

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

M/s.
India

TENDER NOTICE NO.: DCL9695P11/KB

Date: 08.10.2010

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

DESCRIPTION OF WORK/SERVICE: Supply of listed/unlisted Labours for Miscellaneous jobs in OIL's operational area

LOCATION: Production installations and oil field areas of

CONTRACT PERIOD: 2(two) years

BID CLOSING/ OPENING DATE: 08.11.2010

EARNEST MONEY DEPOSIT: 30,635.00 (RUPEES THIRTY THOUSAND SIX HUNDRED THIRTY-FIVE ONLY)

a) Earnest money deposited/Not deposited vide D.Draft/B.Cheque/Money Receipt
No. _____ dated _____ of _____

b) Security Deposit @ 10% of the total contract price and will not earn any interest.

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
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Contracts, Duliajan

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 A.C.BHATTA. However, if the above mentioned closing / opening day of the tender happens to be non-working day due to Bundh / Strike or any other reason,the tenders will be received and opened on the following working day at the same time except on Saturdays.

4.0 The rates shall be quoted per unit as specified in the Schedule of Work (Part II) and shall be in words as well as in figures. No overwriting shall be allowed, but all corrections may be inserted in the blank space above the corrected word / figure and must be initialed. In case of discrepancy the unit rate quoted in words shall be considered to be correct.

5.0 The Company reserves the right to reject any or all the tenders or accept any tender in full or in part, without assigning any reason.

6.0 (a) No Tenderer must withdraw the tender after its public opening. Any such withdrawal will make the tenderer liable of forfeit his/her/their Earnest Money in full and debarred from further tendering at the sole discretion of the company and the period of debarment will not be less than 6 (six) months.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

7.0 The tender must be valid for 180 (One hundred & eighty) days from the date of opening of the tender.

8.0 Conditional tenders are liable to be rejected at the discretion of the Company.

9.0 Tenders can be dropped at the box placed at the office of Contract Department or can be sent by registered post addressed to

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Contracts, Duliagan 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 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.

12.0 The contractor shall furnish Performance Security in the form of Bank Guarantee from a Nationalized Bank in India for an amount equivalent to 10% of the total contract value within stipulated time as mentioned in the Notification of award of the contract issued to the Contractor.

12.1 The proceeds of the Performance security shall be payable to the Company as compensation for any loss resulting from contractor's failure to fulfill their obligation under the contract.

12.2 The performance Security must be valid for the entire contract period and so endorsed that it can be invoked at any Nationalized Bank located in DULIAJAN.

12.3 The Performance Bank Guarantee shall be submitted in the prescribed format.

12.4 The Performance Bank Guarantee shall not earn any interest and the same will be released not later than 6 (six) months following the expiry.

12.5 Invocation: In the event of the contractor failing to honor any of the commitments referred to under the contract and/or in respect of any amount due from the contractor to the company, the Company shall have an unconditional option under the guarantee to invoke their Performance Bank Guarantee (PBG) and clear the amount from Bank.

12.6.1 The Company will invoke the PBG in case the contract is terminated because of any default in the performance of the contractor.

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

14.0 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 liquidated damages and / or penalty from the Contractor as per terms of the tender /contract.

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

16.0 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

17.0 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.

18.0 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.

19.0 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 HEAD-CONTRACTS

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

WORKS CONTRACT

DCI 9695P11/KB

DESCRIPTION OF WORK/SERVICE :-

Supply of Listed/Unlisted WCLs for the following services at the Production offices, Installations and Oil fields of Digboi and adjoining areas like Kusijan, Bogapani, Hapjan, Makum, Barekuri, Bhaghjan, Bordumsa, Khumchai, Manabhum etc in Assam and Aruachal Pradesh under the jurisdiction of EPA Digboi.

Maintenance of various sizes of oil and gas lines (painting, leak repairing, screwing unscrewing, dismantling and erection of pipe supports etc.), crude oil picking, grass/jungle cutting, inscription of letters in equipments, excavating and refilling of pipeline trench, hydraulic testing of equipments, cleaning and rack maintenance jobs, housekeeping etc. at production installations.

Supply of listed/unlisted Labours for Miscellaneous jobs in OIL's operational area

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 tackles 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 Officer/Representative 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 workmanlike manner.

