

OIL INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
DULIAJAN-786602, ASSAM

NOTICE INVITING TENDER

OIL INDIA LIMITED invites sealed tenders from Experienced Contractors / Firms for the following services at company's offered rates in OIL's operational areas in Assam and Arunachal Pradesh.

Tender No.	Description of Service
DCO 4314 P10/BD	Hiring of Services of 12 Kl capacity and 20 Kl capacity bowzers (tankers) for transportation of crude oil/ condensate from various OIL's Field Locations in Assam and Arunachal Pradesh for a period of two years, extendable by another one year.

2. The salient features of the Bidding Document are as follows:

i	Type of Tender	Indigenous Press under Single Stage Single Bid System
ii	Validity of Bids	180 days
iii	Mobilisation Period	30 days from the date of notification of award in case of old bowzers and 75 days in case of brand new bowzers.
iv	EMD	Rs.8000.00 per bowser
v	Performance Security	2.5 % of each contract value.
vi	Duration of Contract	02 (Two) Years
	Extension provision	01 year at 10% reduced Fixed Rate.
vii	Liquidated Damage	Based on the prevailing crude oil rate on the date of incidence for which LD is recovered
viii	Minimum bowser per bidder(both for Assam & AP)	03 Nos. each.
ix	Maximum bowser/ bidder	15 Nos. each for Assam & AP Field.

3. BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC):

3.1 BID REJECTION CRITERIA (BRC):

The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bids will be rejected in case 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.

3.2 TECHNICAL

The bidder must meet the following criteria:

3.2.1 The bidder shall have DIRECT or INDIRECT experience in carrying out "SIMILAR NATURE" of jobs in PSUs/ Central/ State Govt. Enterprises. The bidder shall provide necessary documentary evidence for the same.

3.2.1.1 In case of DIRECT EXPERIENCE:

"SIMILAR NATURE" means the bidder must be in the business of providing services for transportation of crude oil / condensate / other petroleum products / hazardous chemicals through tanker(s) / bowser(s) (having capacity not less than 9 Kls) and have the experience of 2 (two) years in successfully executing contract for such transport services during last 7 (seven) years (ending bid closing date).

3.2.1.2 In case of INDIRECT EXPERIENCE:

"SIMILAR NATURE" means the bidder must provide bowser(s)/ tanker(s) to Oil India Limited INDIRECTLY (i.e. experience of providing attached tanker(s) / bowser(s) to the contractor(s) engaged by OIL) for a minimum period of 2 (two) years for transportation of crude oil / condensate / other petroleum products / hazardous chemicals through tankers / bowzers (having capacity not less than 9 Kls) during the last 7 (seven) years (ending bid closing date).

3.2.2 The Bidder should have an average annual turnover during the last 3(three) years ending 31.03.2008 at least Rs8.00 lakhs (Rupees Eight lakh only) for the bidders offering 12 KL capacity bowzers each and Rs.11.00 Lakhs (Rupees Eleven Lakh only) for the bidders offering 20 KL capacity bowser each.

3.2.3 Bid will be rejected if not accompanied with adequate documentary proof (Refer Note 1 below) in support of experience and turnover as mentioned in Para 3.2.1 and 3.2.2.

Note -1:

A) For proof of Annual turnover, the following documents/ photocopies must be submitted along with the bid: -

- i) A certificate issued by a practising Chartered/ Cost Accountants' Firm, certifying the Annual Turnover and nature of business. and
- ii) Audited Balance Sheet and Profit and Loss account.

B) 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)'/ "Service Entry Sheet(SES)" of jobs successfully completed during the last seven years ending bid closing date, 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 (for jobs successfully completed during the 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.

3.2.4 The bidder shall submit attested copy of documentary evidences of PAN, Service Tax Regd. No., Bank Account number, VAT Regd. number, Provident Fund Code number (Direct Code)/ or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them & Vendor Code No. (with OIL if available). In case the P.F. is required to be deposited later on, the same will be deposited by the bidder (applicant).

