

**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.

<b>IFB No./ Bid Document Cost</b>	<b>Service Requirements</b>	<b>Issue of Bid Document/ Bid Security/ Bid Closing/Opening date</b>
<b>DCO 6313 P15</b>  <b>Rs 500.00</b>	Dispatch of mails/consignment to in country destinations through Courier Service for a period of 01(One) year with provision for extension for another 01(one) year	<b>27.02.2015 to 30.03.2015</b> <b>Up to 1530 Hrs.</b> <b>Rs 5,700.00</b> <b>31.03.2015</b>

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 along with 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](http://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.: DCO6313P15

Date: 17.02.2015

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
Dispatch of mails/consignment to in country destinations through Courier Service for a period of 01(One) year with provision for extension for another 01(one) year.	MATERIALS DEPARTMENT, OIL, DULIAJAN, ASSAM	ONE YEAR WITH A PROVISION FOR EXTENSION BY ANOTHER ONE YEAR.	31.03.2015 5,700.00 (RUPEES FIVE THOUSAND SEVEN HUNDRED

- 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 unsuccessful 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 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

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

DCO6313P15

## DESCRIPTION OF WORK/SERVICE :-

Dispatch of mails/consignment to in country destinations through Courier Service for a period of 01(One) year with provision for extension for another 01(one) year.

## 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 52 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

-----

----- 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. DCO6313P15

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	Collection mails/consignments weighing from 0 grams to 250 grams from Materials Department of Oil India Limited for dispatch & delivery to in-country destinations.	Number	14,400.000		
20	Collection mails/consignments weighing from 0 grams to 1000 grams from Materials Department of Oil India Limited for dispatch & delivery to in-country destinations. (Mails/ Consignments weighing more than 250 grams to 1000 grams will fall/come under this category).	Number	3,600.000		
30	Collection of mails/consignments for dispatch & delivery to in country destinations weighing above 1000 grams against Item No / Line No: 2 for each segment / slab of additional 500 grams weight. (Note: Item No.3 is an extension / part item of Item No.2. For mails/consignments weighing above 1000 grams: for Base Price upto 1000 grams will be considered against Item/Line No. 2 and	Number	744.000		

for additional weight above  
1000 grams for  
each segment/slab of 500  
grams will be considered  
against Item/Line No:  
3.)

---

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 Department,  
 Duliajan, DISTRICT: DIBRUGARH  
 ASSAM, PIN: 786602

## **WORKS CONTRACT**

### Special Conditions of Contract(SCC)

Tender No.: DCO6313P15

---

#### **CORRUPT OR FRAUDULENT PRACTICES**

OIL requires that Contractor(s) observes the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) "Corrupt practice" means the offering, giving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Employer, and includes collusive practice among Bidders [prior to or after Bid submission] designed to establish Bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

(b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;

(c) Will declare a Firm ineligible and put on Holiday, either indefinitely or for a stated period of time if it at any time determines that the Firm has engaged in corrupt/fraudulent practices in competing for, or in executing a Contract.

#### **SPECIAL CONDITIONS OF CONTRACT [SCC]**

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 person(s) failing which the person(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, stores yards etc., while on duty with OIL. The Contractor/agency's employee(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 conclude parallel contract(s) at the same time, including the splitting of the present work amongst the tenderer(s) as per 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 divided between two 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 exclusive of Service Tax, which shall be paid as applicable.

#### PENALTY

a) In case contractor/agency fails to collect within specified period from the General Section of Materials Department 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. Further, if the Contractor/Agency fails to deliver any mail packet within the stipulated time mentioned in Point 5 of SCOPE OF WORK, 10% penalty per week or part thereof on that particular consignment will be charged / deducted from the bill for the delay in delivery beyond the stipulated time limit. In this connection, the decision of the Officer-in-Charge of Materials Department is final and binding on the Contractor / Agency.

b) 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 Materials Department 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

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. Service provider'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 authorized representative as per requirement indicated herein above.
3. Service provider 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.
4. Service provider shall ensure that each consignment collected by them from any collection centre is delivered at its destination within the contractual time schedule.
5. The Service provider shall be responsible for the safe custody and delivery of the consignment.