3. The Company's Officer/Representative 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 Officer/Representative 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 any workman who he (The Officer/Representative) considers incompetent or unsuitable; the Officer/Representative'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 instructions as shall be necessary for the purpose of proper and adequate execution of the services 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 Officer/Representative 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 undernoted 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) VAT Act. Assam
- xi) Service Tax Act.

Or any other Acts or Statute not hereinabove specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work.

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.

"The duration of the contract shall be _____ weeks from the commencement date mentioned in the work order."

8. 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 neighborhood.

9. 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.

10. The contractor employing 20 (twenty) or more workmen on any day preceding 12 months shall be required to obtain requisite license 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.

11. Wages shall be paid by the Contractor to the workmen directly without any intervention of any Jamadars or Thekaders 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.

12. 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 finalized.

13. 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.

14. 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.

15. 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.

16. The Contractor shall deploy identified listed/unlisted WCLs as shown in Part II, in all works.

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

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

19. Special Conditions

- a) The PBG 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) The Contract price is inclusive of all the taxes and duties including VAT.
- d) Service Tax will be reimbursed wherever applicable.

20. SPECIAL INSTRUCTION

[A] Listed WCLs who are being engaged shall be entitled to the following wages and benefits:

(a) Wages: A total amount of Rs. 261.30 per day shall be paid to the listed WCLs, which includes wages & all allowances.

(b) The Contractor shall ensure payment of wages to the listed WCL by contractors within 7th day in every month.

(c) Provident Fund (PF): OIL shall directly discharge the responsibility for deduction of PF amount from the wages of contract workers and depositing the same with the PF authorities.

(d) Holidays: In addition to the 06 (six) paid holidays viz Republic Day, Independence Day, Mahatma Gandhi's B'day, Bohag Bihu, Durga Puja & Magh Bihu admissible to the listed WCLs , any other holiday(s) as and when declared under the Negotiable Instrument Act shall also be admissible to the contract labourers as paid holidays.

(e) Leave with wages: A total numbers of 18 (eighteen) days in a calendar year shall be admissible to the listed WCLs as leave with wages, which is to be extended by the contractors.

(f) Wages on Rest days: Intervening national & festival holidays shall be deemed to be the working days for the purpose of calculation of six consecutive working days to be eligible for the weekly rest day wages. However these listed WCLs will not be paid for such holiday except as admissible under Clause (d) above.

(g) Overtime allowance: Overtime allowance shall be paid to the listed WCLs as and when they are made to work on overtime.

(h) Annual Increment: 2% annual increment of wages.

[B] Unlisted WCLs who are being engaged prior to the year 2000 shall be entitled to the following wages and benefits.

(a) Wages (all inclusive): Rs. 261.30

(b) Annual Increment: These unlisted WCLs will be entitled for 2% annual increment.

(c) Provident Fund: The responsibility for deduction of PF and depositing the same along with employers' contributions with the PF authorities shall be directly discharged by Oil India Limited.

(d) Holidays : In addition to the 03 (Three) holidays admissible to these unlisted WCLs, the following 03 (Three) paid holidays i.e. Bohag Bihu, Durga Puja and Magh Bihu in a calendar year will also be admissible. Additionally, any other Holidays if and when declared under the Negotiable Instruments Act and applicable to OIL shall also be admissible to them as paid holidays.

(e) Leave with wages: A total no. of 18 (Eighteen) days in a calendar year shall be admissible to these unlisted WCLs as leave with wages which is to be extended by the contractor.

(f) Overtime allowance: Overtime wages shall be paid to these unlisted WCLs as per rules, as and when they are made to work on overtime.

(g) Weekly Rest Day Wages: The intervening national and festival holidays shall be deemed to be the working days for the purpose of calculation of six consecutive working days in order to be eligible for the weekly rest day wages, provided the contract labourer concerned is present on other working days of the week.

[C] Unlisted WCLs deployed by the contractors since year 2000 shall be entitled to the following wages and benefits:

(a) Wages (all inclusive) : Rs. 192.47

(b) Annual Increment: These unlisted WCLs shall be entitled to Annual increment @ 2% of wages.

(c) Holidays: These unlisted WCLs shall continue to be entitled to 03 days paid national holidays in a calendar year.

