

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Udyan Vihar, Narengi, Guwahati,
Assam

SANKAR BARUAH
NARENGI
GUWAHATI - 781026
Assam
India

TENDER NOTICE NO.: GCO7637L08

Date: 27.12.2007

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
Services of packing, loading/off-loading and other Materials handling jobs at Materials Department, PHQ, Narengi. Period one year-extendable by another one year. Quantities mentioned are tentative requirement only. However, payment will be made on actual basis.	Materials Department, PHQ, Narengi.	One year with a provision of extension for another one year.	31.01.2008 2,500.00 (RUPEES TWO THOUSAND FIVE HUNDRED 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

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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 PHQ, GUWAHATI. 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.

3.0 Tenders will be received upto 12:00 AM (IST) on the date as mentioned above and opened on the same day at 12:00 AM (IST) at '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.

For GM(PLS)

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Assam

WORKS CONTRACT

GCO7637L08

DESCRIPTION OF WORK/SERVICE :-

Services of packing, loading/off-loading and other Materials handling jobs at Materials Department, PHQ, Narengi. Period one year-extendable by another one year. Quantities mentioned are tentative requirement only. However, payment will be made on actual basis.

PART - I CONDITIONS OF CONTRACT

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

WITNESSETH:

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

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

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

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

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

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

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be

demolished or rectified by any other means at the Contractor's expenses.

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

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

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

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

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

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

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

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

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

8. The Contractor must complete the work within 0 weeks of the written order to commence work. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 15% (fifteen p.c) of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 15% (fifteen percent) of total contract cost.

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

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

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

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

10. The tendered all-inclusive Price (i.e. the Contract price) is Rs. _____
(Rupees _____

_____ only.) but the Company shall pay the Contractor only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

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

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

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

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

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

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

16. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities.

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

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

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

20. Special Conditions

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

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

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

21. ARBITRATION :

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

Place of Arbitration : PHQ, GUWAHATI .

22. FORCE MAJEURE :

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

23. LB VERIFICATION REPORT AND SECURITY REVIEW :

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

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

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

SIGNED & DELIVERED FOR AND ON BEHALF OF

(Signature of Contractor or his legal Attorney)

----- by the hand

(Full Name of Signatory)

of -----
its Partner/Legal Attorney

(Seal of Contractor's Firm)

And in presence of

(Signature of witness)

Date : _____

(Full Name of Signatory)

Address:

(Signature of Acceptor)

Designation _____

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Date_____

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WORKS CONTRACT

Tender No. GCO7637L08

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

Service Line No.	Description of Work	Unit in Words	Quantity	Rate per Unit (Figures & Words)	Amount
10	Making of wooden boxes and packing of various materials in the boxes. The job also involves making of a packing list and marking of the boxes.	Cubic meter	127.000		
20	Making of wooden crates and packing of various materials in the crates. The job also involves making of a packing list and marking of the boxes.	Cubic meter	127.000		
30	iii) Packing of various materials with Hessian cloth. The job also involves making of a packing list and marking of the packet.	Packing of various	Cubic meter	170.000	
40	Packing of various materials in Cartons. The job also involves making of a packing list and marking of the cartons.	Number	750.000		
50	Loading/off-loading/Shifting of cement including proper stacking at loading/off loading point.	Bag	14,000.000		
60	Loading /off-loading/Shifting of drummed materials weighing more than 100 kg each like lube oil, bitumen in to/from vehicles. The job also involves i) Receiving, rolling and stacking of the drums as instructed.	Number	2,500.000		