#### OFFICER-IN-CHARGE (OIC)

1. Officer-in-Charge of Admin Section of Materials Department of OIL will be the #Officer-in-Charge (OIC)# for the Work under the Contract.
2. The OIC along with his/her team shall look after general supervision and directions of the work. He / She will be authorized to stop the work, whenever such stoppage may be necessary to ensure proper execution of the Contract. He / She shall also have authority to reject all work, which do not confirm to the specifications.
3. The OIC reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account shall be entertained. In case of any dispute, the contractor may appeal to the OIC whose decision shall be final and binding.
4. The decision of OIC for determining the category of work with reference to material of an item not mentioned in the #Scope of Work# and/or #SOR# shall be final and binding on the contractor.

#### SCOPE OF WORK

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

1. The Contractor/agency shall collect all documents/papers/parcels from General Section of Materials Department of OIL, Duliajan on all official working days by 03.00 PM and on Saturday by 10.00 AM, on daily basis without payment of any extra transportation charges.
2. The contractor/agency will arrange transportation and delivery of the courier mentioned to any destination stations including all offices of OIL (outside Duliajan), major Indian cities/towns and destinations within India within the specified time limit.
3. The Contractor/agency shall arrange to have consignment notes prepared for each document/envelop/parcel/packet/bundle indicating consignee's and consignor's full name and address, OIL's Letter Reference Number, weight of each consignment, date of collection, etc. and shall hand over one copy of the Consignment Note to the Despatch Clerk before taking the consignment from Materials Department.
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 within India.

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

(i) Within the State of Assam : 72 hrs.

Within the Country (India) (Except Assam)

(ii) At Major Cities : 120 hrs.

(iii) At Non-major Cities : 168 hrs.

Note: Major Cities: Delhi / Noida, Kolkata, Mumbai, Chennai, Bangalore, Hyderabad.

: Non-major Cities: Cities other than above mentioned Major Cities with in India.

However, 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.

#### Annexure 1

Format of Agreement between 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 e-Tender No.#####.. inviting offers from Vendors for Hiring Courier services for a Period of 1 (One) 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 / Parent Company) and whereas Other company / 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 / 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 / Parent Company.

3. However, the Other company 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 Non-major Indian Cities/Towns 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) Within Assam : 72 hrs.

Within Country

(ii) At Major Cities(Delhi/Noida, Mumbai, Chennai, Kolkatta, Bangalore, Hyderabad): 120 hrs.

(iii) At Non-major Cities (Cities other than names Of Cities Mentioned in 3.ii (ii) above): 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 / 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 (Bidder) For and on behalf of (Other Company / Parent Company)

(M/s \_\_\_\_\_) (M/s \_\_\_\_\_)  
Signature : Signature :

Name : Name :

Designation : Designation :

Witness : 1 Witness : 1

Witness : 2 Witness : 2

Bid Rejection Criteria & Bid Evaluation Criteria for the tender.

BID REJECTION CRITERIA (BRC) :

1.0 The bid shall conform generally to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected.

2.0 The average Annual financial turnover of the bidder as per Audited Annual Report for the last 3 (three) years ending 31st March 2014 must be minimum of Rs. 3,39,588.00 (Rupees three lakhs thirty nine thousand five hundred eighty eight) only. Certified copies of audited Balance sheet and profit and loss account must be submitted as evidence along with Technical Bid.

3.0 The bidder must have experience of successful completion of undertaking Courier Service with Central Govt. /Public sector unit for which documentary evidence must be provided. Further, this experience shall be for either of the following value during last 7 years ending last day of month previous to the one in which bids are invited:

i) Completion of three contracts each costing not less than Rs.4, 52,784.00(Rupees four lakhs fifty two thousand seven hundred eighty four) only each.

