

OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. Duliajan-786 602(Assam)

OIL INDIA LIMITED, a premier Public Sector Enterprise of Govt. of India engaged in drilling and exploration activities for hydrocarbon invites Sealed quotations under Single stage Two Bid tendering system from experienced and established firms / contractors meeting the requisite criteria for the under mentioned work.

Description of Works

Tender No.DCC5437P10

Construction of RCC mattress and drain at New Industrial Area, Duliajan. Including supply of all materials except cement.

2.0 The interested contractors / firms should send the applications for issue of tender documents addressed to HEAD (CONTRACTS), OIL INDIA LIMITED, Duliajan-786602, District - Dibrugarh, Assam. Application may be sent by post. However, for the delay in receipt or non-receipt of the same, Head (Contracts) will not be responsible.

3.0 **Issue of Tender Documents**

Prescribed Tender Documents (non-transferable) are to be purchased from the office of HEAD (CONTRACTS), OIL INDIA LIMITED, P.O. DULIAJAN - 786602, within office working hours from 21st October to 10th November' 2009, on application along with non-refundable Tender Fee amounting to Rs.2000.00 (Rupees Two thousand only) through a Crossed Demand Draft / Banker's Cheque in favour of "Oil India Limited" payable at Duliajan. Applicant can also deposit the tender fee directly in UBI / UCO / SBI / ALLAHABAD / CANARA Banks (Duliajan Branch) and proof of such deposit must be furnished along with the application of tender documents. The details of tenders are available at Website www.oil-india.com.

4.0 **Eligibility Criteria**

Interested contractors / firms shall have to submit the following documents to qualify for opening of the Price Bid -

(a) Experience of having successfully completed similar works with CPWD, Railways, APWD, APPWD, MES, NRL, ONGCL, OIL or any other Government Organization / Public Sector Undertaking. The minimum value of contract job executed successfully during the last seven (07) years as on the last date of the month previous to the bid closing date:

One single contract job of value of Rs.47.00 Lacs
Or

Two contract jobs of value of Rs.29.00 Lacs each.
Or

Three contract jobs of value of Rs.23.50 Lacs each

(b) Average Annual Financial Turnover during the last three (03) years, ending 31st March 2009 should be at least Rs.17.50 Lacs. The proof of Annual Turnover should be either in the form of Audited Balance Sheet or Certification from Chartered / Cost Accountant firm along with Profit and Loss account indicating their membership / code.

(c) PF code number issued by the appropriate Govt. Authority or exemption certificate from the concerned authority or a declaration in stamped paper that provisions of the PF Act are not applicable to him / them and in case the PF is to be deposited later on, the same will be deposited by the bidder.

(d) PAN and VAT Registration number.

(e) Documentary evidence in support of sound financial standing and Bank Account number from any Nationalized Bank.

(f) Ownership in their own name / firm OR must produce an undertaking / affidavit from the owners for providing services of the following minimum numbers of equipment for satisfactory completion of location preparation jobs on stamped paper –

- | | | |
|------|--------------------------|-----------------|
| (i) | Sump pump | One (01) number |
| (ii) | Concrete mixing machine. | One (01) number |

(g) All the certificates and documentary evidences submitted in support of paragraph 4.0(a), 4.0(b), 4.0(c), 4.0(d), 4.0(e), 4.0(f) above should be clearly legible and duly attested by gazetted officer along with official seal. This will be applicable for all contractors / firms including OIL Registered contractors. However, Class “A” Contractors registered with Oil India Limited (OIL) need not submit documentary evidence in support of 4.0(a), 4.0(b), 4.0(c), 4.0(d) & 4.0(e) but must submit documents in support of 4.0(f) above. **illegible / Incomplete certificates or documents will not be considered for evaluation.**

(h) Company has the right to check the original certificates / documents at any point of time if desired and the required documents should be produced for authentication.

5.0 **Note:**

(a) “**Similar work**” mentioned in Para-4.0(a) above means the following:

- | | |
|------|---|
| (i) | Construction RCC foundations, RCC buildings, Boundary walls, Bridges. |
| (ii) | Construction of Drilling Locations, in totality. |

(b) Documentary evidences of job experiences as stated above should be in the form of Completion Certificate(s) and should be supported with respective attested photocopies of Letter of Intent / Allotment letter/ Work-Order / Notice to Proceed work.

