

Oil India limited
(A Government of India Enterprise)
PS-3, Jorhat ,Assam

M/s.

TENDER NOTICE NO: G238100L11

Date : 17.05.2010

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>
ROW patrolling (km 71 to km 214) PS3,Jorhat sector	ROW km71 to km214 underPS3,Jorhat	Two year extendable by one year	07.06.2010 Rs. 7500.00 (Rupees seven thousand five hundred only)

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

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

Chief Engineer(Ops)PS-3
Oil India Limited
(A Govt. of India Enterprise)
PS-03,Jorhat,Assam

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 12:00 AM (IST) on the date as mentioned above and opened on the same day at 12:00 AM (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 registered post addressed to

Chief Engineer(O)PS-3

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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.

18.0 DISCOUNTS / REBATES.

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

For GENERAL MANAGER (PLS)

AS PER PROPOSAL THE BELOW MENTIONED CRITERIA HAS TO BE FULFILLED

BEC/BRC

1.1. BID REJECTION CRITERIA (BRC):

The bid shall conform to the specifications 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 specifications. 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 Bid.

**1.2. TECHNICAL :
BIDDERS ELIGIBILITY CRITERIA**

1.2.1 The bidder shall be a Regd. Security Agency by Govt. Authorities with valid credentials and have experience of carrying out services for atleast one year (cumulative) in last three (03) years reckoned from the Bid closing Date (BCD).

Note:

1. Documentary evidences in support of valid Registration , work experience and fulfilling the requirement as spelt out in clause 6.2.1 must be submitted along with bid. If the validity of Registration does not cover the proposed service period the party must give an undertaking to renew the same till the completion of the contract.

2. These documents should be in the form of copies of Contracts / Work Orders/ Completion Certificates/ Payment Certificates/Service Entry Sheet (SES) issued by the Owner. However, the originals of these documents shall have to be produced by the bidder, as and when asked for.

1.3.0 COMMERCIAL:

1.3.1 Bidder shall furnish EMD as Bid Security along with Bid . Bid security shall be furnished in the form of Demand Draft/ Banker.s cheque from any Nationalised Bank as a part of the Bid in a separate sealed envelope . Any bid not accompanied by a proper bid security will be rejected.

1.3.2 Any bid received in the form of Telex / Cable /Fax /E-mail / Telephone call will not be accepted.

1.3.3 Bid shall be typed or written in indelible ink and original bid shall be signed by the Bidder or their authorized representative on all pages failing which the bid will be rejected.

1.3.4 Bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by Bidder, in which case such corrections shall be initialed by the person(s) signing the bid. Any bid not meeting this requirement shall be rejected.

1.3.5 Any bid containing false statement will be rejected.

1.3.6 Bidders must quote clearly and strictly in accordance with the price schedule of Bidding Documents , otherwise the bid will be rejected.

1.3.7 The Bid Documents are not transferable. Bids made by parties who have not purchased the Bid Documents from the Company will be rejected.

1.3.8 Any Bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.

1.3.9 Price quoted by the successful Bidder must be firm during the performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

1.3.10 The quoted price in the bid must be written clearly both in figures words.

1.3.11 The quoted price in the bid shall include service tax and other applicable taxes/liabilities including State liabilities.

1.4.0 GENERAL:

1.4.1 No deviation will however, be accepted in the clauses covered under BEC/BRC.

1.4.2 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.

1.4.1 In case Bidder takes exception to any clause of Tender Document not covered under BEC/BRC, then the Company shall exercise its 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.

1.4.2 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 BEC/BRC also and such clarification fulfilling the BEC/BRC clauses must be received on or before the deadline given by the Company, failing which the offer will summarily rejected.

1.4.3 Any additional information/terms/ conditions furnished in sealed Price Bid will not be considered by Company for evaluation /award of contract.

1.4.4 The successful bidder /contractor shall undertake to indemnify the company against all claims which may arise under the under noted Acts during signing of the contract:

- a) The Mines Act - 1952
- b) The Minimum Wages Act 1948
- c) The Workman#s compensation Act 1923
- d) The payment of wages Act 1963
- e) The payment of Bonus Act 1965
- f) The Contract Labour (Regulation and Abolition) Act 1970 and the rules framed thereunder.
- g) Employees Pension Scheme 1995.
- h) Interstate Migrant (regulation of Employment and Condition of Service) Act 1979
- i) The Employees Provident Fund and Miscellaneous Provisions Act 1952
- j) AGST Act/VAT
- k) Service Tax Act

1.5.0 BID EVALUATION CRITERIA (BEC):

1.5.1 The bids conforming to the technical specifications, 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:

1.5.2 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total cost of various works envisaged under the contract.

OTHER TERMS & CONDITIONS

- 1.0 The service provider shall inspect and report the surface conditions on and adjacent to the pipeline RoW/RoU pertaining to indication of leaks, encroachment, exposure, construction activity other than that performed by the company, any sabotage or tap the pipeline, rupture, incidents of fire in and around RoW/RoU or destruction caused to any equipment/pipeline fixture immediately to OIL authorities, Fire brigade, Police /Civil authorities depending upon situation after inspection and weekly report in a prescribed format.
- 2.0 Assisting the police and other authorities in investigation in case of accident, report/submit FIR/give relevant evidence to the police about the incident.
- 3.0 The contractor shall ensure his personnel adhere to safe working practices and take precautions against hazardous and unsafe working conditions and shall comply with OIL's safety rules as laid down.
- 4.0 The contractor shall submit the verification report to ascertain character and antecedents from the civil administration towards the persons engaged under this contract to OIL Office before engagement
- 5.0 Insurance of the contractor's personnel is at contractor's scope including the cost
- 6.0 The contractor shall keep and maintain all statutory registers/records as required under the provisions of the Acts mentioned and keep the same available for inspection by OIL's representative and/or Government Authorities.
- 7.0 The cost of any damage caused to men and material of OIL/third party due to violation of safety, security and environmental norms shall be recovered from the contractor. The appropriate authority of OIL or its delegates shall only decide the quantum of damage, in such an event