



OIL INDIA LIMITED
(A Government of India Enterprise)

P.O. Duliagan - 786602, Assam, India.

E-mail : contracts@oilindia.in

OIL INDIA LIMITED invites Indigenous Competitive Bid from experienced contractors/Firms for following services:

IFB No.	Description of services	Earnest money
DCO 4259P12/KB Rs.2000/-	NON DESTRUCTIVE TEST (Health Survey of Boilers)	Rs. 23,600
DCO4261P12/KB Rs.500/-	COLLECTION OF CRUDE OIL FROM EFFLUENT PITS, CELLARS, SUMPS ETC. OF WELLS, OCS, EPS, QPS, WHS & OTHER INSTALLATIONS IN MORAN, SHALMARI, BORBIL, DEROI, SAPKAIINT, SOROJONI, RAJGARH, TINALI, HALDIBARI AND ADJOINING FIELDS AND TRANSPORTATION OF THE COLLECTED CRUDE OIL TO CENTRAL TANK FARM AT MORAN OR ANY OTHER SPECIFIED LOCATION FOR A PERIOD OF 2 (TWO) YEARS WITH A PROVISION FOR EXTENSION BY ANOTHER 1 (ONE) YEAR.	Rs.7500

- 2.0 Period of Sale of Bid document : From 13.12.2011 to 09.01.2012.**
Technical Bid closing / opening date & Time : 10.01.2012 (12:45 hrs / 13:00 hrs)
- 3.0** Cost of Bidding Document (Non-refundable & Non-transferable) of **Rs.2000/Rs.500.00** each (as the case may be) by D/Draft in favour of M/s Oil India Limited and payable at Duliagan is to be sent to: Head-Contracts, Oil India Limited, P.O. Duliagan, Assam-786602.
- 5.0** PSU's and SSI units registered with NSIC claiming exemption from payment of Bid Document cost should submit their request with all credentials at least 7 days in advance .
- 6.0** Eligibility criteria for Bidders and other details of the Tenders can be also be seen through OIL's web site www.oil-india.com and Government portal at www.tenders.gov.in.

TENDER NO : DCO4261P12

1.0 BID REJECTION CRITERIA (BRC):

1.1 The bid shall conform generally to the specifications and terms and conditions given in the Tender Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BRC must be submitted along with the Techno-Commercial Bid.

1.2.1 The bidder shall have minimum experience of successfully executing of "SIMILAR" nature of jobs of following magnitude in PSUs/ Central/ State Govt./ State Govt Enterprise/ Upstream E&P companies during the last 7 (seven) years ending Bid Closing Date.

i) One single contract of minimum value of Rs.12,00,000.00(Rupees Twelve Lakh only)

OR

ii) Two single contracts of minimum value of Rs.7,50,000.00(Rupees Seven Lakh Fifty Thousand only) each

OR

iii) Three single contracts of minimum value of Rs.6,00,000.00(Rupees Six lakh only) each.

Note: "SIMILAR" nature of jobs mentioned in para 1.2.1 means Handling/ transportation of crude oil/ petroleum products.

1.2.2 The bidder should have an average Annual Turn over during the last 3 (three) years ending 31.03.2011 at least of Rs.4,50,000.00 (Rupees Four lakh Fifty Thousand only).

1.2.3 Bid will be rejected if not accompanied with adequate documentary proof (Refer Note-1 below) in support of experience and turnover as mentioned in Para 1.2.1 and 1.2.2.

Note-1:-

A) For proof of Annual turnover, the following documents/ photocopy must be submitted along with the bid:

i) Audited Balance Sheet and

ii) Profit and Loss account.

B) For proof of requisite Experience, bidder should submit the following copies of documents along with the bid:

(i) Photocopy of Contract document showing details of work,

AND

(ii) Completion Certificate issued by Central Govt./ State Govt./ Public Sector Undertaking/ State Govt. Undertaking/ Upstream E&P company showing:

(a) Gross value of job done during last seven years ending bid closing date.

(b) Nature of job done and contract no.

(c) Contract period and date of completion.

TENDER NO : DCO4261P12

1.2.4 The bidder shall submit PAN Card, Service Tax Regd. No, Bank Account number, VAT Regd. No., Provident Fund Code number (Direct Code)/ or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them (with documentary evidence). In case the P.F. is required to be deposited later on, the same will be deposited by the bidder (applicant).