3.2.5 All the bowser(s) / tanker(s) to be offered for the service must be of model (year of manufacture) not earlier than 01.01.2005. Valid documentary evidence from the appropriate authority in support of ownership, year of manufacture, Road Permits, Registration, Road Tax, Fitness, Comprehensive insurance, Tank calibration certificate, Explosive licence, Pollution Certificate and Stamped dip stick for all the tanker(s) / bowser(s) offered by the bidder shall be provided along with the bid and also to be shown in Format in Annexure-I. However, the bidders who propose to offer new bowser(s)/ tanker(s) (to be built) must produce documentary evidence of purchase of the brand new chassis indicating make, model, engine number, and chassis number. But, all the documents mentioned herein above must be produced at the time of placement of the bowser(s)/ tanker(s).

3.2.6 For Assam Field, the bidder can offer for 12 kl and / or 20 kl capacity bowzers. But the bidder must offer minimum 3 (three) nos. each for 12 kl or 20 Kl capacity bowzers separately. Combination of 12 KL & 20 KL capacity bowzers offered in a group of minimum of 3 Nos.bowzers is not acceptable. For Arunachal Pradesh Field, the bidder shall offer only 12 kl capacity bowzers and must offer minimum 3 (three) nos. Out of the offered tankers/ bowzers, at least 1 (one) tanker/ bowzer must be in the bidder's name (in case of proprietary firm it may be in proprietor's name and similarly it may be in the partners' name in case of partnership firm) for submitting the tender. The Contractor should submit photocopies of relevant documents of such own bowzers along with the Technical Bid. Rest of the tankers offered may be owned or attached [hired from other source(s)]. A maximum of 15 (fifteen) nos. of bowzers only each from Assam and Arunachal Pradesh Fields will be accepted from a single party.

Note -2:

A) For Assam Field either for 12 Kl capacity bowzers or for 20 kl capacity bowzers, if the number of technically acceptable bowser/ tanker of a bidder falls short of 3 (three) nos, the offer will be rejected.

B) Similarly for Arunachal Pradesh Field if the number of technically acceptable bowser/ tanker (12 Kl capacity) of a bidder falls short of 3 (three) nos, the offer will be rejected.

3.2.6.1 Bid evaluation for award of contract for each category of bowser/ tanker will be made group-wise as detailed in BID EVALUATION CRITERIA (BEC) in clause no.1.6. Bidders offering more than 3(three) bowzers should do so in groups of 3(three) nos. so that total no. of bowzers offered are multiple of 3(three). In case in any offer total nos. Of bowzers exceed multiple of 3(three), then the excess bowser(s) will be clubbed in any of the offered groups in which case the concerned bidder will have to specify the group for the aforesaid clubbing.

3.2.6.2 The bidder should offer separate groups of bowzers/ tankers for different Fields (i.e. a particular group of bowzers may be offered either for Assam Field or for Arunachal Pradesh Field, but not for both the Fields). However, if a particular group of bowzers is not found qualified for the quoted Field as per Bid Evaluation Criteria, the same may be considered for the other Field provided the bidder exercises the option of enclosing a letter mentioning his/ her willingness of utilising the quoted group(s) of bowzers in the other Field also.

3.2.6.3 In case of attached tanker(s), owner of the tanker(s) should execute Affidavit attaching the tanker(s) with the bidder for the entire period of the proposed contract agreement. Format of the Affidavit is enclosed along with this Tender document (Annexure- II).

3.2.6.4 If the same tanker(s)/ bowser(s) found to be included in more than one offer, such bowser(s) will not be considered for award of contract.

3.2.6.5 The bidder must confirm to mobilise within 30(thirty) days (in case of old bowzers)/ within 75 (seventy five) days (in case of brand new bowzers) from the date of issue of Letter Of Intent (LOI) and start the job accordingly.

