s _____, a Company organized and existing under the laws of _____ having a principal business office at _____ hereinafter referred to as "Other company having Tie Up / Parent Company" on the other part,

WHEREAS

M/s OIL INDIA LIMITED having its Headquarters at Duliajan-786 602, Dist: Dibrugarh, Assam (herein after referred to as OIL), has invited offers vide their Tender No. inviting offers from Vendors for Hiring Courier services for a Period of 3(three) years extendable by another 01 (one) year with same rates, terms and conditions.

AND WHEREAS

M/s _____, (Bidder/ Franchisee) intend to bid against the said tender and desires to have a financial and technical support of M/s _____ (Other company having Tie Up / Parent Company) and whereas Other company having Tie Up / Parent Company represents that they have gone through and understood the requirement of the above mentioned tender and are capable of and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows :

1. M/s _____, (Bidder/ Franchisee) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarifications etc. in this contexts.
2. M/s _____, (Other company having Tie Up / Parent Company) undertake to provide financial, technical support and expertise to support the bidder to discharge its obligations as per the Scope of Work of the tender/Contract for which the offer has been made by the bidder and accepted by the Other company having Tie Up / Parent Company.
3. However, the Other company having Tie Up should ensure the minimum services as noted below:
 - i. Transportation and delivery of the couriers to any destination stations including all offices of OIL (outside Duliajan), major Indian cities/towns and International locations as per the tie up agreement within specified time limit.

ii. The contractor/agency will arrange collection, transportation and delivery of the articles at destination stations.

The consignments should be necessarily within the following time limits as given below:

I. Duliajan to/from Delhi/Noida	: 72 hrs
II. Duliajan to/from Jodhpur	: 96 hrs
III. Duliajan to/from Guwahati	: 48 hrs
IV. Duliajan to/from Kakinada	: 96 hrs
V. Duliajan to/from Kolkata/Bhubaneswar	: 72 hrs
VI. Duliajan to/from Aizwal	: 72 hrs

Other than above :

a. At any destination within North Eastern states	: 72 hrs
b. At all national locations other than North Eastern states	: 96 hrs
c. At all Major International Cities	: 120 hrs.
d. At non major International Cities	: 168 hrs

However, except Saturdays, Sundays and National holidays, force majeure shall not be taken into account while computing the stipulated time limit.

Or

The Parent Company will be bound to ensure all the services and conditions complete with all respect under cover of the contract agreement with OIL.

iii. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the Contract in the event the Contract is awarded by OIL to the bidder.

iv. It is further agreed that for the performance of work during Contract period bidder and Other company having Tie Up / Parent Company shall be jointly and severally responsible to OIL for satisfactory execution of the Contract.

v. However, the bidder shall have the overall responsibility of satisfactory execution of the Contract awarded by OIL.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of Parent
Company/Bidder (having tie-up
with other company)

For and on behalf of Other
Company Having Tie up with
Bidder

(M/s _____)

(M/s _____)

Signature :

Signature :

Name :

Name :

Designation :

Designation :

Witness : 1

Witness : 1

Witness : 2

Witness : 2