(c) Non-submission of the documents as specified in all the paragraphs above will result in rejection of bids.

6.0 **Ernest Money**

All tenderers shall deposit the requisite EARNEST MONEY of Rs.29,500.00 (Rupees Twenty nine thousand five hundred only) along with the Un-priced Techno-Contractual part of the Tender Document in the form of Demand Draft / Banker's Cheque / Bank Gurantee in favour of Oil India Limited and payable at Duliajan. Earnest money can also be deposited in cash in favour of Oil India Limited directly in UBI / UCO /

SBI / ALLAHABAD / CANARA Banks (Duliajan Branch) and proof of such deposit must be furnished along with the aforesaid tender document. OIL registered "A" class contractors need not deposit Earnest money. 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 below.

Tenders received without earnest money or inadequate amount or not in the manner specified above will be summarily rejected

7.0 Before submission of bids, the tenderer is advised to inspect the work site with permission from Head (Civil) or his representative, to assess the nature and extent of work and the conditions under which it will be carried out. He may also seek such clarification from this office as are deemed necessary.

8.0 No bidder shall withdraw the tender after its public opening. Any such withdrawal will make the tenderer liable to forfeit his Earnest Money in full and be debarred from further tendering at the sole discretion of the Company and the period of debarment in no case shall be less than 6 (six) months.

9.0 The tender must be valid for 180 (One Hundred and Eighty) days from the date of opening of the Techno-Contractual Bid.

10.0 Conditional tenders are liable for rejection at the sole discretion of the Company.

11.1 The bidders should quote their rates against individual items. The rates shall be quoted within (+/-) 10% on the internal estimate against individual items as specified in Schedule of Works(Part-II) subject to the limit of overall percentage from (-10%) to at par of the internal estimated contract cost. However the bids with overall percentage quoted at below (-10%) and above the internal estimated cost will be rejected outright. The rates shall be in figures as well as in words. No overwriting shall be allowed, but all corrections must be inserted in the blank space above the figure / word and must be initialed. In case of discrepancy, the rates quoted in words shall be considered. In case of any identical situation, the L-1 bidder will be decided through draw of lots.

12.0 Time Schedule

The time allowed for completing the work will be thirty six (36) weeks reckoned from the date of issue of work order. Time is the essence of the Contract and failure on part of the contractor to complete the work within the stipulated time, shall entitle the Company to impose liquidated damages and / or penalty from the contractor as per terms of the Contract.

13.0 Security Deposit

The successful bidder(s) shall deposit the requisite Security Deposit @ 2.50% of the Contract price in the form of Demand Draft / Banker's Cheque / Bank Gurantee in favour of Oil India Limited and payable at Duliajan before signing the formal Contract Agreement. The Security deposit shall be refunded to the contractor after satisfactory completion of the work, but part of whole of which shall be used by the Company in realization of LD or claims, if any, or for adjustment of compensation due to the Company for any reason. The Security Money shall not earn any interest.

14.1 **Submission of Bids**

The offer (both Part-A and B) containing the Tender, marked at the top with the above Tender Number and description of work, name and address of the tenderer and addressed to the HEAD – CONTRACTS, OIL INDIA LIMITED, P.O.DULIAJAN-786602 shall be submitted by 12.45 hours (IST) on 12th November' 2009 **in separate sealed envelopes, duly super scribed:**

PART-A: Un-priced Techno – Contractual Bid (With Earnest Money as specified in Para-6.0)

PART-B: Price Bid – “Do not open with Part – A”.

Price bid receives in an open manner together with the Un-priced Techno-contractual bid and without superscription of the name / address of the tenderer will be rejected outright.

14.2 Tenders can be dropped in the tender box placed at the Office of the HEAD CONTRACTS or can be sent by registered post addressed to – HEAD – CONTRACTS, OIL INDIA LIMITED. Contracts Department, Duliajan – 786602 so as to, reach his office before scheduled closing date and time. The Company will not be responsible for any postal delay or non-receipt

15.0 **Opening of Bids**

Part – A of the Bid(s) shall be opened at 13.00 hours (IST) on 12th November' 2009 in the presence of the attending bidder or their authorized representative.

Part – B of the Bid(s) of the Techno-commercially qualified bidder(s) shall be opened at a latter date with due information to the qualified bidder.