3.3 PENALTY :

i) For non-deployment of tanker(s)/ bowser(s) (excluding the allowable time for maintenance & refuelling time) penalty shall be levied at the rate of Rs. 1000 (Rupees one thousand) per day on pro-rata basis for up to 2 (two) hours delay for the period of non-deployment of the bowser(s)/tanker(s). Additionally, the pro-rata fixed charge for the period of non-deployment of the bowser(s)/tanker(s) will not be payable. Beyond 2 (two) hours of delay, penalty shall be levied at the rate of Rs. 1000.00 per day for the period of non-deployment in addition to the deduction of pro-rata fixed charge for the period of non-deployment of the bowser(s)/ tanker(s).

ii) In case of default as mentioned below, penalty shall be levied as per sub-clause 1.3(i) above.

a) Delay in initial placement of tanker(s)/bowser(s) beyond the stipulated date.

b) Unsuitability of the Driver or Attendant and/or working crew.

c) Drunkenness and intoxication of the driver and/or the Attendant/crew.

d) Non-availability of tanker(s)/bowser(s) due to any reason, whatsoever, including but not limited to the following conditions

- i) Deteriorated mechanical condition of the tanker(s)/bowser(s) and/or breakdown.
 - ii) Due to inadequate routine maintenance.
 - iii) Time taken for routine serving/maintenance in any particular month in excess of time allowed for such maintenance in any month.
 - e) Non-possession of the valid permits and licenses for the crew and tanker(s)/bowser(s).
 - f) Non-supply of fuel.
 - g) Delay in placement of tanker(s)/bowser(s) on any day as per the instruction of the Company Engineer and/or unauthorised and un-timely release of tanker(s)/bowser(s) on any day without prior permission and authorization from the Company /engineer during the tenure of this Agreement.
 - h) If the Contractor bases the tanker(s)/bowser(s) at a station other than the stipulated Base Station without the authorization of the Company Engineer.
 - i) Non-availability of tanker(s)/bowser(s) due to defects detected upon periodic inspection/tests by the Company.
 - j) Non-rectification of defects expeditiously upon detection by the Company Engineer upon inspection/test undertaken by the Company.
 - k) Non-availability of tanker(s)/bowser(s) or crew when required by the Company Engineer.
 - l) Failure on the part of contractor to discharge his/her obligations as set out in Clause 4.0 hereof and/or failure on part of the contractor to abide with particular instructions as set out in clause 5.0 hereof and/or failure on part of the contractor to obey the instructions of the company engineer as set out in clause 6.0 hereof.
 - m) Any other acts or omissions by the Contractor or his/her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this Agreement.
 - n) Non-availability of tanker(s)/bowser(s)/crew when the Company's operations are normal :
 - o) Non-availability of services due to unauthorised/lightening strike by Contractor or his/her crew for any reason whatsoever. The period of non-availability of services will be treated as shutdown.
- iii) In case, the Contractor fails to place the bowser/tanker for duties in time on any particular day, without prior permission from Company, then delayed placement/duty timings will not normally be accepted. On such occasions bowser/tanker will be treated as shut-down and the same will attract pro-rata deduction of fixed charge and also imposition of penalty at rates given above.
- iv) Similarly, if the tanker/bowser is found to be deployed for any other duties during the period when released for parking at the base station and/or during the period when allowed for routine, Servicing/maintenance, then also tanker/bowser(s) will be treated as shutdown and the same will attract pro-rata deduction of fixed charge and also imposition of penalty at rates given in clause 4.0(I).

3.4 COMMERCIAL:

3.4.1 Bidders shall have to categorically accept the rates offered by Company (OIL) and confirm that the rates shall remain firm during the contract period and not subject to variation on any account except for increase/ decrease of diesel price. The bidder not accepting OIL's offered rates and submitting a bid with an adjustable price will be treated as non-responsive and rejected.

3.4.2 The bidder shall furnish Bid Security for the amount as indicated in the forwarding letter along Bid. Any bid not accompanied by a proper bid security will be rejected.