2.0 BID EVALUATION CRITERIA (BEC):

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

2.2 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Comparison of offers will be done on total evaluated cost on the basis of rates quoted in the Price Bid Format.

2.3 In case of identical lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same lowest price.

2.4 Incomplete and nonconforming bids will be rejected outright.

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

M/s.
India

TENDER NOTICE NO.: DCO4261P12/KB

Date: 07.12.2011

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
COLLECTION OF CRUDE OIL FROM EFFLUENT PITS, CELLARS, SUMPS ETC. OF WELLS, OCS, EPS, QPS, WHS & OTHER INSTALLATIONS IN MORAN, SHALMARI, BORBIL, DEROI, SAPKAIN, SOROJONI, RAJGARH, TINALI, HALDIBARI AND ADJOINING FIELDS AND TRANSPORTATION OF THE COLLECTED CRUDE OIL TO CENTRAL TANK FARM AT MORAN OR ANY OTHER SPECIFIED LOCATION FOR A PERIOD OF 2 (TWO) YEARS WITH A PROVISION FOR EXTENSION BY ANOTHER 1 (ONE) YEAR.	MORAN & ADJOINING FIELDS	2 (two) years	10.01.2012 7,500.00 (RUPEES SEVEN THOUSAND FIVE HUNDRED ONLY)

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

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

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

All tenderers shall deposit the requisite EARNEST MONEY alongwith the Tender in the form of Demand Draft/Banker's Cheque/Bank Gurantee in favour of M/s Oil India Limited and payable at DULIAJAN. This Earnest Money shall be refunded to all unsuccessful tenderers, but is liable to be forfeited in full or part, at Company's discretion , as per Clause No. 6 below. Tenders received without Earnest Money in the manner specified above will be summarily rejected.

The bids are to be submitted in duplicate. (One in original and one photocopy of the original).

3.0 Tenders will be received upto 12:45 PM (IST) on the date as mentioned above and opened on the same day at 01:00 PM (IST) at U.R.BORAH'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

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

so as to reach his office before scheduled closing date and time. Company will not be responsible for any postal delay or non-receipt of the same.

10.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.

11.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name tender documents have been purchased/issued along with one or more of the following documentary evidences(which are applicable to the bidder) in support of the same.

01. In case of Sole Proprietorship Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.

02. In case of HUF-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.

03. In case of Partnership Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.

04. In case of Co-Operative Societies-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.

05. In case of Societies registered under the Societies Registration Act -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of

the state and copies Service Tax and Central Excise Registration Certificate.

06. In case of Joint Stock Companies registered under the Indian Companies Act -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.

07. In case of Trusts registered under the Indian Trust Act - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies Service Tax and Central Excise Registration Certificate.

12.0 The selected tenderer will be required to enter into a formal contract, which will be based on their tender i.e O.I.L's Standard Form of Contract.

13.0 The successful tenderer shall furnish a Security Deposit in the form of Demand Draft / Banker's Cheque / Cash as specified above before signing the formal contract. The Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

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

15.0 The work shall have to be started within seven days from the date of work order.

16.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.

17.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

18.0 DISCOUNTS / REBATES.

1.1 Unconditional Discounts/ Rebates if any given in the bid or along with bid will be considered for evaluation.

1.2 Post bid or conditional discounts / rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract and if they have offered any discount/rebate, the contract shall be awarded after taking into consideration such discount / rebate. These provisions shall be incorporated suitably in the Bid Document

19.0 BACKING OUT BY BIDDER

In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

20.0 BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA

In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be debarred for 2(two) years from the date of default.

21.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

HEAD-CONTRACTS
For HEAD-CONTRACTS

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

WORKS CONTRACT

DCO4261P12/KB

DESCRIPTION OF WORK/SERVICE :-

COLLECTION OF CRUDE OIL FROM EFFLUENT PITS, CELLARS, SUMPS ETC. OF WELLS, OCS, EPS, QPS, WHS & OTHER INSTALLATIONS IN MORAN, SHALMARI, BORBIL, DEROI, SAPKAIN, SOROJONI, RAJGARH, TINALI, HALDIBARI AND ADJOINING FIELDS AND TRANSPORTATION OF THE COLLECTED CRUDE OIL TO CENTRAL TANK FARM AT MORAN OR ANY OTHER SPECIFIED LOCATION FOR A PERIOD OF 2 (TWO) YEARS WITH A PROVISION FOR EXTENSION BY ANOTHER 1 (ONE) YEAR.