16.0 OIL INDIA LIMITED reserves the right to curtail/ enhance the scope of the work stated above or cancel, if required.

17.0 The amount of retention money shall be released after six (06) months from the date of issue of completion certificate by the concerned department.

19.0 OIL INDIA LIMITED reserves the right to accept or reject any or all tenders in part or in total without assigning any reasons.

20.0 Bidder(s) must also furnish the followings:

- a) **NAME OF FIRM** :
- b) **DETAIL POSTAL ADDRESS** :
- c) **MOBILE / TELEPHONE NO** :
- d) **E-MAIL ADDRESS(If available):**
- e) **FAX NO (If available)** :
- f) **CONTACT PERSON** :
- g) **VENDOR CODE(If available)** :

HEAD (CONTRACTS)
For RESIDENT CHIEF EXECUTIVE

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

WORKS CONTRACT

DCC5437P10

DESCRIPTION OF WORK/SERVICE :-

Construction of RCC mattress and drain at New Industrial Area including supply of all materials except cement.

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. i) 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.

ii) Contractor shall have to produce necessary cash memos towards forest produce used against the contract to Head(Civil) used against this contract from the authorities prior to processing of final payment. In absence of cash memos, the final bill shall not be processed.

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. During the actual execution of the contract, if any, additional items (deviated items) are required, which are not covered in the tender, payments of such items shall be made at the current OIL schedule of rates. In case of positive variation in quantity of any item from the quantity mentioned in the schedule of work during the actual execution of work, the Contractor will have to carryout the positive varied quantity at the contract rate, or Internally estimated rate, whichever is lower.

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 36 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 Head(Civil)'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. However, any subsequent increase in such statutory taxes after bid opening day will be borne by the Company. Similarly if there is any decrease in such statutory taxes after bid opening, the Company shall recover the decreased amount of such taxes from the contractor.

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 12% P.F. Contribution on wage component.

d) In case P.F. is not included in the contract cost and later on required to be deposited by the Contractor, the same will be reimbursed on production of documentary evidence of depositing the same to the authority concerned. 12% P.F. will be applicable on the wage component of the contract cost.

Based on contractor's declaration regarding P.F. & Wage component in last page of part-II, the same will be incorporated in the contract.

e) All safety precautions to be maintained by the Contractor at his own cost as per safety rules and regulations.

f) The Contractor shall use pump if needed for dewatering of pit while excavation for which no extra payment will be made.

g) The Contractor shall have to work during rainy seasons also.

h) Watch and ward, loss or damage to Company's property, theft and other incidental charges shall be Contractor's responsibility.

i) Efficient workmen to be engaged by the Contractor.

j) The Contractor's representative should report to Engineer-in-charge on all working day's at 7.00 A.M. and 3.00 P.M. for instructions.

k) Materials if rejected should be removed from site within 48(forty- eight) hours of rejection, failing which the Company reserves the right to get the rejected materials removed at the risk and cost of the Contractor.

l) The Company reserves the right to get the part or whole work complete at the risk and cost of the Contractor if he fails to complete the work within the stipulated time without any valid reason. The Company's decision shall be final and binding on the Contractor.

m) The Contractor shall obtain labour clearance within 7(seven) days of signing the Contract.

n) Water that may accumulate on the site during progress of the works or in trenches and excavations from other than accepted risks shall be removed from the site to entire satisfaction of the Engineer-in-charge and at the Contractor's expense.

o) The Contractor shall be in a position to execute 2(two) locations simultaneously.

p) If required, the Contractor shall have to work in two shifts for which no extra payment will be admissible

to him/them.

q) If needed water and electricity will have to be arranged by the Contractor at his own cost.

r) The Contractor and his workmen are to be strictly observed the safety precautionary rules as per Mines Act (Latest edition) while executing the work.

s) The Contractor shall have to provide temporary latrine facilities in all the entire work site for use of their workmen during progress of work.

t) The contractor himself (the signatory of the contract) must visit the site at least twice in a week as fixed for taking necessary instruction from the Engineer-in charge.

u) The program of works to be submitted in the form of Bar Chart within 3 days of receipt of work order. work. twice in a week for necessary technical guidance and advices from Engineer- in-charge or site-in-charge.

21. SPECIAL INSTRUCTION

The contractor must quote considering the prevailing minimum Labour wage rate for each day of work. The Contract cost is based on minimum wage of 0.00 ().