70	<p>ii)Checking of the contents including dip measurement/weightment etc. iii) Decanting of the leaking drums in to empty drums/jars/carboys etc. Loading /off-loading/Shifting of drummed materials weighing less than 100 kg each like foam, gas cylinders etc. in to /from vehicle. The job also involves i) Receiving, rolling and stacking of the drums as instructed. ii)Checking of the contents including dip measurement/weightment etc. iii) Decanting of the leaking drums in to empty drums/jars/carboys etc.</p>	Number	1,000.000
80	<p>Loading/off-loading/Shifting of other various stores materials in to/from vehicle.</p>	Metric Tonne	1,000.000
90	<p>Handling of various stores materials i.e inner/outer wrap, lube oil/bituman coaltar enamel, CGI sheet, Plain sheet etc. removing from existing stack/position etc. measuring, weighing if required and re-stacking in to fresh stacks. Handling of loose cement by sweeping, collecting, screening re-bagging as required.</p>	Months	12.000
100	<p>Cleaning of office building and Godowns including cleaning of Glass panes of doors & windows.</p>	Months	12.000
110	<p>Receipt of various materials from Vendors which include opening Of wooden boxes, taking out the contents counting, measuring, laying of the same etc. as directed.</p>	Months	12.000
120	<p>Covering/uncovering of loaded trucks with tarpaulin and tying the same with the body of the vehicle</p>	Number	150.000

by rope.Per truck

Total Amount(Rs):

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

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WORKS CONTRACT

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	ii)Checking of the contents including dip measurement/weightment etc.		
	iii) Decanting of the leaking drums in to empty drums/jars/carboys etc.		
70	Loading /off-loading/Shifting of drummed materials weighing less than 100 kg each like foam, gas cylinders etc. in to /from vehicle. The job also involves i) Receiving, rolling and stacking of the drums as instructed. ii)Checking of the contents including dip measurement/weightment etc. iii) Decanting of the leaking drums in to empty drums/jars/carboys etc.	Number	1,000.000
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90	Handling of various stores materials i.e inner/outer wrap, lube oil/bituman coaltar enamel, CGI sheet, Plain sheet etc. removing from existing stack/position etc. measuring, weighing if required and re-stacking in to fresh stacks. Handling of loose cement by sweeping, collecting, screening re-bagging as required.	Months	12.000
100	Cleaning of office building and Godowns including cleaning of Glass panes of doors & windows.	Months	12.000
110	Receipt of various materials from Vendors which include opening Of wooden boxes, taking out the contents counting, measuring, laying of the same etc. as directed.	Months	12.000
120	Covering/uncovering of loaded trucks with tarpaulin and tying the same with the body of the vehicle	Number	150.000

by rope.Per truck

Total Amount(Rs):

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

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WORKS CONTRACT

Particular Specifications and Instructions

Tender No.: GCO7637L08

- 1.0 The contractor shall provide labourers to carry out the jobs on daily basis as per the scope of work as detailed.
- 2.0 Any Loss incurred by the company due to improper/wrong handling of stores materials is to be borne by the contractor.
- 3.0 All the persons engaged by the contractor for carrying out company's operations under this contract shall abide by all safety rules and regulations of the company.
- 4.0 The contractor labourers must be in a fit mental and physical condition and should not be under influence of any intoxication. The contractor labourers should maintain strict discipline and good order. Should the company feels that the conduct of any of the contractor personnel is detrimental to company's interest, the contractor shall have to remove and replace such employees at his expense within 3(three) days from the time of instruction.
- 5.0 All statutory taxes levied by the central and state Government or any other competent authority from time to time will be borne by the contractor and the amount of contract will be deemed to be inclusive of all the tax liabilities.
- 6.0 The contractor must provide safety gears such as safety boots, hand gloves and other safety appliances to the labourers engaged by him for safe handling of materials at their cost.
- 7.0 The services will be required on daily basis throughout the year. The normal service hours being 7.00 AM to 11.30 AM and 1.00 PM to 3.30 PM.
- 8.0 Services may also be required on Sundays/Holidays on emergency requirement.
- 9.0 The services will have to be rendered to the entire satisfaction of Addl.Chief Materials Manager(PL) or his representative who will direct,guide and supervise the work.
- 10.0 The contractor or his authorized representative must meet DMM(PL), the authorized representative of Addl.Cheif Materials Manager(PL) at least once a day for reviewing the performance and to receive all such instructions pertaining to work.

Failure on the part of the contractor or his representative to meet DMM(PL) for receiving such instructions will be deemed as a failure in providing service as per the instructions.

11.0 BID EVALUATION CRITERIA

Bid will be evaluated as per total cost quoted by the bidders.