(d) Leave with wages: A total number of 06 (Six) days in a year shall be admissible to these unlisted WCLs as leave with wages which is to be extended by the contractor.

(e) Weekly Rest Day Wages: The intervening national and festival holidays shall be deemed to be the working days for the purpose of calculation of six consecutive working days in order to be eligible for the weekly rest day wages, provided the contract labourer concerned is present on other working days of the week.

(f) Provident Fund: The responsibility for deduction of PF and depositing the same along with employers' contributions with the PF authorities shall be directly discharged by Oil India Limited.

[D] BONUS : Contractor shall have to pay yearly bonus @12% of wages to the WCL subject to a maximum wage ceiling of Rs. 3500/- per month per WCL i.e. maximum of Rs 5040/- per year per WCL on company's advice which will be reimbursed by the company on submission of documentary evidence.

[E] Contractor shall obtain Group Insurance Policy for payment of compensation under applicable statutory Workmen Compensation Act covering all the WCLs deployed under the contract. The premium will be reimbursed to the Contractor by the company on production of documentary evidence.

21. BILLING CYCLE : Payment will be on monthly basis and the billing cycle will be 21st day of the preceding month to 20th day of the current month. The contractor will be required to submit his bills to Head of controlling deptt latest by 22nd of the current month and should release the payment by 7th of the subsequent month.

22. ISSUE OF WAGE SLIP : Contractor will issue wage slip to their listed/unlisted WCLs for the billing month alongwith the wages indicating wages paid and applicable deductions like P.F. etc..

23. Contractor shall ensure that the applicable wages are disbursed to their identified Listed/Unlisted WCLs and

documentary evidence in the form of statutory payment of wages sheet should be submitted to Head of controlling deptt within 15th of each month.

24. Contractors will make payment to the labours latest by 7th of the following month in presence of departmental representatives of Principal Employer who shall certify the Register of Wages maintained by the contractors. The defaulting contractors will be blacklisted in all service contracts with OIL.

25. Impersonation will be taken care by law of the land.

26. Income Tax (TDS) at the applicable rate will be deducted at source on the total contract amount of the contract for which TDS certificate will be issued as per law.

27. Payment to be made to the labourers by the contractor through cheques only.

28. Daily wages will be based on 8(eight) hours a day including Saturday.

29. Working in excess of 8 hours upto 9(nine) hours in a day is payable at the ordinary rate of wages (i.e. Single OT) and working beyond 9(nine) hours in a day, OT is payable at double the ordinary rate of wages (i.e. Double OT).

30. ARBITRATION:

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

Place of Arbitration: DULIAJAN.

31. I.B. 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 as and when advised.

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

33. 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)."

34.0 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.

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

SIGNED & DELIVERED FOR AND ON BEHALF OF

(Signature of Contractor or his legal Attorney)

----- by the hand

(Full Name of Signatory)

of -----
its Partner/Legal Attorney

(Seal of Contractor's Firm)

And in presence of

(Signature of witness)

Date : _____

(Full Name of Signatory)

Address:

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Designation _____

Date _____

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

WORKS CONTRACT

Tender No. DCL9695P11/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	service of listed labours: Total listed labour = 11 Total No. of working days = 365(year 2011)+366(year 2012) Quantities = 11 X (365+366) = 8041 Mandays	Man Days	8,041.000	266.11	2,139,790.51
20	Single OT for listed labour: Cumm. basic w.e.f 2011 = 204.25 Working hours in a day = 8 hrs Rate of single OT = (cumm. basic)/(working hours) = 204.25/8 = 25.53	Hours	5,100.000	25.53	130,203.00
30	Double O.T of listed labour: = 2 X Rate of single O.T per hour = 2 X 25.53 = 51.06	Hours	5,988.000	51.06	305,747.28
40	Service of unlisted labour prior to 2000: Total no. of unlisted labour prior to 2000 = 2 Total no. of working days = 365(year 2011)+366(year 2012) Quantity = 2 x (365+366) = 731 Mandays	Man Days	1,462.000	266.10	389,038.20
50	Single OT for Unisted labour prior to 2000:	Hours	927.000	25.53	23,666.31

