

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

OIL INDIA LIMITED (OIL) invites sealed IFBs from experienced Contractors / Firms for the following services :

IFB No / Cost of bid document	Service Requirements	Sale of Bid Document/ Earnest Money/ Bid Closing Date
DCO0835P11KB Rs 2000	Hiring of Transportation service by two nos.of trucks for collection of POL and other materials from stores and distribution at various Gas Compressor Stations in NHK, Jorajan, Moran,Baghjan,Salmari & Kathaloni area and as instructed by the Company.	08.02.11 to 28.02.2011 Rs. 15000 01.03.2011

The details of IFB are available at Website www.oil-india.com and www.tenders.gov.in

Bid Documents (non-transferable) can be obtained from the office of GM(Contracts), Oil India Limited, P.O. Duliajan, Assam-786602 on application alongwith Bid Document Cost (non-refundable) through a Crossed Demand Draft / Banker's cheque in favour of 'Oil India Limited' payable at Duliajan. Applicants can also deposit the cost of bid document directly in UBI/UCO Bank/SBI/Allahabad Bank/ Canara Bank/ IB / IOB of Duliajan Branch and proof of such deposit must be furnished along with the applications for bid documents.

BID REJECTION CRITERIA

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

- i) The Bidder should have experience in carrying out similar nature of jobs with PSUs / Central / State Govt. Organisations.
- ii) Average Annual financial turnover during the last 3(Three) years, ending 31st March 2010, should be at least Rs.9.20 Lakhs.
- iii) Experience of having successfully completed similar works during last 7(Seven) years ending bid closing date should be either of the following :-

a) Three similar completed works costing not less than Rs. 12.25 Lakhs

OR

b) Two similar completed works costing not less than Rs. 15.30 Lakhs

OR

c) One similar completed work costing not less than Rs. 24.50 Lakhs

iv) Bidder must have P.F. Code No.

v) Similar work means the following nature of jobs:

a) Supply of heavy duty Trucks with driver and juralies for continuous duty throughout the year. Minimum duration of such supply shall not be less than one year.

And

b) Manual handling / Loading / unloading / transportation of casks containing petroleum / petroleum products.

vi) For proof of requisite Experience, attested copies of any one of the following documents must be submitted along with the bid.

a) In case of OIL contractors, copy of "Certificate of Completion" (COC) / Service Entry Sheet (SES) of contracts successfully completed, showing gross value of job done. It may be clearly noted that simply mentioning of OIL contract Number will not be accepted.

b) Attested copies of certificate issued by competent authority of any other Public Sector Undertaking / Govt. Department showing gross value of the job done, nature of the job done, completion time required etc.

vii) For proof of Annual turnover, attested copies of any one of the following documents must be submitted along with the bid.

a) A certificate issued by a practicing Chartered / Cost Accountants Firm (with Registration no.), certifying the Annual Turnover and nature of business.

b) Audited Balance Sheet and Profit and Loss account.

viii) The bidder must indicate the wages of the drivers and the juralies and which will not be less than the minimum wages as per the MOU between Motor Shramic Union and Oil India Limited.

ix) The offered vehicles for hiring on regular basis should be manufactured not earlier than year 2004. The bidder shall submit the attested copy of R.C book/sale letter /purchase deed/lease agreement (which ever is applicable) issued from the concerned authority in support of year of Manufacture(YOM).

x) The bidder must possess the trucks in their own name. Registration certificates (attested copies) will have to be submitted along with the bid

xi) In case of Partnership firm, registered deed of partnership specifying power of attorney to be submitted.

xii) The bidder to submit a declaration confirming that the trucks will be mobilized within 15 days from the date issuance of LOI by OIL.

xiii) The bidder to submit a declaration to produce all the documents in original and within the time stipulated if asked by OIL, prior to placement of LOI. Any failure and or delay to produce the original documents as asked by OIL will make the bid liable for rejection with or without forfeiture of EMD.

xiv) The bidder must comply that the specification of the Vehicles meets the following.

Type of Vehicle = Goods Carrying Truck, Closed Body (with side wall)

Make = TATA/Ashok Leland or equivalent

Model= Not earlier than year 2004

Load Body = Length 4.5 mtr(min) ;Width 2.1 mtr(min)

Carrying Capacity = Pay load 9 Ton.