GENERAL CONDITIONS OF CONTRACT(GCC)

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

WITNESSETH:

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

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

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

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

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

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

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

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

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

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

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

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

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

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

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

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

8. The duration of the contract shall be 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 :-

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

WORKS CONTRACT

Tender No. DCO4261P12/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	COLLECTION AND DISPOSAL OF CRUDE OIL FROM EFFLUENT PITS, CELLARS, SUMPS ETC.OF WELLS, OCS, QPS, WHS TANK FARM & OTHER INSTALLATIONS IN MORAN, SHALMARI, DEROI, BORBIL, SAPKAIN, SOROJONI, RAJGARH, TINALI, HALDIBARI & THE ADJOINING FIELDS IN 200 LITRES CAPACITY CRUDE OIL CASKS.	Kilo Ltr	750.000		
20	TRANSPORTATION OF FILLED CRUDE OIL CASKS TO TO MORAN TANK FARM OR ANY OTHER SPECIFIED LOCATION AND UNLOADING OF THE CASKS THERE.	Kilolitre-km	30,000.000		
30	SCRAPING / REMOVING OF OIL SOAKED EARTH AND TRANSPORTING THE SAME TO THE SAFE LOCATION WITHIN THE DISTANCE OF NOT MORE THAN 15.0 KM FROM THE SITE OF COLLECTION. THE EXACT LOCATION WILL BE SHOWN BY THE DEPARTMENTAL ENGINEERS.	Cubic meter/Cubic meter	22,000.000		
40	SUPPLY AND SPREADING OF SAND AT THE VARIOUS LOCATIONS SITUATED IN AN AREA MAXIMUM OF 60.0 KM ROAD DISTANCE FROM MORAN.	Cubic meter	800.000		
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.: DCO4261P12/KB

1.0 WORK ORDER:

- i) Soon after this contract is signed by both the parties i.e. the Contractor and the Company, the contractor will apply for labour clearance with in 15 days of signing the contract to the concern authority and on receipt of the same the Company shall issue Work Order/ Purchase Order, specifying the actual date of commencement of the works/ service and the date of its completion based on the contract provisions.
- ii) During the execution of the works, the Contractor must maintain a uniform rate of progress to complete the works within the stipulated scheduled time.

2.0 COMPLETION TIME:

The contractor has to complete the job within the given time period.

3.0 SCOPE OF WORK:

- 3.1 Collection and disposal of crude oil as per SOW of the contract.
- 3.2 Transportation of filled crude oil cask to Moran Tank Farm as per SOW of the contract.
- 3.3 Scraping and transportation of oil soaked earth from the site of oil spillage.
- 3.4 Supply and spreading of sand at the site of oil spillage (after scrapping and removal of oil soaked earth) at a maximum distance of 60 km from Moran.

4.0 CONTRACTOR'S RESPONSIBILITY:

The contractor and/ or his/ her authorized representative/supervisor must have sufficient practical knowledge of the job given in Para 3.0 above and must know about the safety of the operations. The contractor shall have to provide the company minimum 02 (two) nos. of transportation trucks everyday during the contractual period.

5.0 CONVEYANCE:

The contractor must arrange conveyance (transportation) of his/her equipments and workmen to the place of work and back at the contractor's cost.

6.0 PENALTY:

In case of sudden withdrawal of transportation truck without prior permission, a penalty shall be levied @ Rs. 600.00 per day per truck. The contractor will be intimated lifting programme day to day basis by Production(Oil) Department. The contractor will accordingly deploy adequate no. of transportation trucks to meet the daily commitment.

7.0 BILLING:

- i) For each work advice letter, separate bill has to be made.
- ii) Each bill should be forwarded to Head(Moran)/CEP(M&S) for certification and onward processing the bill.

iii) Each bill has to be accompanied by requisition slips issued from production(Oil) Office for transportation/collection of crude oil. No bill will be processed in absence of requisition slips

8.0 GENERAL:

8.1 All crude oil transportation from the area of collection must be made using truck with 25 nos. of 200 litres capacity sealed casks. Empty casks will be supplied by OIL.

