

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

M/s.
India

TENDER NOTICE NO.: DCO3648P10/BB

Date: 05.06.2009

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

DESCRIPTION OF WORK/ SERVICE.	LOCATION	CONTRACT PERIOD	i)Bid Closing/ Opening date ii)Earnest money deposit
HIRING THE SERVICE OF ONE NO BRAND NEW CRAWLER MOUNTED HYDRAYLIC EXCAVATOR FITTED WITH DOZER BLADE POWERED BY DIESEL ENGINE DEVELOPING 54 HP@1900 RPM AND FITTED WITH 3.71 M BOOM ,1.65 ARM,.30 CUM BACKHOLE BUCKET, 360 DEGREE SWING AND LIFTING CAPACITY 0.95 TON FOR A PERIOD OF 4 YEARS.	OIL'S OPERATIONAL AREAS IN ASSAM	48 (FORTY EIGHT) MONTHS	25.08.2009 29,000.00 (RUPEES TWENTY-NIN E THOUSAND 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

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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-CONTRACTS's office before any attending tenderers.Tender box is placed at the office of Head(Contracts). However, if the above mentioned closing / opening day of the tender happens to be non-working day due to Bundh / Strike or any other reason,the tenders will be received and opened on the following working day at the same time except on Saturdays.

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

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

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

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

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

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

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

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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 indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.

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

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

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

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

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

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

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

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

HEAD-CONTRACTS
For HEAD-CONTRACTS

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WORKS CONTRACT

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DESCRIPTION OF WORK/SERVICE :-

HIRING THE SERVICE OF ONE NO BRAND NEW CRAWLER MOUNTED HYDRAYLIC EXCAVATOR FITTED WITH DOZER BLADE POWERED BY DIESEL ENGINE DEVELOPING 54 HP@1900 RPM AND FITTED WITH 3.71 M BOOM ,1.65 ARM,.30 CUM BACKHOLE BUCKET, 360 DEGREE SWING AND LIFTING CAPACITY 0.95 TON FOR A PERIOD OF 4 YEARS.

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 plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

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

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

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be

demolished or rectified by any other means at the Contractor's expenses.

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

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

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

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

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

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

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

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

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

8. The Contractor must complete the work within 208 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 1/2% (Half p.c) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 15% (fifteen p.c) of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 15% (fifteen percent) of total contract cost.

The Chief Engineer's certificate as to the criticality or otherwise of an item shall be final.

The payment of liquidated damages/penalty may be reduced or waived at the sole discretion of the Company whose decision in this regard will be final.

In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and / or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

9. In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots , or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's works or and its neighbourhood.

10. The tendered all-inclusive Price (i.e. the Contract price) is Rs. _____
(Rupees _____

_____ only.) but the Company shall pay the Contractor only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

On account payment may be made, not oftener than monthly, upto the amount of 90% (ninty percent) of the value of work done. Final payment will be made only after satisfactory completion of the work . Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

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

12. Wages shall be paid by the Contractor to the workmen directly without any intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise be deducted/ recovered by the Jamadar from the wages of the workmen.

13. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalised.

14. The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.

15. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.

16. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities.

17. The Contractor shall deploy local persons in all works.

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

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

20. Special Conditions

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

b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.

c) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

21. ARBITRATION :

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

Place of Arbitration : DULIAJAN .

22. FORCE MAJEURE :

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

23. LB VERIFICATION REPORT AND SECURITY REVIEW :

Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

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

25. SET OFF CLAUSE :-

"Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited)."

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

Date : _____

(Signature of witness)

(Full Name of Signatory)

Address:

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Date_____

Designation _____

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WORKS CONTRACT

Tender No. DCO3648P10/BB

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	CRAWLER SERVICE	Months	48.000		
20	OPERATING CHARGE PER HOUR	Hours	10,624.000		
30	OVERTIME FOR OPERATOR PER HOUR	Hours	2,920.000		
40	OVERTIME FOR HELPER PER HOUR	Hours	2,920.000		
				Total Amount(Rs):	

Note :- Bidder must include all liabilities including statutory liabilities in their quoted rates.