Vehicle must be fitted with Flame Arrestor in the engine exhaust for entry into hazardous area. The vehicle shall have a canopy.

xv) The bidder to submit a declaration confirming that all the PPEs / Safety Items as specified in the tender shall be provided to the drivers and the juralies and documentary evidence of such supply shall be submitted to OIL prior to commencement of the job.

xvi) The bidder to submit a declaration confirming that Initial Medical Examination (IME) as specified in the tender shall be carried out for all drivers and juralies and fitness certificates thereof along with test reports shall be submitted to OIL prior to commencement of the job.

BID EVALUATION CRITERIA

The bids conforming to the terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below :

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, Rate and Price) of the tender.

(A. C. Bhatta)
GM (CONTRACTS)

Copy to :

HEAD(IT)- With a request to have the above on oilweb

CONCERNED DEPT. GMP(Oil),

} With a request to have the above Notice

HEAD (EPA)

} Boards

NOTICE BOARD

GM (CONTRACTS)

Tender no: DCO0835P11

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Tender no: DCO0835P11

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Tender no: DCO0835P11

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

M/s.
India

TENDER NOTICE NO.: DCO0835P11/KB

Date: 05.02.2011

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

DESCRIPTION OF WORK/ SERVICE.	LOCATION	CONTRACT PERIOD	i)Bid Closing/ Opening date ii)Earnest money deposit
Hiring of Transportation service by two nos.of trucks for collection of POL and other materials from stores and distribution at various Gas Compressor Stations in NHK, Jorajan, Moran,Baghjan,Salmari & Kat haloni area and as instructed by the Company.	NHK, Jorajan, Salmari,Moran,Baghjan & Kathaloni area and as and when instructed by the Company.	TWO (02) YEARS with a provision of extension by one year with same terms & conditions.	28.02.2011 15,000.00 (RUPEES FIFTEEN THOUSAND ONLY)

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

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

A.C.BHATTA
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 unsuccesssful 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 A.C.BHATTA'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

A.C.BHATTA
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.

For GM-CONTRACTS

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

WORKS CONTRACT

DCO0835P11/KB

DESCRIPTION OF WORK/SERVICE :-

Hiring of Transportation service by two nos.of trucks for collection of POL and other materials from stores and distribution at various Gas Compressor Stations in NHK, Jorajan, Moran,Baghjan,Salmari & Kathaloni area and as instructed by the Company.

GENERAL CONDITIONS OF CONTRACT(GCC)

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

WITNESSETH:

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

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

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

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

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

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

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work

of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

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

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

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

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

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

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

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

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

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

8. The duration of the contract shall be 104 weeks from the commencement date mentioned in the work order. The contractor must complete the work within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5%

of total contract cost.

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

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

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

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

10. The tendered all-inclusive Price (i.e. the Contract price) is Rs. _____ (Rupees _____ only.) but the Company shall pay the Contractor only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

On account payment may be made, not oftener than monthly, upto the amount of 92.5% of the value of work done. Final payment will be made only after satisfactory completion of the work . Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

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

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

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

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

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

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

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

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

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

20. Special Conditions

a) The amount of retention money shall be released after 6(six) months from the date of issue of

completion certificate from concerned department.

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

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

21. ARBITRATION :

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

Place of Arbitration : DULIAJAN .

22. FORCE MAJEURE :

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

23. LB VERIFICATION REPORT AND SECURITY REVIEW :

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

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

25. SET OFF CLAUSE :-

"Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited)."

26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

27.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION AND/ OR COMPLETION OF WORKS AND SERVICES

27.1 In normal case of works /service contracts, liquidated damages will be applicable @ 0.5% of the contract value per week or part thereof, for delay in contract mobilization /completion date subject to a maximum ceiling of 7.5% of contract value .