Contractor

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Company

	Cumm. basic w.e.f 2011 = 204.26 Working hours in a day = 8 hrs Rate of single OT = (cumm. basic)/(working hours) = 204.26/8 = 25.53				
60	Double O.T of Unlisted labour prior to 2000: = 2 X Rate of single O.T per hour = 2 X 25.53 = 51.06	Hours	1,089.000	51.06	55,604.34
70	Service of unlisted labour since 2000: Total no. of unlisted labour since 2000 = 17 Total no. of working days = 365(year 2011)+366(year 2012) Quantity = 17 x (365+366) = 12427 Mandays	Man Days	12,427.000	196.32	2,439,668.64
80	Single OT for Unisted labour since 2000: Cumm. basic w.e.f 2011 = 192.47 Working hours in a day = 8 hrs Rate of single OT = (cumm. basic)/(working hours) = 192.47/8 = 24.06	Hours	7,883.000	24.06	189,664.98
90	Double O.T of Unlisted labour since 2000: = 2 X Rate of single O.T per hour = 2 X 24.06 = 48.12	Hours	9,253.000	48.12	445,254.36
100	Light equipments supplied: 1.Dao = 26 Nos. X 1(in 2 years) for 26 WCL's @ Rs 50/- = Rs 1300/- for 26 Nos. of Daos 2.Sickel = 26 Nos. X 4(in 2 years) for 26 WCL's @ Rs 25/- = Rs 2600/- for 104 Nos. of	Number	210.000	40.00	8,400.00

sickles
 3.Oil picking Gallon(20l)
 = 26 Nos. X 2(in 2 years) for
 26 WCL's @ Rs 65/-
 = Rs 3380/- for 52 nos. of
 gallons
 4. Total units
 = 26 +104 +52
 = 182
 5. Avg. cost per unit
 = (1300 + 2600 + 3380)/182
 = Rs 40/-

A)	Total Amount(Rs):	6,127,037.62
B)Profit/Establishment Charge/Handling Charge/Miscellaneous = 10% of (A)	Rs :	612,703.76

TO BE FILLED BY BIDDER

I/we on this _____ day of _____ 20____, hereby offer to execute the work described above at the rate of _____% (in figure) _____P.C. (in words) of item (B) i.e. Profit /Establishment Charge/Handling Charge/Miscellaneous and I/we have fully understood the Contract terms & conditions.

[*Bidders can quote only between 50% to 100% of profit amount (B)

** Bidders quoting above 100% and below 50% of profit amount (B) will be rejected outright.]

*** In case of any discrepancy in rates quoted in words and figures, the rates quoted in words will be considered.

**** If any corrections in quoted rates are made, same has to be signed by the concerned bidder. If the same is not signed, the bid will be rejected outright]

Note:

1.0 The bidders should not quote their rates for individual items. They should offer their overall rate only as a percentage of (B) and shall be in figures as well as in words. No overwriting shall be allowed. However, in case of correction, the same must be initialed. In case of discrepancy, the rates quoted in words shall be considered.

2.0 In case of any identical situation, the L-1 bidder will be determined through draw of lots.

3.0 Offer not furnished in the above format as per instruction given above, shall summarily be rejected.

4.0 The % of profit quoted shall also be applicable to bonus payment in case of contractor's request of reimbursement of bonus payment to WCLs.

OIL INDIA LIMITED
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WORKS CONTRACT

Special Conditions of Contract(SCC)

Tender No.: DCL9695P11/KB

1.0 Job will be requisitioned normally on Company's working days (six days a week) and time (i. e. from 7-00 a. m. to 3-00 p. m.) only unless any emergency arises. If any deputed labourer has to continue unfinished job beyond Company's working time, the contractor must take approval of working from company's representative. The services required will be same for all items as described in appropriate places of this PR.

2.0 Contractor has to depute suitable labourers within his listed or unlisted available manpower (irrespective of category in terms of wage rate/name/age etc.) as per requisition. The deployment of category of labourer (in terms of wage/person/age/etc.) to be engaged to any requisitioned job/site/installation will be fully under the discretion of Contractor concerned. The conducting department/section or any representative shall not define or direct the category (in any term), to contractor in this regard.

3.0 The contractor or his authorised representative must be regularly available at office on working days for receiving advice from conducting section, deployment of labourers to sites as requisitioned and arranging any other movement of his labourers if required.