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WORKS CONTRACT

Particular Specifications and Instructions

Tender No.: DCO3648P10/BB

PART - III PARTICULARS, SPECIFICATIONS AND INSTRUCTIONS

AA: TECHNICAL -

1.0 The CRAWLER MOUNTED EXCAVATOR unit supplied against this agreement shall meet the following models/specifications -

1.1 MAKE & MODEL OF TRACTOR -

A) L&T, MODEL :PCPC71 OR EQUIVALENT

Note : Make & Model of the EXCAVATOR offered shall be clearly indicated in the bid. TECHNICAL LEAFLET CONTAINING DETAILED SPECIFICATIONS OF THE OFFERED UNIT SHALL BE SUBMITTED ALONG WITH BID IN ORIGINAL FOR SCRUTINY.

(B) SPECIFICATIONS -

MACHINE MODEL : PC71 OR EQUIVALENT

ENGINE MODEL : KOEL 4R-1040

ENGINE MAKE : KOEL

H.P : 54 HP @1900 RPM

BOOM : 3.71 M

ARM : 1.65 M

BUCKET CAPACITY: 0.30 CUM

DIGGING REACH : 6.3 M

LIFTING CAPACITY : 0.95 TON

OPERATION IN WATER DEPTH :0.75 M

SWING CAPACITY : 360 DEGREE

DOZER BLADE : ATTACHED

ROLLER GUARD SHOULD BE PROVIDED

2.0 Tools & Accessories -

Followings tools & accessories shall be provided with each unit

a). Standard tool kit

b) "ON OIL INDIA DUTY" shall be painted prominently on the body of vehicle.

3.0 Inspection :

a) The unit will be duly inspected/tested by Company before accepting any unit for its operation. Such inspection/tests shall be carried entirely at Contractor's risk. Any tractor trailer unit found deficient or defective in any manner will not be accepted until such deficiency is completely rectified to the satisfaction of the Engineer.

b) At the time of above inspection during placement, all documents/information detailed shall be submitted AMONGST OTHER RELEVANT DOCUMENTS.

c) IN ADDITION TO INSPECTION AT THE TIME OF PLACEMENT, THE UNIT WILL BE INSPECTED EVERY THREE MONTHS THEREAFTER OR AS AND WHEN CONSIDERED NECESSARY BY THE COMPANY ENGINEER DURING THE TENURE OF THE CONTRACT. ANY DEFICIENCY / DEFECT FOUND DURING SUCH

INSPECTION MUST BE RECTIFIED BY THE CONTACTOR TO THE FULL SATISFACTION OF THE ENGINEER.

BB: BID SUBMISSION -

The following information / documents are to be submitted along with the bid -

- a) Make & Model of the unit offered. In case of supply of equivalent model as specified in this tender document, Make & Model of the unit offered shall clearly be indicated in the bid.
- b) Manufacturer's original printed technical leaflet/brochure of the unit containing all above technical details amongst others.
- c) BIDDER MUST GIVE AN UNDERTAKING AS PER PRESCRIBED FORMAT (ANNEXURE-C) DECLARING THAT IF AWARDED WITH THE CONTRACT BY OIL, HE/SHE WOULD SUPPLY THE UNIT STRICTLY AS PER TENDERED SPECIFICATIONS (DETAILED IN PART-III OF THIS TENDER DOCUMENT) AND ALL OTHER TERMS & CONDITIONS AND THAT HE/SHE WOULD SUBMIT TO THE COMPANY