OR

ii) Completion of two contracts each costing not less than Rs.5, 65,980.00(Rupees five lakhs sixty five thousand nine hundred eighty) only each.

OR

iii) Completion of one contract costing not less than Rs.9, 05,568.00(Rupees nine lakhs five thousand five hundred sixty eight) only.

4.0 The bidder should have national presence and submit a list of its offices across the country. Further, the bidder (courier service agency) should have minimum 1(one) 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.

5.0. Bids of those bidders who have tie ups with other courier handling company shall not be accepted.

6.0 The bidder should have an independent web based online tracking system in the name of bidding courier company that will enable the company to trace / keep track of whereabouts of the docket 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 (Documentary evidence to be provided).

7.0 Bidder should have an office in Duliajan. Documentary evidence in this regard is to be provided.

8.0 The Bidder should have valid PF and Employees State Insurance Corporation (ESIC) Registration Certificate for their employees. Copies of PF and ESIC certificate and latest challan towards payment to PF and 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.

9.0 Bids from Franchisee:

Bids from Franchisee can also be considered provided:

9.1 Franchisee meets the criteria as stipulated in above points 1, 2, 3, 4, 5, 6 & 7.

9.2 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 in Annexure-1) from the parent company to OIL for fulfilling the obligation under the contract.

#### ANNEXURE 1

Format of Agreement between 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 e-Tender No.#####. Inviting offers from Vendors for Hiring Courier services for a Period of 1 (One) 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 / Parent Company) and whereas Other company / 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 context.
  2. M/s \_\_\_\_\_, (Other company / 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 / Parent Company.
  3. However, the Other Company 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 Non-major Indian Cities/Towns 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) Within Assam: 72 hrs.
      - Within Country
      - (ii) At Major Cities (Delhi/Noida, Mumbai, Chennai, Kolkata, Bangalore, Hyderabad): 120 hrs.
      - (iii) At Non-major Cities (Cities other than names Of Cities Mentioned in 3.ii (ii) above): 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 / 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 (Bidder)      For and on behalf of (Other Company / Parent Company)

(M/s \_\_\_\_\_)

Signature:

Name:

Designation:

Witness: 1

Witness: 2

(M/s \_\_\_\_\_)

Signature :

Name :

Designation:

Witness: 1

Witness: 2

### **Bid Rejection Criteria & Bid Evaluation Criteria for the tender.**

#### **BID EVALUATION CRITERIA ( BEC) :**

1.0 The bids conforming to the terms and conditions stipulated in the tender documents and considered to be responsive after subject to the Bid Rejection Criteria will be considered for further evaluation

2.0 All the rates must be quoted in words as well as in figures. For any difference between words and figure in the quoted rates, company will accept the rates written in words only which will be binding on the bidder.

3.0 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.

4.0 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.

#### **C. 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.

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

1.7 Bids must be kept valid for a minimum period of 180 days from the date of scheduled bid opening. Bids with inadequate validity will be rejected.

1.8 Bids shall be typed or written in indelible ink failing which the bid will be rejected.

1.9 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder and should be initialed by the bidder. Any bid not meeting this requirement shall be rejected.

1.10 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.

1.11 The Company also reserves the right to cancel/withdraw the Tender without assigning any reasons to the bidders, for which no compensation shall be paid to the bidder. The bidder must confirm their acceptance to this clause in their respective bids.

D. 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 bids, 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 Department,  
Duliajan, DISTRICT: DIBRUGARH  
ASSAM, PIN: 786602

**WORKS CONTRACT**

Schedule of company's Plants, Materials and Equipments

Tender No.: DCO6313P15

---

NOT APPLICABLE.

To  
 HEAD-CONTRACTS  
 Oil India Limited  
 DULIAJAN

SUB:SAFETY MEASURES  
Tender No : DCO6313P15

Description of work/service :

Dispatch of mails/consignment to in country destinations through Courier Service for a period of 01(One) year with provision for extension for another 01(one) year.

Sir,

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

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

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

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

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

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

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's 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