8.2 The casks must be securely sealed during transportation of crude oil.

8.3 Company Official will initially brief the unskilled labour engaged for the job about the rules and regulations to be followed.

8.4 The contractor's workers shall have to follow instructions from the Engineer in-charge or his representative of respective section in regards to their duty work.

8.5 OIL Engineers will inspect & monitor the progress of job during job execution period.

8.6 The Contractor must obtain "Entry Permit" from CISF Commandant/ Head-Security of OIL for all his/ her workers to enable them to work inside the installations/ prohibited area.

8.7 The contractor must ensure that all safety norms & other statutory regulations related to Oil Mines and strictly adhered by his workers.

8.8 The Contractor shall not engage minor workers below 18 years of age under any circumstances.

8.9 All statutory taxes levied by the Central and State Government or any other competent authority from time to time shall have to be borne by the contractor and the amount of the contract specified in the contract is inclusive of all the tax liabilities.

8.10 The Contractor or his representative must report to the office of Head(Moran)/CEP(M&S)regularly for overall supervision and liaison.

8.11 The contractor must have office with telephone facilities at Moran so that he may be contacted whenever required.

8.12 All employees of the Contractor must obey the security rules of the Company when working inside the declared prohibited areas or otherwise. Any individual found to be objectionable from the security considerations must be replaced by the Contractor.

8.13 The contractor should engage a supervisor under whose presence the job should be executed.

8.14 The contractor shall engage local persons to the extent possible for execution of the job.

8.15 The contractor shall have to provide all necessary safety appliances as per statutory regulations to the workers employed by his/ her own cost.

8.16 The contractor shall have to fulfill any additional requirement of transportation truck in an emergency period as per the instruction of Head(Moran)/CEP(M&S).

8.17 The transportation truck must be equipped with safety appliances including fire-fighting equipment, spark arrestor, First aid box etc. as per statutory regulations.

8.18 The exhaust pipe of the engine of the truck must be laid underneath the driver's cabin for ultimate venting to atmosphere by the side of the driver's cabin. The exhaust must be provided with spark arrestor.

8.19 The transportation truck must be covered under comprehensive insurance against all risks during the contractual period.

8.20 The driver(s) of the truck must possess valid and relevant permits & licenses.

8.21 The transportation truck must be registered with competent authority and periodic requirements of fitness test, Pollution control certificate must be complied with the evidences to the Company's Engineer in this regard as and when required.

8.22 The following information should be written on the truck body in bold letters:-

(a) "ON OIL INDIA DUTY"

(b) TELEPHONE NO. OIL-4333 IN CASE OF FIRE ACCIDENT

(c) OWNER'S NAME, ADDRESS, TELEPHONE NUMBER

(d) NO NAKED LIGHT

8.23 The contractor will be given a time period of 2 (two) weeks for arranging the truck(s) from the date of award of contract.

8.24 Crude Oil transported from the oil field should not have free water content more than 20% of the total fluid

transported. Any excess of water content with the crude oil transported will be drained out before gauging the casks.

8.25 Recoveries towards loss of crude oil in any manner will be made from Contractor's outstanding bill at the present rate of crude oil as decided by OIL at that time.

8.26 Normally crude oil will be lifted during day hours, however in case of emergency crude oil may have to be lifted during night hours as well.

8.27 The contractor will supply to his workmen the necessary protective gears like hand gloves, helmet, safety boots etc. at CONTRACTOR'S EXPENSES.

8.28 The contractor must have office with telephone facilities at Moran so that he may be contacted whenever required.

8.29 The Contractor will need to depute responsible representative/ supervisor at the office of SEPO, Production (Oil)-Moran for taking day to day instructions.

8.30 The Contractor is to collect necessary requisition slips from Production(Oil) Office without which he/ she will not be allowed to load crude oil from the loading point.

8.31 The Contractor will insure proper safety to the loaded casks/ trucks from hazards of fire.

8.32 The Contractor must ensure that no loss of crude occurs during transportation.

8.33 The drivers and other personnel engaged for the service should not be under influence of any intoxicating item when carrying out the contractual obligation.