22. ARBITRATION :

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

Place of Arbitration : DULIAJAN .

23. FORCE MAJEURE :

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

24. 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.

25. 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.

26. 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)."

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

SIGNED & DELIVERED FOR AND ON BEHALF OF

(Signature of Contractor or his legal Attorney)

----- by the hand

(Full Name of Signatory)

of -----
its Partner/Legal Attorney

(Seal of Contractor's Firm)

And in presence of

(Signature of witness)

Date : _____

(Full Name of Signatory)

Address:

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Designation _____

Date _____

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

Tender No. DCC5437P10

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

Service Line No.	Description of Works	Unit	Qty	Internal Rates per unit (Rs)	Contractor's quoted Rates per unit (Figs & Words) (Rs)	Amount (Rs)
GROUP A						
SECTION A						
Labour supervision and related transport wherever applicable						
10	Jungle cutting and clearing including removal of cut materials upto 100 m from site, including plants and trees upto 150 mm in girth, jungle cutting considered cut at ground level.	Are	42.850	41.23		
20	Earth cutting for foundation trenches, depth & lift not exceeding one metre including trimming sides, dressing & leveling the bottom surface, disposal of spoil upto 30m and bailing out water where necessary in ordinary earth.	Cubic meter	13.890	43.72		
30	Dressing & levelling the ground surface including removing grass & undergrowth with necessary cutting & filling earth, if any, upto 150mm. depth including disposal of rubbish, lead upto 50 m outside of periphery in all kinds of soils.	Square meter	4,285.000	3.56		
40	Collecting / excavating sand, soil, silt, ordinary earth from any source, load into lorries, transport it to distant place of work including procuring earth and laying in layer of 150mm thickness and dry	Cubic meter	1,247.000	142.94		

Contractor

1

Company

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

Tender No. DCC5437P10

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

Service Line No.	Description of Works	Unit	Qty	Internal Rates per unit (Rs)	Contractor's quoted Rates per unit (Figs & Words) (Rs)	Amount (Rs)
50	ramming, profile properly made for taking measurement, including all measurable lead upto 30m and lift as required. (The contractor shall be responsible for all formalities of supply of earth such as purchase of land including royalties, monopoly / other statutory taxes as required from any distance.) Cement concrete work (hand mixed) in foundation, floor, sill and D.P.C. including screening of aggregates (stones or brick), mixing, laying and ramming (any proportion of mix) and including casting floors in panels, where required and as directed and including curing for quantities not exceeding one cubic metre. (Shuttering will be paid extra).	Cubic meter	64.000	1,678.48		
60	Cement concrete work done by machine mixing (Mixture Machine and Vibrator Supplied by Contractor, including operator and POL). in R.C.C. upto a height / depth of 4.00m from G.L. excluding shuttering & reinforcement including provision of all scaffolding for lift involved	Cubic meter	715.000	1,493.05		

Contractor

2

Company

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

Tender No. DCC5437P10

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

Service Line No.	Description of Works	Unit	Qty	Internal Rates per unit (Rs)	Contractor's quoted Rates per unit (Figs & Words) (Rs)	Amount (Rs)
70	and including curing. Quantity exceeding one cubic metre but less than five cubic metre. Making, fixing and striking timber shuttering for concrete work for D.P.C. and floor panel. Job including fixing bracing and necessary props, runners and base supports as per instructions etc. All bracing, runners, base supports and props are part of contractor's accessories for which no separate payment will be made, (but shuttering planks will be paid separately) including supply of wire nails etc.	Square meter	626.000	112.05		
80	"Straightening, cleaning, cutting and bending to proper shape and length reinforcement bars for R.C.C. work and placing in proper position as per details by binding with 20G annealed black wire with cover blocks, supports, chairs, spacers etc. ready for laying concrete as directed including making and placing of C.C. blocks."	Kilogram MS / TS	70,014.500	60.59		
90	Sealing of expansion joints with sealing compound as per IS :1834-1961	Meter	38.500	20.36		

Contractor

3

Company

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

Tender No. DCC5437P10

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

Service Line No.	Description of Works	Unit	Qty	Internal Rates per unit (Rs)	Contractor's quoted Rates per unit (Figs & Words) (Rs)	Amount (Rs)
100	Sealing joints as per IRC : 57-1974	Meter	1,540.000	8.99		
110	Painting LG bars with bitumen as per instruction of Engineer-in-Charge.	Square meter	28.000	50.98		
120	Wrapping tarfelt over LG bars as per instruction of Engineer in Charge	Square meter	162.000	91.57		

