

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

M/s.
India

TENDER NOTICE NO.: DCL7709P08/DP

Date: 07.01.2008

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: MORAN OIL TOWNSHIP, MORAN
CONTRACT PERIOD: 2(TWO) YEARS
BID CLOSING/ OPENING DATE: 31.01.2008
EARNEST MONEY DEPOSIT: 40,000.00 (RUPEES FORTY THOUSAND 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

HEAD-CONTRACT
OIL INDIA LIMITED
(A Govt. of India Enterprise)
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.

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 HEAD-CONTRACT's office before any attending tenderers. Tender box is placed at the office of HEAD-CONTRACT. 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 recived 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

HEAD-CONTRACT
OIL INDIA LIMITED
(A Govt. of India Enterprise)

Contracts, Duliajan 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 with in stipulated time as mentioned in the Notification of award of the contract issued to the Contractor.

12.1 The proceed 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 into 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 incase 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 liquidate 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.

For HEAD-CONTRACT

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

WORKS CONTRACT

DCL7709P08/DP

DESCRIPTION OF WORK/SERVICE :-

Supply of listed/unlisted labours for miscellaneous jobs in OIL operational areas.

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

PART - I CONDITIONS OF CONTRACT

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

WITNESSETH:

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

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

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

2. 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.

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 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.

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. 251.96 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. 192.47

(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. 161.26

(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 the bonus @ 8.33% of wages paid to the WCLs to a maximum of Rs. 2499.00 per WCL per year 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. The defaulting contractors will be blacklisted in all service contracts with OIL.

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

26. ARBITRATION:

Any dispute under this contract will be settled through Arbitration as per Indian Arbitration and Conciliation

Act, 1996.
Place of Arbitration: DULIAJAN.

27. 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.

28. 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.

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. DCL7709P08/DP

Part II - 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	Supply of UnListed Labour prior to 2000	Man Days	7,080.000	192.47	1,362,687.60
20	Double OT-UnListed Labour prior to 2000	Hours	192.000	47.18	9,058.56
30	Supply of Un Listed Labour since 2000.	Man Days	39,312.000	161.26	6,339,453.12
40	Double OT-Un Listed Labour since 2000	Hours	96.000	39.52	3,793.92
50	Supply of Materials	Months	24.000	4,966.70	119,200.80
60	Fixed charge for the Vehicle	Months	24.000	14,843.00	356,232.00
70	Running charge	Per Km per Vehicle	7,056.000	10.05	70,912.80

A)	Total Amount(Rs):	8,261,338.80
B) Profit/Establishment Charge/Handling Charge/Miscellaneous = 10% of (A)	Rs :	826,133.88

TO BE FILLED BY BIDDER

I/we on this ____ day of _____ 2007, hereby offer to execute the work described above at the rate of _____% below*/at par* of (B) above i.e. Profit/Establishment Charge/Handling Charge/Miscellaneous and I/we have fully understood the Contract terms & conditions.

[* Indicate one only striking out the others and quote with figures and words up to two places after decimal.

** The bidders can quote -50% to 0% on the offered 10% as profit to them i.e. the bidders quoting below 50% or above 0% 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
(A Govt. of India Enterprise)
Contracts, Duliajan