8.34 On completion of delivery, the Contractor is to obtain signature of the Company's representative on delivery challan in token of his delivery of the right quantity of crude oil.

8.35 In case of any dispute/ discrepancy in measurement and quality of crude oil arrival at the unloading point, the decision of OIL shall be final and binding on the Contractor.

8.36 Company's representative at the unloading point may refuse to accept casks if there is reasonable proof of tempering. In such occasions, Company will handover the case to Govt. Authority at the earliest possible time.

8.37 All employees of the Contractor must obey the security rules of the Company when working inside the declared prohibited areas or otherwise. Any individual found to be objectionable from the security considerations must be replaced by the Contractor.

8.38 The Contractor shall not engage the transportation truck engaged for transportation of crude oil of the Company for other work during the contractual period.

8.39 There will be no variation of rates during the currency of the contract due to change in POL and other prices.

9.0 AUTHORIZATION FROM POLLUTION CONTROL BOARD, ASSAM FOR HANDLING HAZARDOUS WASTE:

As per Hazardous/ Wastes (Management & handling) Rules, 1989, it is obligatory on the part of any operator engaged in the business of the collection, reception, treatment, transport, storage and disposal of hazardous wastes to make an application to the Pollution Control Board, Assam for the grant of authorization to carry out the above activities. The contractor must obtain the above permission from Pollution Control Board, Assam (PCBA) before commencing the job. Workorder will be issued to the party only on producing the said permission from PCBA.

10.0 SAFETY MEASURES:

The following safety guide lines/ measures will be strictly followed by the contractor.

i. " Work Permit" , if required, shall be obtained from the concerned Section Engineer of the section before starting of the work and will be renewed from time to time as required. Further competent representative of the contractor with the approval of M/S OIL will have to be present at the work site throughout the working time to ensure compliance of safety measures while executing the job at site.

ii. Any other safety measures that might require to be adopted during the work will be intimated and shall be strictly followed by the contractor.

iii. Stand by fire fighting equipment, if required, will be deployed at the work site by OIL. However, at least two of the contractor's personnel deployed for the work must be capable of handling the fire fighting equipment at the time of emergency and the persons will have to be present at the work site throughout the working time. If required the contractor's nominated persons will be imparted training on handling such equipment by OIL's Fire Service department.

iv. 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.

v. 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.

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

vii. 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.

viii. 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.

ix. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/ Agent/ Manager.

x. 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.

xi. 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.

xii. 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.

xiii. 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.

xiv. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

xv. The contractor shall have to report all incidents including near miss to Installation Manager/ departmental representative of the concerned department of OIL.

xvi. 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.

xvii. 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.

xviii. 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.

xix. To arrange daily tool box meeting and regular site safety meetings and maintain records.

xx. 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.

xxi. 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.

xxii. Contractor's arrangements for health and safety management shall be consistent with those for the mine

owner.

xxiii. 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.

xxiv. 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.

xxv. The contractor should prevent the frequent change of his contractual employees as far as practicable.

xxvi. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

xxvii. 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.: DCO4261P12/KB

To
 HEAD-CONTRACTS
 Oil India Limited
 DULIAJAN

SUB:SAFETY MEASURES
Tender No : DCO4261P12/KB

Description of work/service :

COLLECTION OF CRUDE OIL FROM EFFLUENT PITS, CELLARS, SUMPS ETC. OF WELLS, OCS, EPS, QPS, WHS & OTHER INSTALLATIONS IN MORAN, SHALMARI, BORBIL, DEROI, SAPKAIN, SOROJONI, RAJGARH, TINALI, HALDIBARI AND ADJOINING FIELDS AND TRANSPORTATION OF THE COLLECTED CRUDE OIL TO CENTRAL TANK FARM AT MORAN OR ANY OTHER SPECIFIED LOCATION FOR A PERIOD OF 2 (TWO) YEARS WITH A PROVISION FOR EXTENSION BY ANOTHER 1 (ONE) YEAR.

Sir,

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

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

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

- i) _____
 ii) _____
 iii) _____

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

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

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Yours Faithfully

Date _____

M/s _____

CONTRACTOR
FOR & ON BEHALF OF