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

Contractor

4

Company

SIGNED & DELIVERED FOR AND
ON BEHALF OF

----- by the hand

of -----
its Partner/Legal Attorney

And in presence of

Date : _____

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Date _____

(Signature of Contractor or
his legal Attorney)

(Full Name of Signatory)

(Seal of Contractor's Firm)

(Signature of witness)

(Full Name of Signatory)

Address:

(Signature of Acceptor)

Designation _____

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

WORKS CONTRACT

Tender No. DCO0835P11/KB

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	Fixed charges per truck per day including supply of one driver and five jugalies in each truck. The truck is for twenty four hours of service per day and the driver and jugalies for twelve hours of service per day. Please refer to special terms and conditions for details.	Per Vehicle per Day	1,460.000		
20	Unit- Per Day per Truck Operating charges per Km (Fuel consumption considered as 3.5 km. per ltr. and HSD price @ Rs. 38.73 per ltr.)	Kilometer	84,000.000		
30	Unit- Rupees Per KM Provision of overtime for driver per hour beyond 12 hours of normal duty.	Hours	400.000		
40	Unit- Hours Provision of overtime for Jugalies per hour beyond 12 hours of normal duty.	Hours	4,000.000		
50	Unit- Hours Supply of PPE(Personal Protective Equipment) to the Jugalies. 1 set of PPE to be provided to all Jugalies for 2 years. 1 set consist of 2 pairs of protective clothing (2 nos trousers + 2 nos shirts), 2	Set	10.000		

60	pairs of Safety shoes, 1 no helmet, 1 no. rainsuit and 1 no winter jacket. please refer to special terms and conditions for details. Supply of PPE(Personal Protective Equipment) to the drivers. 1 set of PPE to be provided to all drivers for 2 years. 1 set consist of 2 pairs of protective clothing (2 nos trousers + 2 nos shirts), 2 pairs of safety shoes, 1 no. rainsuit and 1 no. winter jacket. please refer to special terms and conditions for details.	Set	2.000
70	Health Check up (Initial Medical Examination) for drivers and jugalies. PLease refer to special terms and conditions for details.	Number of Persons	12.000

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.: DCO0835P11/KB

Part III: Service conditions - General

1. WORKING HOURS AND DAYS

- a) The job shall be done on a day to day basis generally between 6:00 am to 6.00 pm through out the year including holidays and Sundays.
- b) Occasionally, the working hours may be extended beyond 6:00 PM depending upon work requirements as per instruction of Company's representative.
- c) Shutdown of vehicles due to breakdown and exceeding more than two hours will be considered a shutdown for the whole day. However, contractor may avail a planned shutdown, not exceeding 48 Hours in the month for each vehicle for servicing which he shall be paid and not be penalized.

In the event of unscheduled shutdown as stated above the contractor shall either provide a relief vehicle or suffer a penalty, the value of which will be equal to the cost of hire charges for casual transport contract prevailing in the transport department of OIL

- d) In the opinion of the company if the frequency of shut down adversely affects company's normal operations, the agreement may be terminated with a notice of seven days.
- e) Emergency requirement of transporting POL may be required at any time & the contractor shall have to execute the same as directed.

2. SUPERVISION

One or two authorized employees of the Company will accompany the vehicle during movement of POL or other Company's materials to ensure proper distribution and collection. Transport supplier shall have to make proper arrangement for their transportation without any extra cost.

3. MATERIALS TO BE TRANSPORTED

Generally materials to be transported includes POL, waste lube oil, Tri-Ethylene Glycol (TEG), Methanol, Diesel, condensate, grease, cotton wastes etc. Approximate quantity in a single trip by each truck usually would be of the order of:

- a) 20 Nos. full cask, approximately 4200 lts. or equivalent quantity of above in smaller drums.
- b) 30 Kg of grease.
- c) 10-15 Kg of cotton waste, etc.

However this quantity may vary occasionally and some times some other materials like Electric Motors, Engine/Compressor parts/skids, pipes etc. also have to be transported without any extra claim by the transport supplier.

4. PLACE OF COLLECTION

Materials Department (Industrial Area), New Industrial area, GCS-5 or any other area designated by the company.

5. DESTINATION

a) Various Gas Compressor Stations (GCSs) in Naharkatia, Jorajan, Shalmari, Moran & Kathaloni fields and other areas as instructed by the Company. At present the GCSs are 1, 2, 4, 5, 6, 7, 8, Jorajan, Kathalguri, Ushapur, Nagajan, Madhuban, Langkashi, Joypur, Salmari, Kathaloni, Dikom and Moran.

b) Total distance involved in a day in carrying out operations to various stations shall be approximately 80-150 kms per vehicle.