Total of SECTION A Rs. _____

Total of GROUP A Rs. _____

N.B.-Company's rate include 8.8% AGST & Labour rates based on minimum labour wage of 0.00

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Service Line No.	Description of Works	Unit	Qty	Internal Rates per unit (Rs)	Contractor's quoted Rates per unit (Figs & Words) (Rs)	Amount (Rs)
GROUP B						
SECTION A						
Labour supervision and related transport wherever applicable						
10	Jungle cutting and clearing including removal of cut materials upto 100 m from site, including plants and trees upto 150 mm in girth, jungle cutting considered cut at ground level.	Are	13.000	41.23		
20	Earth cutting for foundation trenches, depth & lift not exceeding one metre including trimming sides, dressing & leveling the bottom surface, disposal of spoil upto 30m and bailing out water where necessary in ordinary earth.	Cubic meter	129.000	43.72		
30	Earth filling in 150 mm layers, consolidating each layer by ramming and watering using earth previously cut from a distance upto 30m away with lift, if any, not exceeding 2m.	Cubic meter	27.000	43.15		
40	Dressing & levelling the ground surface including removing grass & undergrowth with necessary cutting & filling earth, if any, upto 150mm. depth including disposal of rubbish, lead upto 50 m outside of periphery in all kinds of soils.	Square meter	1,815.000	3.56		
50	<u>Cement concrete work (</u>	<u>Cubic meter</u>	<u>22.000</u>	<u>497.42</u>		

Contractor

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Company

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

Tender No. DCC5437P10

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

Service Line No.	Description of Works	Unit	Qty	Internal Rates per unit (Rs)	Contractor's quoted Rates per unit (Figs & Words) (Rs)	Amount (Rs)
60	hand mixed) in <u>foundation</u> , floor, sill and D.P.C. including screening of aggregates (stones or brick), mixing, laying and ramming (any proportion of mix) and including casting floors in panels, where required and as directed and including curing for quantities not exceeding one cubic metre. (Shuttering will be paid extra). 13 mm thick cement plaster (In prop. 1 cement : 3 sand) trowelled smooth finished including making and removing of staging, working platform where necessary including curing and hacking old surface, rounding off corners etc. complete.	Square meter	531.000	60.25		
70	115mm thick brick work in cement mortar above plinth level upto floor two level including raking out joints, making and removing scaffolding, staging or working platform, where necessary and curing as directed.	Square meter	263.000	71.03		

Total of SECTION A Rs. _____

SECTION B

Supply of all material at site of work including all royalties and other charges being borne by the contractor

10	Local bricks- First Class	Number	13,890.000	3.52
20	Broken stone (25mm graded)	Cubic meter	21.000	884.42

Contractor

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Company

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

Tender No. DCC5437P10

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

Service Line No.	Description of Works	Unit	Qty	Internal Rates per unit (Rs)	Contractor's quoted Rates per unit (Figs & Words) (Rs)	Amount (Rs)
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30	down to 12mm),hard and clean Sand for general use with normal moisture content to be clean and free from clay rubbish	Cubic meter	27.000	524.07		
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Total of SECTION B Rs. _____

Total of GROUP B Rs. _____

N.B.-Company's rate include 8.8% AGST & Labour rates based on minimum labour wage of 0.00

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

Tender No. DCC5437P10

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

Service Line No.	Description of Works	Unit	Qty	Internal Rates per unit (Rs)	Contractor's quoted Rates per unit (Figs & Words) (Rs)	Amount (Rs)
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Total of all Groups Rs. _____

Bidders are requested to fill up the following :

- 1) Whether 12% P.F. on the wage component is included in the total quoted cost _____ - Included / Not included
- 2) Wage component for Civil Part is _____ % and for Electrical Part is _____ %.
- 3) The Contractor must quote considering the prevailing minimum labour wage rate for each day of work as Rs. 0.00 only.

Note : The above two information will have to furnished by the bidder. In case of non-furnishing the same, the tender(s) will be evaluated as mentioned below :-

(a) If information against (1) is furnished in an ambiguous manner (i.e. both the options are ticked/cut or in any other manner) or not furnished, such tenders will be evaluated after loading 12% P.F. on the declared wage component of the bidder(s).

