

Oil India limited
(A Government of India Enterprise)
PS-7, Madarihat (West Bengal)

M/s.

TENDER NOTICE NO: G277638P11

Date : 06.04.2010

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

<u>Description of work / service</u>	<u>Location</u>	<u>Contract period</u>	<u>i) Bid Closing/Opening date</u> <u>ii) Earnest Money deposit</u>
Hiring of services of design,laying,fabrication of fire water ring incl.supply of material.	Madarihat	4 months	20.04.2010 Rs. 6500.00 (Rupees six thousand five hundred)

- 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

Dy. Chief Engineer(O)PS-7
Oil India Limited
(A Govt. of India Enterprise)
PS-07, Madarihat, West Bengal.

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 GUWAHATI. This Earnest Money shall be refunded to all unsuccessful tenderers, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6.0 below. Tenders received without Earnest Money in the manner specified above will be summarily rejected.

3.0 Tenders will be received upto 14:00 PM (IST) on the date as mentioned above and opened on the same day at 14:00 PM (IST) at's Office before any attending tenderers. Tender box is placed at the Office of Head (Contracts). However, if the above mentioned closing / opening day of the tender happens to be non-working day due to Bundh / Strike or any other reason, the tenders will be received and opened on the following working day at the same time except on Saturdays.

4.0 The rates shall be quoted per unit as specified in the Schedule of Work (Part-II) and shall be in words as well 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 initiated. 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 be sent by registered post addressed to

Dy. Chief Engineer(O)PS-7

Oil India Limited
(A Govt. of India Enterprise)
PS-7, Madarihat, West Bengal
P.O.Madarihat. Dist. Jalpaiguri

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 indication 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 indication 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.

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 discount / 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 provision 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.

DY.CHIEF ENGINEER (OPS),PS7

For GENERAL MANAGER (PLS)

TENDER NO. : G277638P11

Date : 06.04.2010

BID REJECTION/EVALUATION CRITERIA**1.0 BI REJECTION CRITERIA(BRC):**

The bid shall conform to the specification and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specification. Notwithstanding the general conformity of the bid to the stipulated specifications, the following 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 shall be submitted along with the Techno-Commercial Bid.

2.0 TECHNICAL :**BIDDERS ELIGIBILITY CRITERIA(BEC)**

7.1.1 The Bidder shall have the experience of fabrication and laying pipeline as per relevant Codes in last 7 (seven) years reckoned from the date of bid closing date.

7.1.2 The bidder must have experience of execute contracts in last 7 (seven) years reckoned from the date of bid closing date.

i) Single contract of minimum value Rs 11.00 Lakhs . or

ii) Two contracts of minimum value Rs 7.00 Lakhs .

or

iii) Three contracts of minimum value Rs 5.50 Lakhs .

Note:

1. Documentary evidence in support of work experience and fulfilling the requirement as spelt out in clause 2.1 & 2.2 must be submitted along with techno-commercial bid. These documents should be in the form of copies of Contracts / Work Orders/ Completion Certificates/ Payment Certificates issued by the Owner of a pipeline. However, the originals of these documents shall have to be produced by the bidder, as and when asked for.

7.2 FINANCIAL

7.2.1. Average annual financial turnover during the last 3(three) years ending financial year 2009-10 should be at least Rs 4.60 Lakhs.

Oil India Limited

(A Government of India Enterprise)
PS-7, Madarihat, West Bengal

WORKS CONTRACT

TENDER NO. G277638P11

DESCRIPTION OF WORK / SERVICE : Hiring of design,laying,fabrication of fire ring in PS7

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 _____ 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.

d) 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 would and workmanlike manner.

CONTRACTOR

1/7

COMPANY

Tender No. G277638P11

3.0 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.

4.0 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.

5.0 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.

6.0 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. 1932
- iv) The Payment of Wages Act, 1963.
- v) The Payment of Bonus Act, 1965.

Tender No. G2779638P11

- 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 hereinabove 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.

7.0 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.

8.0 The Contractor must complete the work within 16 WEEKS of the written order to commence work. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the Contractor's part, he / she will be liable to pay to the Company liquidated damages at the rate of ½% (half percent) 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 utilization of the work then the Contractor will be liable to pay liquidated damages by way of penalty at the rate of ½% (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.

9.0 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.

10.0 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.

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

12.0 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.

13.0 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.

14.0 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.

15.0 The Contractor shall ensure that all man 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.

16.0 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.

17.0 The Contractor shall deploy local persons in all works.

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

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

20.0 SPECIAL CONDITIONS

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

Tender No. G277638P11

- b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the worker' payment.
- c) Contractor(s) 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.

21.0 ARBITRATION

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

Place of Arbitration : MADARIHAT.

22.0 FORCE MAJEURE

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

23.0 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 before engagement.

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

25.0 SET OFF CLAOUSE :-

“Any some 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 (orsuch other person or persons contracting through Oil India Limited) for payment of a some 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 of

its Partner / Legal Attorney

(Full Name of Signatory)

And in presence of -----
Date : _____

(Seal of Contractor's Firm)

(Signature of Witness)

(Full Name of Signatory)
Address :

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED
Date : _____

Designation :

CONTRACTOR

7/7

COMPANY

CONTRACTOR

6/7

COMPANY

General Manager (PLS)
Oil India Limited
PS-7, Madarihat
Jalpaiguri (West Bengal).

SM

Sub : SAFETY MEASURES

Tender No. G276928P10.

Description of work / service :

Row patrolling service at PS-7 sector, from KM 632 to 783 including ROU.

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 authorized 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.

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

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.

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

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

Yours faithfully,

(S E A L)

Date : _____

M/s. _____
CONTRACTOR
FOR & ON BEHALF OF