CC: OTHERS -

1. The service period will be counted from the date of placement of the unit into the service of the Company.
2. Contractor's representative/supervisor will report everyday to the Field Engg office for receiving instructions for duties of the unit for the day to day operations.
3. An undertaking of safety measures to be adopted has to be given before the commencement of the Service Agreement. The format for such declaration is available in the contract office.
4. The duty timing for deployment on 8(Eight) hours basis will be decided by the Company and shall be binding on the Supplier(s). The same may be changed from time to time at the discretion of Company.
5. The Company will make payment only after authorized by the Company's Engineer.
- 6.1. In case, supplier fails to place the vehicle for duties in time on any particular day without prior permission from Company, then the delayed placement/duty timings will not normally be accepted. On such occasions unit will be treated as shutdown and the same will attract prorata deduction of fixed charge and also imposition of penalty at rates given above.
7. The Crawler unit supplied under this agreement will normally be used for Ditch cleaning activities, to handle sand in river Dhing, dredging, trenching for cable and pipe laying, levelling, back filling and light dozing, pond making application within OIL's areas of activities in Assam . The 1(One) helper, to be provided . Similarly, in case the minimum one No. Jugalie is not provided by the Supplier on any particular day, then the vehicle will either be not accepted or alternatively wages of jugalie not supplied will be recovered from Supplier's bill at prevalent Govt. rates for engaging such labourers.
8. The Supplier will be held responsible for any damage of Company's materials during operation of crawler and will have to make good the losses that might be incurred by the Company.
9. It will be solely the Supplier's responsibility to fulfill all the legal formalities for the Crawler Unit to ply in Dibrugarh, Tinsukia and any other districts of Assam ..
10. The Supplier will have to engage skilled supervisory staff for necessary liaisoning with Company's Engineer. The name of such persons should be notified in writing to the company. It will be entirely the responsibility of the Supplier/his Supervisor/representative to ensure strict adherence to all safety measures during operation of CRAWLER and safety of workers engaged by him.
11. Job authorised by the user department shall be taken as 'Authorised' Job and will only be considered for payment.

12. The Crawler under this Contract will be based normally at Duliajan, but will be required to make frequent trips for crawler service in different OIL's areas of activities in Assam .Bidder has to make their own arrangement for accommodation, fodding&lodging during operation at site.

13. Security of Crawler will be the contractors responsibility.

14. The supplier will ensure that all the crew members of crawler supplied under this agreement regularly use personal protective equipment (PPE) as per requirement of the Oil Mines Act, 1952 and Oil Mines Regulations, 1984. If any of the crew members is found without PPE, the crawler will not be used by the company and such period of non-use will be treated as shutdown. In case the supplier has any problem in supply of Safety Boots, Safety Helmet etc. to his crew members, he/she may request the company to supply the same on chargeable basis.

15. The crew members engaged by the supplier will be required to undergo Mines Vocational Training to be imparted by the company.

16. The supplier will ensure that his crew members follow the instruction of the company's Engineer / Junior Engineer present at site and do not violate any safety norms. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Junior Engineer for safe operation.

17. If the company arranges any safety class / training for the crew members, the supplier will not have any objection to any such training.

18. Only adult persons are to be employed by the supplier. In no case, minor or adolescent workers will be allowed for working in oil field operations.

19. Besides above, all other activities are to be in compliance with the provisions of Oil Mines Regulations 1984, Mines Act 1952.

HSE CONDITIONS .

1. The supplier will be responsible for:

a) Maintenance of the crawler and its accessories, e.g. Kilometer cable, sitting arrangements etc. in tip top condition.

b) Providing the Crawler and driver with valid papers properly updated for plying, on contract basis, in district of Dibrugarh and Tinsukia, and make available for instant scrutiny by authorized persons like Security Officer/CISF personnel, police and designated representative of the Company. The vehicle should be duly registered and insured by the transport supplier against all risks at his cost.

c) Providing all personnel working in the vehicle with valid identity cards from the company so that the can move round in protected areas.

d) Providing all persons working in the vehicle with proper safety gears i.e. Safety Helmet, Safety Shoes, Hand Gloves, etc.