WORKS CONTRACT

Particular Specifications and Instructions

Tender No.: DCL7709P08/DP

1. THE CONTRACTUAL PERIOD WILL BE VALID FOR 2 (TWO) YEARS W.E.F. 01/04/2008 (EXTENDABLE BY ANOTHER ONE YEAR IF REQUIRED)
2. SCOPE OF WORK (AREA TO BE COVERED AT MORAN OIL TOWNSHIP)
 - I) ALL TYPES OF EMPLOYEES QUARTERS, INCLUDING TROCCO AND BASHA TYPES.
 - II) ALL TYPES OF B,LOWS.
 - III) SCHOOLS, CLUBS, OFFICES ETC.
 - IV) ALL SURFACE DRAINS, SHALLOW AND DEEP DRAINS.
 - V) ALL CONSERVENCY TRACKS (CUTTING OF GRASS/ WEEDS AND CLEANING)
 - VI) COLLECTION AND DISPOSAL OF CARCASSES AND ALL TYPES OF GARBAGES.
 - VII) CLEANING JAM/ SEPTIC TANK IN THE HOUSING, B,LOWS, OFFICES ETC.
3. TOTAL DEPLOYMENT OF WCLS/ DAY (EXCLUDING SUNDAYS AND HOLIDAYS EXCEPT WCLS ENGAGED FOR DISPOSAL OF CARCASSES AND JAM CLEANING WHOSE DUTY DURING HOLIDAYS ALSO) IS 66.
4. THE SMALL REFUSE BINS KEPT IN THE B,LOWS, OFFICES AND OTHERS SHALL BE EMPTIED OF REFUSE AND DEPOSITED IN THE REFUSE BINS BEHIND THE B,LOWS/ OFFICES. NO SPILLAGE SHALL BE LEFT UNREMOVED.
5. THE FLOORS OF ALL ROOMS, CORRIDORS, TOILETS, VERANDAH ARE TO BE SWEEPED WITH BROOMS DAILY INCLUDING SWEEPING THE CARPETS AND THE FLOORS SWABBED/ SCRUBBED DAILY WITH A DAMP CLOTH AND THE SWEEPING DISPOSED OFF INTO THE REFUSE BINS.
6. THE DOOR MATES SHALL BE BRUSHED, DUSTED AND AIRED IN THE SAME AND PLACED BACK IN THE ORIGINAL POSITION. THE SMALL BED SIDE CARPETS SHALL ALSO BE BRUSHED, DUSTED AND AIRED IN THE SUN AND PLACED BACK IN THE ORIGINAL POSITION.
7. ALL TOILETS AND BATHROOMS SHALL BE SCRUBBED AND CLEANED INCLUDING SCRUBBING AND CLEANING OF ALL SANITARY FITTINGS SUCH AS HAND BASINS, MIRRORS, PLATE GLASS SHELVES, SINKS ETC. EVERY DAY.
8. ALL CEILINGS, WALLS, STAIR CASES INCLUDING STAIR HEADS, SHALL BE CLEANED ONCE EVERYDAY.
9. ALL SURFACE DRAINS/ SHALLOW DRAINS SURROUNDING THE B,LOWS/ OFFICES AND SERVENT QUARTERS, EMPLOYEE QUARTERS ETC. SHALL BE KEPT CLEANED. ALL SURFACE DRAINS OUTSIDE THE FENCING OF B,LOWS, QUARTERS, OFFICES OR ANY OTHER PLACES IN THE TOWNSHIP SHALL BE

CLEANED DAILY AND TO CUR GRASS/ WEEDS ETC. GROWN ON THE SIDES OF EACH DRAINS.

10. ALL THE GARAGES, DRIVE WAY, FOOTPATHS ARE ALSO TO BE CLEANED ONCE EVERY DAY.

11. ALL DEEP DRAINS, CONSERVANCY TRACKS ARE TO BE KEPT CLEANED OF SILTS / GARBAGE AND GRASS/ WEEDS GROWN ON THE SIDES OF DRAINS AND IN THE TRACKS.

12. ALL TYPES OF GARBAGE FROM THE DUSTBINS, DUMPS, ROAD SIDES ARE TO BE COLLECTED AND DISPOSED OFF.

13. CARCASSES ARE TO BE COLLECTED AND DISPOSED OFF IMMEDIATELY AFTER GETTING A REPORT OR NOTICE.

14. JAM CLEANING IN THE TOILETS AND DISLUDGING OF SEPTIC TANK ARE TO CARRIED OUT AS AND WHEN REQUIRED FOR.

15. THERE SHALL BE NO WORK ON SUNDAYS AND HOLIDAYS EXCEPT FOR THOSE WCLS WHO ARE ENGAGED FOR COLLECTION AND DISPOSAL OF CARCASSES AND JAM CLEANING/ DISLUDGING OF SEPTIC TANK.

16. WORKING TIME : 8 HOURS, FROM MONDAY TO SATURDAY.

17. THE CONTRACTOR SHALL PROVIDE ALL TOOLS AND EQUIPMENTS FOR CLEANING SURFACE DRAINS, DEEP/ SHALLOW DRAINS, EMPLOYEES QUARTERS, GRASS CUTTING AND CLEANING OF CONSERVANCY TRACKS, GARBAGE-CARCASS COLLECTION AND DISPOSAL LIKE BROOM, BRUSH, DAOLI, KODALI, BELCHA, SERUIZER ETC. (EXCEPT THOSE FOR B,LOW CLEANING).

18. THE CONTRACTOR SHALL PROVIDE ONE TRANSPORT VEHICLE DAILY, EQUIVALENT TO TATA SE 1612/42, LPT 1612/42, SE 1510/42 OR ASHOK LEYLAND TUSKER SUPER 1613, TUSKAR 13647, COMET 1611 OR EQUIVALENT MODEL TRUCK WITH THE FITTING OF 8 FT. HIGH STRONG IRON NETTING ON 3 (THREE) SIDES, MANUFACTURED NOT EARLIER THAN 01/10/2002, AND WITH THE PROVISION OF ONE DRIVER AND ONE JUGALI.