6. VEHICLE

a) The vehicle offered shall be road-worthy condition and shall not be a model earlier than 2004. The vehicle shall have a canopy and provision for preventing rolling of drums during transit. Both the vehicles must be provided with flame arrestor in the engine exhaust for entry into hazardous area.

b) The vehicles will be thoroughly inspected by Transport Deptt. of the Company and will be put into service only after their certification that the vehicles are road worthy and are in good running condition.

c) The company reserves the right to inspect the vehicle as and when required during the whole currency of the service period.

7. SPECIAL CONDITIONS

a) The supplier will be responsible for maintenance of the trucks and its accessories, e.g. Kilometer cable, sitting arrangements etc. in good workable condition.

b) The materials (i.e. lube oil drums or others) must be properly covered against atmospheric elements e.g. rains, strong winds etc.

c) The supplier will be entirely responsible for loading of materials at the designated yard / site, transportation and unloading of the same at the respective delivery points. He shall have to arrange for top up of measured quantity of POL of different grades into individual machines as required as per instruction of Company's representative and also to collect empty casks and drums of waste lube oil/condensate/crude oil/TEG/Methanol etc. from the Gas Compressor Stations / Tank Farm or any other area designated by the company where these casks will have to be returned to an approved representative of the department. Occasionally this may also include transfer of other Company's materials as stated in Sl. No. 3 above.

d) The supplier must provide 5 jugalies per day/per truck to handle the materials as stated above. As far as possible the supplier will continue with the same set of workers, duly trained, since frequent changes of man may hamper company's operation.

e) Unauthorized movement or any movement unaccompanied by authorized personnel with POL / other Company's materials in the vehicle shall call for penalty action.

f) The supplier must provide the vehicle with valid papers properly updated for plying in district of Dibrugarh, Sivasagar and Tinsukia, and make available for instant scrutiny by authorized persons like Security Officer/CISF personnel, police and designated representative of the Company. The vehicle should be duly registered and insured by the transport supplier against all risks at his cost.

- g) The supplier must provide all personnel working in the vehicle with valid identity cards from the company so that they can move around in protected areas.
- h) The supplier shall provide safety appliances (PPE) to the driver and the jugalies as per following details. Necessary supportive document shall have to be submitted as proof and non-compliance of these may lead to termination of the contract.
- i) Safety Boot (DGMS approved)- 02 pairs per person for two years for drivers and the jugalies.
- ii) Safety Helmet (DGMS approved)- 01 No. per person for two years for jugalies only.
- iii) Two pair of protective clothing for two years for drivers and the jugalies. One pair consists of one trouser and one shirt.
- iv) One no. rain suit for all for two year.
- v) One no. Winter jacket for all for two year.

If the Contractor fails to provide the safety items as mentioned above, 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.

All the safety gears mentioned above are to be provided before commencement of the work. Documentary evidence in support of the same is to be provided.

- i) The contractor will be responsible for the safety of his vehicle, his men and the materials under his custody and for all activities for execution of the contract. He shall provide accident insurance cover for his men and vehicle lost in accident. The transport supplier shall arrange comprehensive insurance to cover all all risks in respect of personnel and vehicles belonging to the transport supplier or during the currency of the agreement and shall provide certificate of insurance
- j) The contractor shall ensure that no spillage occurs during handling. Any willful negligence resulting in loss of oil due to spillage etc. shall make contractor liable for recovery of oil or its value.
- k) The contractor's supervisor shall ensure placement of vehicle and take attendance of his men every day for the work, punctually.
- l) Short supply of manpower i.e. less than five nos. jugalies affecting the service will not be accepted and considered as shutdown and will be penalized as per clause 1(c) of part III of this contract.
- m) The contractor shall not engage a person for the job
- if found to achieve superannuation age,
 - if declared medically unfit, and
 - if found guilty on account of misconduct.
- n) The bidder(s) must also indicate the following:
- a) Bank Account Number together with name of the Bank and branch.
 - b) PAN Number from Income Tax Authority.
 - c) Service Tax Registration No. (If the services under this contract come under Service Tax).
 - d) AGST Registration No.
 - e) P.F. Code No.
- o) Bidder must carry out the supervision of the contract by his competent person having adequate experience and his name must be mentioned in the bid.
- p) All safety precautions and statutory rules are to be strictly observed by the contractor and his men as applicable to OIL's installations.