The contractor shall provide safety appliances to all the working personnel as per following details. Necessary supportive document shall have to be submitted as proof.

i) Safety Boot (DGMS approved)- 01 pair per year per person.

ii) Safety Helmet (DGMS approved)- 01 No. per person for three years .

iii) Hand Gloves (similar to OIL's)- as and when required

If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill.

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

e) The contractor will be responsible for the safety of his vehicle, his men and for all activities for execution of the contract. He shall provide accident insurance cover for his men. It will be entirely the responsibility of the Supplier/his Supervisor/representative to ensure strict adherence to all safety measures and statutory rules during operation of CRAWLER applicable to OIL 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 / Junior Engineer for safe operation.

f) 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.

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

2. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of Field Engineering Deptt.

3. The contractor's supervisor shall ensure placement of vehicle and take attendance of his men every day for the work, punctually.

4. The contractor shall not engage a helper for OIL's job

- if found to achieve superannuation age,
- if declared medically unfit, and
- if found guilty on account of misconduct.

5 . a)The contractor should deploy only MVT (Mines Vocational Training) trained persons for carrying out the jobs. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status

b)If the company arranges any safety class / training for the crew members, the supplier will not have any objection to any such training.

6. 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.

7. The contractor has to keep a register of the persons employed by him/her.

8. The contractor's personnel has to abide by all relevant statutory safety and environment rules, regulations, applicable codes and standards (i.e.Mines Act 1952, OMR 1984, OISD standards, BIS ,EP Act etc.).

9. 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 safety laws by the sub or sub-sub contractors.

10. The contractor has to submit the Mines return to the Mines Safety Directorate in prescribed format.

The contractor shall submit to DGMS returns 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 VT Certificate, how many work persons undergone IME and type of

medical coverage given to the work persons.

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.

11. Adequate precaution shall be taken against accidental contact with electrical transmission line unless the same is kept de-energised during movement of the excavator.

12. Driver/Operator of the crawler shall

- " perform a pre-operational check of their equipment.
- " be familiar with operator's manual.
- " report all needed repairs promptly.

not use any equipment that is unsafe.

13. Necessary spark arrestor in the exhaust of the crawler to be fitted and Vehicle Entry/ Cold / Hot work/Electrical isolation/ energisation / Work at Height/ permits, etc are to be obtained from authorized personnel before entering the installations.

14. The excavator should have suitable audio alarms while reversing and working of the audio alarm To check that the audio alarm are in working condition.(Refer DGMS technical circular No.9 of 2003 and circular No. 7 of 1977.)

15. Operators should be aware of employees and others on foot in work areas and be sure area is clear of personnel before lowering stabilizers or moving the boom

16. Proper Safe Operating Procedure (SOP) for the work to be carried out to be prepared including an assessment of risk, wherever possible and safe methods to deal with it/them. To ensure that the workers understand the work to be done, the hazards that may be encountered, and the proper precautions/procedure for carrying out the work safely and accordingly follow the same.

For example :

" The attachments of the excavator must not be left in the raised position when equipment is not in use. It should be always lower them to the ground.

" Be sure outriggers are properly set before operating backhoe.
 " Never allow anyone to work under a raised bucket.
 " Operators should make a visual inspection of work area prior to beginning work.)
 "

17. Before excavating, digging, etc the area should be properly reviewed for presence of electrical cable, pipeline, flow line etc.

18. For preventing fires in Heavy Earth Moving Machineries DGMS technical circular No. 10 of 2004 to be followed.

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

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

21. For any clarification with regard to the above, the contractor should contact DSO FIELD ENGG. Department.

22.0 Bid Rejection Criteria & Bid Evaluation Criteria for the tender

AA) BID REJECTION CRITERIA (BRC):

I) 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. 46, 40,000 /-
OR
2. Two contracts of minimum value of Rs. 29, 00,000/- each.
OR
3. Three contracts of minimum value of Rs. 23, 20,000/- each.

ii) Average Annual financial turnover during the last 3(Three) years, ending 31st March 2008, should be at least Rs.17, 40,000/-

iii) Bidder must submit all necessary documents related to experience and turnover, otherwise bid will be rejected.