(b) If information against (2) is not furnished, such tender(s) will be evaluated considering the wage component as per wage component of _____ % on Civil part & _____ % on Electrical Part.

(c) The bids will be evaluated/compared after loading 12% P.F. on the declared wage components, wherever applicable.

(d) Offers not furnished in the above format as per instruction given shall summarily be rejected.

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

WORKS CONTRACT

Particular Specifications and Instructions

Tender No.: DCC5437P10

A.SCOPE OF WORK

CIVIL WORKS:

1.0 (a) SITE CLEARANCE: Felling of trees, uprooting tree stumps as and when required, dressing & levelling up to the required depth before starting of the job and removal of all debris from the site after completion.

(b) FOUNDATION: Earth work in excavation including bailing out water if necessary to be done as per drawing. Details of foundation work are to be followed as shown in drawing.

2.0 CEMENT CONCRETE/ REINFORCED CEMENT CONCRETE WORK: All C.C. work in 1:3:6 proportion shall be done with 25 mm graded down broken stone. Broken stone shall be properly screened before use. All reinforced cement concrete work to be done in prop. 1:2:4 with 18mm down to 12mm graded down broken stone as per related drawings and instructions of site Engineer to be followed in case of any discrepancies. Proper vibration to be done as per IS recommendation. Floor panelling to be done in the line of expansion joint as directed by Engineer -incharge.

3.0 STEEL REINFORCEMENT: Steel reinforcement shall conform to IS:432 for mild steel grade and for tor steel grade Fe 415 conforming to IS:1786-1979. All reinforcement shall be placed in position and bent as per drawing. The overlap jointing shall be staggered. The bars shall be fixed with 22G binding wire. Precast cover blocks 1:2 (1 cement : 2sand) cement mortar 40 mm square and necessary thickness shall be used to keep the reinforcement bars in proper position. For this block, no extra payment to be made. Wire required for binding shall not be measured separately

4.0 BRICK WORK: All brick work in cement mortar 1:5 with 1st class local bricks, the quality of which is to be approved by the Engineer-in-charge. Bricks are to be thoroughly cleaned, soaked in fresh water for a period of not less than 24 hours before use. A good bond shall be maintained both laterally and transversely. Vertical joints shall not exceed 10mm. No broken bricks shall be used except in closers. If shown or directed, 6mm M.S. bars to be projected 230mm on either side shall be lift from R.C.C. column and embedded in the mortar of brick work at every 4th course (protruding rod 6mm dia will be paid as reinforcement work separately.

5.0 MEASUREMENT & PAYMENT : Payment for all works done shall be made on the basis of actual work done as per the schedule of rates. For all extra work done on the advise of the Company"s Engineer and which is not included in the schedule of rates, deviation order for the same shall be made on the rates as decided by the Company"s Engineer.

6.0 SAFETY MEASURE : Safety measure as per OIL regulations shall be strictly adhered to by the Contractor. Safety belts and other measure taken by the Contractors shall be borne by the Contractor. If any loss or damage caused to life during the erection and execution, the contractor shall be fully responsible for the loss.

7.0 STORAGE : Materials shall be transported, handled and stored at site carefully to the approval of Engineer so as to prevent any damage of any kind to be kept at his own risk and cost.

Cement shall be stored in a weather proof shed, the floor of which shall be raised 300 mm clear from the ground and 450 mm away from the wall all round in order to protect from rain and moisture. Empty cement bag shall be returned to the Company in good condition.

8.0 Water : Water shall be clear, clean and free from all harmful impurities which must be approved by the Engineer. Arrangement of water for concreting and other purpose shall be made by the contractor at his own cost. Water from excavation shall not be used for construction work and curing.