q) All personals employed by the contractor has to undergo a health check up ,i.e IME (Initial Medical Examination) prior to their employment/deployment. The check up has to be done by a Registered Medical Practitioner who after due examination as mentioned below will certify the fitness of the persons. The fitness certificate of IME shall remain valid for a maximum period of 3 (three) years from the date of examination. The contractor has to submit all the fitness certificates alongwith detail reports, test certificates and necessary money receipts to OIL. Health check up includes examinations of the following :

- i) General medical examination.
- ii) Audiometry testing.
- iii) Visual Examination, i.e to include both near and distant vision.
- iv) X-Ray, Chest PAVIEW.
- v) Blood routine examination(C Hemoglobin, Total count,DLC,ESR)
- vi) Urine routine examination.
- vii) Random blood sugar, serum, urea, creatine etc.
- viii) ECG.

r) The Contractor's personnel have to take every possible care to keep the environment clean and free from pollution.

s) Any compensation arising out of the job carried out / accident by the Contractor whether related to pollution, safety or health will be paid by the contractor only.

t) The Contractor shall have to report all incidents including near miss to Installation Manager / Departmental Representative of Production Gas Department.

u) To ensure that the Workers understand the work to be done, the hazards that may be encountered and the proper precautions/procedure for carrying out the work safely.

v) The Contractor has to submit the Mines Return (Quarterly)to the Mines Safety Director in the prescribed format.

w) The contractor's supervisors, drivers and all jugalies must have to undergo MVT training as organised by OIL.

x) The contractor has to keep a register of the persons employed by him/her.

y) The contractor's personnel has to abide by all relevant statutory safety and environment rules, regulations, applicable codes and standards (i.e. OMR, OISD standards, BIS ,EP Act etc.).

z) The contractor must obtain necessary authorisation certificates from Pollution Control Board of Assam or CPCB or Ministry of Environment and Forest or any other authorized or competent govt. agencies to transport petroleum or petroleum products. Copy of such authorization must be submitted prior to commencement of the job.

aa) Statutory Off, i.e off day per week or the compensatory off day in lieu thereof which the Contractor is required to give to his/her operating crew as per Motor Transport Worker's Act, 1961 in respect of which adequate relief driver/jugalies shall be provided at no extra cost.

bb) All employees of the contractor who are deployed under this service agreement must observe the security and safety rules of the company when working inside the declared prohibited areas or otherwise. An individual found to be objectionable from security considerations must be replaced by the supplier.

cc) The contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the use of the equipment/vehicles or operation of the service envisaged under his agreement including liability under Motor Vehicle act, Payment of Bonus Act, Workmen's Compensation Act, Payment of Wages Act or any other statutory liabilities as may be in force from time to time and whatsoever. The statutory requirements and obligations to be

performed under the above Acts or any other enactment affecting the operation of services under this agreement shall have to be performed by the Contractor only and shall be his/her sole responsibility.

dd) The Contractor shall not sub-contract all or any part of the work envisaged under this agreement.

ee) HSE POINTS :
SAFETY MEASURES:

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 environment, etc.) under the jurisdiction of the district of that state where it is operating.
2. The Contractor shall ensure that his employees are properly explained about the jobs and hazards associated with the jobs in consultation with the respective Installation Managers.
3. The contractor personnel must use the PPEs and other safety gadgets during working hours. 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. Any worker found without proper safety gadgets will not be allowed to work and no mandays will be considered for the same though the contractor's personnel is present.
4. 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.
5. 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.
6. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/ Agent/ Manager.
7. 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.
8. 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.
9. 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 MVT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
10. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year.
11. 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.
12. 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.

13. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
14. The contractor shall have to report all incidents including near miss to Installation Manager/ departmental representative of the concerned department of OIL.
15. 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.
16. 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.
17. 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.
18. To arrange daily tool box meeting and regular site safety meetings and maintain records.
19. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
20. 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.
21. A contractor employee must, while at work, cooperate with his or her employer or other persons as 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.
22. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
23. 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.
24. 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.
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.

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.: DCO0835P11/KB

To
 GM-CONTRACTS
 Oil India Limited
 DULIAJAN

SUB:SAFETY MEASURES
Tender No : DCO0835P11/KB

Description of work/service :

Hiring of Transportation service by two nos.of trucks for collection of POL and other materials from stores and distribution at various Gas Compressor Stations in NHK, Jorajan, Moran,Baghjan,Salmari & Kathaloni area and as instructed by the Company.

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