4.0 He has to provide his contact telephone numbers for contact on odd hours that may be required for any complaint/help that may be communicated to him by his deputed labourer.

5.0 The contractor has to maintain Form XVII, XIX, XXIII & 'C' along with the record of any misconduct by any labourer relating job involvement/attendance, for company's verification whenever asked for submitting for our verification.

6.0 While quoting for the Office establishment, Transportation, Consumables, the bidder may proportionately adjust the amount in rates subject to Company's policy/guidelines to avoid complicity.

7.0 For mobilisation of supplied labourer to requisitioned sites and other movement, Company is not bound to provide transport unless carrying of heavy materials for distance movement.

8.0 Penalty:

- i) A penalty of Rs. 1000 /- only will be imposed on the contractor per incident if there is any damage or loss of company's property by the contractor's labourer .
- ii) If the supervising personnel are found irregular for more than five consecutive days, a penalty of Rs. 500 /- per day will be imposed on the contractor upto a maximum of Rs. 5000 /- per month.

9.0.Safety Rules:

i) As OIL installations are vital petroleum Installations, all statutory regulations are to be strictly followed by the contractor/contractor's people engaged for the said jobs.

ii) 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. Contractor has to 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 his sub or sub-sub contractors etc.

iii) Any labourer(WCL)found without proper safety gadgets will not be allowed to work and no man-days will be considered for the particular day.

iv) 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 his working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work.

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

v) The Contractor shall prepare written Safe Operating Procedure (SOP) for the works to be carried out under the contract, 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.

vi) 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.

vii) The contractor shall keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.

viii) 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 .

ix). All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, Initial Medical Examination (IME), Periodic 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(Mines Vocational Training),IME & PME.

x) The contractor shall submit returns to DGMS 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.

xi) The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

xii) It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all Health, Safety and Environment (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. 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) Contractor has to arrange daily tool box meeting and regular site safety meetings and maintain records.

xx) Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

xxi) 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.

xxii) A contractor employee must, while at work, cooperate with his 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.

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

xxiv) 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.

xxv) 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.

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

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

xxviii) For any HSE matters not specified in the contract document, the contractor will abide by the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

10.0 The contractor shall have to pay the wages within 7th day of every month to the WCLs engaged by him.

11.0 While receiving requisition, Contractor must study and understand the job involvement to be carried out by his supplied labourer(s) as he has the responsibility for satisfactory completion of assigned jobs in given time. If he has any reservation about the number of labourer(s) asked for and the time of completion of assigned jobs, he can very well negotiate with the indenting representative and alter the requisition although ultimate decision will be taken by company's representative.

12.0 The contractor who will be awarded the contract shall have to submit an undertaking that he understands the

responsibilities as mentioned above and terms and condition fully and shall be abide by.

13.0 The contractor must obtain "Entry Permit" from CISF Commandant / Head-Security of OIL for all his workers to enable them to work inside the Installations.

14.0.All other matters not spelt above will be governed by company's rules.

Names & Key No. of Listed WCL :

S.I.No.	Names	Key No.
1.0.	SRI RIKH BAHADUR CHETRY	:ID No.-597
2.0.	MD.HAFIZUDDIN AHMED	:ID No.-600
3.0.	SRI RAJESH SONAR	:ID No.-602
4.0.	SRI BINA NANDA GOGOI	:ID No.-604
5.0.	SRI GOPAL NEWAR	:ID No.-605
6.0.	SRI SALONI BALMIKI	:ID No.-609
7.0.	SRI BISHWANATH BORA	:ID No.-613
8.0.	SRI DILIP BARUAH	:ID No.-614
9.0.	SRI NUMAL CHANDRA GOGOI	:ID No.-615
10.0.	SRI RAMAKANTA BORAH	:ID No.-617
11.0.	SRI SUNILAL RAJBHOR	:ID No.-618

Names & Key No. of Unlisted WCL prior to 2000:

S.I.No.	Names	Key no.
1.0.	SRI BHUPEN BURAGOHAIN	:ID No.-218
2.0.	SRI RAMANAND SUKLABAIDYA	:ID No.-220

Names & Key No. of Unlisted WCL since 2000:

S.I.No.	Names	Key No.
1.0.	SRI ANUP CHETIA	:ID No.-580
2.0.	SRI BASU CHETRY	:ID No.-581
3.0.	SRI GOUTAM DORJE	:ID No.-582
4.0.	SRI LALASWAR CHETIA	:ID No.-583
5.0.	SRI RAJIB DUTTA	:ID No.-584
6.0.	SRI ARUN GOR	:ID No.-586
7.0.	SRI DHARAMBIR BALMIKI	:ID No.-587
8.0.	SRI DIPOK DEBNATH	:ID No.-588
9.0.	SRI JYOTISH DEBNATH	:ID No.-590
10.0.	SRI M.DASARATH RAO	:ID No.-591
11.0.	SRI PRAKASH PRADHAN	:ID No.-592
12.0.	SRI RAJU KURMI	:ID No.-593
13.0.	SRI SANJU KUMAR DORJEE	:ID No.-594
14.0.	SRI SUROJIT RAJBONGSHI	:ID No.-595
15.0.	SRI B.CHETIA	:ID No.-998
16.0.	Sri GOUTAM CHETRY	:ID No.-1007
17.0.	SRI.N.MECH	:ID No.-1027

Job Requirement for listed labour:-

Contractor has to complete the assigned jobs through his labourers as described below. Contractor has to carry out the assigned jobs during normal working hours of company's duty time. However if required he can depute his labourer beyond duty hours with prior permission of company's representative.

1. Maintenance of various sizes of oil and gas lines (painting, leak repairing, screwing unscrewing, dismantling and erection of pipe supports etc.), maintenance of the separator vessels/ET's (safety valve replacement, control valve replacement, scraping/cleaning the separators, oil tanks etc), hydraulic testing of equipments of Production Installations and Fields, assistance in various kinds of field jobs in areas under the jurisdiction of Eastern Producing Area (EPA) as shown by company's representative.
2. Cleaning and proper keeping of machinery parts/production items of Production Installation and Fields under the jurisdiction of EPA as shown by company's representative.
3. Excavating and refilling of pipeline trench, earth cutting, making small nallahs as directed to Contractor.
4. Lifting of pipes and its accessories and carrying to places as directed by contractor.
5. Picking of spilled crude oil, oil-mixed sludge, scraping /cleaning the surrounding area at various locations as directed to contractor.
6. Inscription of letters in equipments, painting of boards as directed by contractor. Paints will be provided by company.
7. Handling of office stationeries, filing, stacking of spares at the godown, stock maintenance of various spares/fittings/tools, handling the same for loading/unloading at vehicles.
8. Jungle/grass cutting, painting jobs, house keeping at the offices and installations in the areas under EPA as and when required.
9. Contractor has to carry out the assigned jobs during normal working hours of company's duty time. However if required he can depute his labourer beyond duty hours with prior permission of company's representative.

Job requirement for unlisted labour prior and since 2000.

Ditto as provided for listed labour.

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

WORKS CONTRACT

Schedule of company's Plants, Materials and Equipments

Tender No.: DCL9695P11/KB

1)Equipment such as wrench, tongs, ladder, platform etc.and other heavy arrangement will be provided to contractor by company.

2)Light Equipments such as Dao, Sickle, Oil picking gallon(20L) etc. will have to be provided by the contractor.

To
 HEAD-CONTRACTS
 Oil India Limited
 DULIAJAN

SUB:SAFETY MEASURES
Tender No : DCL 9695P11/KB

Description of work/service :

Supply of Listed/Unlisted WCLs for the following services at the Production offices, Installations and Oil fields of Digboi and adjoining areas like Kusijan, Bogapani, Hapjan, Makum, Barekuri, Bhaghjan, Bordumsa, Khumchai, Manabhum etc in Assam and Aruachal Pradesh under the jurisdiction of EPA Digboi.

Maintenance of various sizes of oil and gas lines (painting, leak repairing, screwing unscrewing, dismantling and erection of pipe supports etc.), crude oil picking, grass/jungle cutting, inscription of letters in equipments, excavating and refilling of pipeline trench, hydraulic testing of equipments, cleaning and rack maintenance jobs, housekeeping etc. at production installations.

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)

Date _____

Yours Faithfully

M/s _____

CONTRACTOR
FOR & ON BEHALF OF