19. IN THIS CONTRACT, CONTRACTOR WILL ENGAGE THE FOLLOWING UNLISTED WCLS (I&II) TO CARRY OUT THE JOBS. (TOTOAL WCLS TO BE ENGAGED DAILY IS 66)

I. UNLISTED WCLS (PRIOR TO THE YEAR 2000)

1. SRI MOHI MOHAN : SERIAL NO. 205
2. SRI ROBIN GOGOI : SERIAL NO. 206
3. SRI BITUL CHANGMAI : SERIAL NO. 207
4. SRI KHIROD BHUYAN : SERIAL NO. 208
5. SRI BUDHESWAR GOGOI : SERIAL NO. 209
6. SRI DIPANKAR GOGOI : SERIAL NO. 210
7. SRI KHAGEN DEHINGIA : SERIAL NO. 211
8. SRI RAJIB BORAH : SERIAL NO. 212
9. SRI RANJIT DHANWAR : SERIAL NO. 213
10. SRI TULAN GOGOI : SERIAL NO. 214

II. UNLISTED WCLS (SINCE THE YEAR 2000)

1. SRI BIMAL PHUKAN : SERIAL NO. 505
2. SRI BISWAJIT DAS : SERIAL NO. 506
3. SRI KHOGESWAR KONWAR : SERIAL NO. 507
4. SRI KIRON GOGOI : SERIAL NO. 508

5. SRI LOLIT CHUTIA : SERIAL NO. 509
6. SRI NILA GOGOI : SERIAL NO. 510
7. SRI NIRANJAN GOGOI : SERIAL NO. 511
8. SRI REBOT KONWAR : SERIAL NO. 512
9. SRI SANJIB GOGOI : SERIAL NO. 513
10. SRI SIBANANDA DEHINGIA : SERIAL NO. 514
11. SRI TONKESWAR CHANGMAI : SERIAL NO. 515
12. SRI BENU GOGOI : SERIAL NO. 516
13. SRI BHAIRAB SAIKIA : SERIAL NO. 517
14. SRI BROJEN GOGOI : SERIAL NO. 518
15. SRI BUDHESWAR BAILUNG : SERIAL NO. 519
16. SRI BUDHESWAR GOGOI : SERIAL NO. 520
17. SRI HEM CHANDRA GOGOI : SERIAL NO. 521
18. SRI ITUL GOGOI : SERIAL NO. 522
19. SRI LOBON GOGOI : SERIAL NO. 523
20. SRI PROKHANTA KONWAR : SERIAL NO. 524
21. SRI RATNA GOGOI : SERIAL NO. 525
22. SRI TIPESWAR GOGOI : SERIAL NO. 526
23. SRI BITUL CHANGMAI : SERIAL NO. 527
24. SRI AKON GOGOI : SERIAL NO. 528
25. SRI ATUL CHUTIA : SERIAL NO. 529
26. SRI DHANESH RABI DAS : SERIAL NO. 530
27. SRI DURGA KURMI : SERIAL NO. 531
28. SRI HABIL TOPNA : SERIAL NO. 532
29. SRI JITEN GOGOI : SERIAL NO. 533
30. SRI JULIAS KORWA : SERIAL NO. 534
31. SRI KUMUD PHUKAN : SERIAL NO. 535
32. SRI MRIDUL SARMA : SERIAL NO. 536
33. MRS SMRITI REKHA DEVI : SERIAL NO. 537
34. SRI NANDESWAR GOGOI : SERIAL NO. 538
35. SRI PROBIN MOUT : SERIAL NO. 539
36. SRI PUNA KONWAR : SERIAL NO. 540
37. SRI SIDANANDA BARUAH : SERIAL NO. 541
38. SRI AJIT GOGOI : SERIAL NO. 542
39. SRI ANIL CHOWTAL : SERIAL NO. 543
40. SRI BIDYOUT BORUAH : SERIAL NO. 544
41. SRI BOLO GARH : SERIAL NO. 545
42. SRI BUDHESWAR BORAH : SERIAL NO. 546
43. SRI BEDARU CHOWTAL : SERIAL NO. 547
44. SRI GHANA BURAGOHAIN : SERIAL NO. 548
45. SRI HEM GOGOI : SERIAL NO. 549
46. SRI HOREN KORWA : SERIAL NO. 550
47. SRI ISWAR CH. DEKA : SERIAL NO. 551
48. SRI JAYANTA GOGOI : SERIAL NO. 552
49. SRI JIB KANTA DUTTA : SERIAL NO. 553
50. SRI LUHIT SATNAMI : SERIAL NO. 554
51. SRI MOHAN KORWA : SERIAL NO. 555
52. SRI PRAFULLA PHUKAN : SERIAL NO. 558
53. SRI PUTUL BORUAH : SERIAL NO. 559
54. SRI ROHIT GOWALA : SERIAL NO. 560
55. SRI SUREN KONWAR : SERIAL NO. 561
56. SRI TANKESWAR BURAGOHAIN : SERIAL NO. 562

12. Bid Rejection & Evaluation Criteria.

A) BID REJECTION CRITERIA (BRC):

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

i) Bidder must have relevant experience in carrying out similar nature of job with PSUs / Central Govt. /State Govt. Organization in last 7(seven) years from date of bid opening.