9.00 SPECIAL CONDITION:-

- (i) Water for construction purpose is to be arranged by the Contractor at his own cost.
- (ii) Contractor is to arrange for transportation of cement from Company's godown to work site at no extra cost.
- (iii) All safety precautions should be taken by the Contractor during execution of the work.
- (iv) The Contractor shall use pump if needed for dewatering of while excavation for which no extra payment will be made.
- (v) The Contractor shall have to work on rainy seasons also.
- (vi) Watch and ward, loss or damage to Company's property theft and other incidental charges shall be Contractor's responsibility.
- (vii) Efficient workmen to be engaged by the Contractor.
- (viii) The Contractor's representative should report to Engineer-in-charge on all working day's at 7.00AM and 9.00AM for instruction.
- (ix) Materials if rejected should be removed from site within 48(forty eight) hours of rejection, failing which the company reserves the right to get the rejected materials removed at the risk and cost of the contractor.
- (x) The Company reserves the right to get the part or whole work completed at the risk and cost of the contractor if he fails to complete the work within the stipulated time without any valid reasons. The Company's decision shall be final and binding on the Contractor.
- (xi) The Contractor shall obtain labour clearance within seven day's of signing the contract.
- (xii) Water that may accumulate on the site during progress of the works or in trenches and excavation from other than accepted risks shall be removed from the site to entire satisfaction of the Engineer-in-charge and at the Contractor's expense.
- (xiii) If needed, electricity will have to be arranged by the Contractor at his own cost.
- (xiv) The Contractor and his workmen have to strictly observe the safety precautionary rules as per Mines act.(Latest edition) while executing the work.
- (xv) No road closure will be allowed during execution of work and necessary traffic signal/road boards to be displayed at proper place by the Contractor at his own cost. The Contractor shall be wholly responsible for any accident arising out of non-fulfilment of this condition.
- (xvi) The Contractor will be required to work expeditiously

B. GENERAL HEALTH, SAFETY & ENVIRONMENT POINTS :

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health , Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment , the environment, etc.) under the jurisdiction of the district of that state where it is operating. . Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.

2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. . However , it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work.

All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the

risk arising to men ,machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.

4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line .
7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT,IME & PME.
8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons
9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
17. To arrange daily tool box meeting and regular site safety meetings and maintain records.
18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor .

19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
 20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
 21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
 22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
 23. When there is a significant risk to health ,environment or safety of a person or place arising because of a non-compliance of HSE measures company will have the right to direct the contractor to cease work until the non-compliance is corrected.
 24. The contractor should prevent the frequent change of his contractual employees as far as practicable.
 25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
 26. For any HSE matters not specified in the contract document , the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.
- C. The Company's Internal Estimated Rates, as indicated in Part-II, are exclusive of P.F.

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

WORKS CONTRACT

Schedule of company's Plants, Materials and Equipments

Tender No.: DCC5437P10

a) SCHEDULE OF MATERIALS AVAILABLE AT THE COMPANY'S STORES/STOCK PILES for permanent incorporation in works and

b) SCHEDULE OF COMPANY'S PLANTS AND EQUIPMENTS for use in the execution of work

i) Materials:- Cement.

Remarks: Cement will be issued free of cost from Company's Stores at Duliajan.

NB: All empty cement bags must be returned to Materials Godown Duliajan failing which a sum of Rs.8/-(Rupees Eight only) per bag will be recovered from the Contractor's bill.

ii) Plants and Equipments: - Nil

Remarks: Nil

NOTE:-

1. The Contractor is to arrange transport of the above company materials to site of work (up to 8 km.) and for safety thereof for which no extra payment will be made.
2. If the materials listed above are not available suitable substitute will be provided by the Company and Contractor shall incorporate the same in the works without extra cost.
3. Containers must be returned to Company in good condition.
4. Plants and equipments issued to Contractor must be under proper watch so that no part is pilfered. These must be handled only by Company's operators. Contractor shall be responsible for any loss or damage to these plants and equipment while these are under his/their custody.
5. Cement issued to Contractor by the Company is meant only for the specific Company work relating to the Contract. However, if any quantity of Cement is left over from the quantities issued for any reason whatsoever, on the completion / cancellation / termination of the Contract the same shall have to be returned to the Company in full within one week of completion/cancellation of the work failing which the matter will be referred to appropriate Govt. authorities for legal action as well as realization of the Cement.
6. All other materials issue to the Contractor by the Company if subsequently found to be in excess of the actual requirement will have to be returned by the Contractor within two weeks of completion of the work failing which the cost of all such materials will be recovered from the Contractor at double the value of materials without any reference to him.

To
 RESIDENT CHIEF EXECUTIVE
 Oil India Limited
 DULIAJAN

SUB:SAFETY MEASURES
Tender No : DCC5437P10

Description of work/service :

Construction of RCC mattresses and drain at New Industrial Area including supply of all materials except cement.

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