II. TECHNICAL PART

1. The Bidder(s) must offer the services of 1(one) Nos. Brand new Crawler mounted Excavator
2. Bidder must specify the make, model and year of manufacturer of the offered excavator
3. Bidder has to provide leaflet/Technical literature of the offered model
4. Minimum experience for OPERATOR for operating the offered Crawler should be 4 (four) years in river bed operation for handling sand only in Govt. /Semi Govt. organization/PSU.
5. Offered specification should be as per NIT specification and any deviation from NIT for the following data/specifications, bid will be rejected.

- 5.1
- | | |
|---------------------------|---------------------------|
| (a) Lifting Weight | : Minimum 0.95 Ton |
| (b) Swing Speed | : Minimum 12 RPM |
| (C) Arm | : Minimum 1.65 M |

6. Bidder has to purchase the excavator from OEM or from authorized dealer of OEM. Certificate for dealership from OEM has to produce along with the offer.

Note-

"Similar nature of job" mentioned above means experience in providing crawler service with operator having experience of minimum 04(four) years.

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 Accountant's 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: -

i) In case of OIL contractors, copy of 'Certificate of Completion (COC)'/ 'Certificate of Payment (COP)' 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.

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

BB) 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:

(i) **Fixed charge per month ->(A)**
(Crawler for 24 hrs. with drivers & crew for 8-hrs. duty)

(ii) **Running charge per hr -> (B)**

(iii) **Over time rate per hour for driver -> (C)** (Beyond 8 hours of normal duty)

(iv) **Over time rate per helper per hour ->(D)** (Beyond 8 hours of normal duty)

Rates under (i) & (ii) above are inclusive of the applicable 12.50% AVAT

(The crew to be engaged by the contractor for normal duty of eight hours is to consist of one driver; one helper and one supervisor for each unit)

2.2 For ascertaining overall ranking, the total bid price will be worked out taking the quantum indicated above and the rates quoted for the particular item. The Bid Price per Unit will be worked out as below: -

BID PRICE PER UNIT= 48 X A+{B X 10624}+{C X 2920}+{DX2920}.

TOTAL BID PRICE = BID PRICE PER UNIT

(Considering uniform quantity of average run of 10624 Hrs and 2920 hrs. of O.T each for a driver & helper for 48 months for the services of each Unit).

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 price. 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.

4. A) 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)
22. 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)

4B) Solvency Certificate from Bank

CC) 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 stipulated date mentioned in the letter 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) The originals of such documents [furnished by bidders(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

-

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

WORKS CONTRACT

Schedule of company's Plants, Materials and Equipments

Tender No.: DCO3648P10/BB

ONE NO BRAND NEW CRAWLER MOUNTED HYDRAYLIC EXCAVATOR FITTED WITH DOZER BLADE POWERED BY DIESEL ENGINE DEVELOPING 54 HP@1900 RPM AND FITTED WITH 3.71 M BOOM ,1.65 ARM,.30 CUM BACKHOLE BUCKET, 360 DEGREE SWING AND LIFTING CAPACITY 0.95 TON

To
 HEAD-CONTRACTS
 Oil India Limited
 DULIAJAN

SUB:SAFETY MEASURES
Tender No : DCO3648P10/BB

Description of work/service :

HIRING THE SERVICE OF ONE NO BRAND NEW CRAWLER MOUNTED HYDRAYLIC EXCAVATOR FITTED WITH DOZER BLADE POWERED BY DIESEL ENGINE DEVELOPING 54 HP@1900 RPM AND FITTED WITH 3.71 M BOOM ,1.65 ARM,.30 CUM BACKHOLE BUCKET, 360 DEGREE SWING AND LIFTING CAPACITY 0.95 TON FOR A PERIOD OF 4 YEARS.

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