Should have successfully executed similar works of value-

1. Single contract of minimum value of Rs. 40, 00,000/-

OR

2. Two contracts of minimum value of Rs. 25, 00, 000/- each.

OR

3. Three contracts of minimum value of Rs. 20, 00, 000/- each.

ii) Average Annual financial turnover during the last 3(Three) years, ending 31st March 2007, should be at least Rs.15, 00, 000/-

iii) Bidder must submit all necessary documents related to experience and turnover in duplicate.

Note-

"Similar nature of job" mentioned above means experience in handling all types of LABOUR ORIENTED CONTRACTS.

In case of OIL contractors providing services of listed / unlisted labours who currently have one or more than one labour contract with OIL and total no of labours (having key nos.) under different contracts of the individual contractors is 10 or more , are exempted from submission of documents required by clause (i) & (ii).

Documentary Evidence :

(1) In case of OIL contractors, copy of 'Certificate of Completion (COC)'/ 'Service entry Sheet (SES)' of jobs successfully completed, showing gross value of job done. It may be clearly noted that simply mentioning of OIL CCO Number will not be accepted.

(2) The name of Listed / Unlisted labours with key no. against the contract must be submitted.

I) For proof of Annual turnover, any one of the following document/photocopy must be submitted along with the bid: -

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

ii) Audited Balance Sheet and Profit and Loss account.

II) For proof of requisite Experience, any one of the following document/photocopy must be submitted along with the bid: -

ii) Certificate issued by any other Public Sector Undertaking/ Govt. Department in last seven years ending bid closing date showing:

(a) Gross value of job done; and

(b) Nature of job done; and

(c) Time period covering the financial year(s) as per the NIT.

iii) Bidder(s) must also furnish the followings.

1. NAME OF FIRM
2. DETAIL POSTAL ADDRESS
3. TELEPHONE NO.
4. MOBILE NO.
5. E-MAIL
6. FAX NO.
7. CONTACT PERSON
8. CONTACT PERSON'S CONTACT NO.
9. TAX EXEMPTION CERTIFICATE NO. (Attested copy required)
10. CST REGD.NO. (Attested copy required)
11. LOCAL SALE TAX REGD.NO. (Attested copy required)
12. PAN NO. (Attested copy required)
13. VAT REGD, NO. (Attested copy required)
14. BANK ACCOUNT NO.
15. BANK ACCOUNT TYPE.
16. BANK NAME
17. BANK ADDRESS
18. SERVICE TAX REGD.NO. (Attested copy required)
19. P.F.CODE NO. (Attested copy required)

(Or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them. In case the P.F. is required to be deposited later on, the same will be deposited by the bidder (applicant).

20. VENDOR NO. (IF AVAILABLE)

iv) Solvency Certificate from Bank

v) Non- submission of the documents as specified in BRC above will result in rejection of bids.

B) BID EVALUATION CRITERIA (BEC):

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

1. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items of Part-II (i.e. schedule of works, units, quantity, rates) of the tender.
2. OIL will not be responsible for delay, loss or non receipt of applications (for bidding documents) sent by mail and will not entertain any correspondence in this regard.
3. **Discount:** Bidders are advised not to indicate any separate discount. Discount if any, should be merged with the quoted offer. Discount of any type indicated separately will not be taken in to account for evaluation purposes. However, in the event such offer without considering discount is found to be lowest, OIL shall avail such discount at the time of award of contract.

C) GENERAL

- a) In case bidder takes exception to any clause of Tender Document not covered under BEC / BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by the Company. The loading so done by the Company will be final and binding on the Bidders. No deviation will however, be accepted in the clauses covered under BRC.
- b) To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses must be received on or before ten days from the date of clarification sought by the Company, failing which the bid will be summarily rejected.
- c) In case any of the clauses in the BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.
- d) Any exceptions / deviations to the tender and applicable statutory duties and levies must be spelt out by bidder in their 'Techno-Commercial' bid only.
- e) The originals of such documents [furnished by bidders(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

To
 HEAD-CONTRACT
 Oil India Limited
 DULIAJAN

SUB:SAFETY MEASURES
Tender No : DCL7709P08/DP

Description of work/service :

Supply of listed/unlisted labours for miscellaneous jobs in OIL operational areas.

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