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

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

3.4.5 The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by Bidder, in which case such corrections must be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

3.4.6 Any bid containing false statement(s) will be rejected.

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

3.4.8 The Bid Documents are not transferable. Bids submitted by parties who have not been issued the Bid Documents from the Company will be rejected.

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

3.4.10 The following Clauses with all its sub-clauses should be agreed in toto, failing which the bid will be rejected.

- Performance Security Clause
- Tax liabilities Clause
- Insurance Clause
- Force Majeure Clause
- Termination Clause
- Liquidated damages Clause
- Penalty clause

3.5 GENERAL:

1.5.1 In case bidder takes exception to any clause of Bidding 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.

3.5.2 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 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.

3.5.3 In case, any of the clauses in the BRC contradict with other clauses of Bidding Document elsewhere, then the clauses in the BRC shall prevail.

3.5.4 Bidder in their Technical bid only must spell out any exceptions/deviations to the tender. Any additional information/ terms/ conditions furnished in the #Price Bid# will not be considered by OIL for evaluation/ award of contract.

3.6 BID EVALUATION CRITERIA (BEC):

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:

(i) The selection for award of contract will be made for the following category/ item wise independently-

- a) 12 Kls capacity bowser/ tanker for Assam Field
- b) 20 Kls capacity bowser/ tanker for Assam Field
- c) 12 Kls capacity bowser/ tanker for Arunachal Pradesh Field

Note: For Assam Field, requirement of 20 KL capacity will be limited to 25% and rest of 12KL capacity.

(ii) The award of contract for each category of bowser/ tanker will be made group-wise on the basis of the latest vintage (Year of manufacture) and for this purpose bid evaluation will be done on the basis of total weightage scored by the individual group of bowsers on the offered vintage. For this purpose vintage-wise weightage will be as under:

- 2009 vintage will have weightage of 1.0
- 2008 vintage will have weightage of 0.8
- 2007 vintage will have weightage of 0.6
- 2006 vintage will have weightage of 0.4
- 2005 vintage will have weightage of 0.2

Hence, total weightage to be scored by a group of bowzers for the offered vintage

$$= (1.000 \times a + 0.8 \times b + 0.6 \times c + 0.4 \times d + 0.2 \times e) \div n$$

Where, a = No. of bowzers of 2009 vintage

b = No. of bowzers of 2008 vintage

c = No. of bowzers of 2007 vintage

d = No. of bowzers of 2006 vintage

e = No. of bowzers of 2005 vintage

n = Total no. of bowzers in the group

(iii) In case of identical situation, award of the contract will be done through Draw of Lot.

(iv) The company reserves the right to engage multiple contractors for this contract.

4. Schedule Of Rates to be offered by OIL to the prospective bidders for the above bowser services are as below:

Item No.	Description	ASSAM		ARUNACHAL PRADESH	
		For 12 KL. Bowser	For 20 KL. Bowser	For 12 KL. Bowser	For 20 KL. Bowser
1	Fixed Cost per day (For 12 hours duty) (Rs.)	1419.24	1745.69	1503.89	1820.14
2	Variable Cost per KM (Rs.)	13.32	18.21	13.32	18.21
3	Over Time per hour (skilled) beyond 12 hrs. duty (Rs.)	21.92	21.92	21.92	21.92
4	Over Time per hour (Unskilled) beyond 12 hrs. duty (Rs.)	9.59	9.59	9.59	9.59

5. Above fixed cost of the hired bowzers has been estimated considering revised wages of drivers at Rs.8000/= per month & helpers at Rs. 3500/= per month for 12 hours duty/ day in line with other hired transport vehicles as per Memorandum of Settlement (MOS) between OIL, MWU & Contractors' Association held in the office of Assistant Labour Commissioner (Central), Dibrugarh on 12.02.2009.

6. Payment to the drivers & helpers must be made through cheque by the contractors and Xerox copy of the same must be submitted along with the next bill.

7. Expenditure towards Entry fees/ Parking charges incurred by the bowzers enroute to Loading/ Unloading Stations will be reimbursed on actual basis on production of Receipts/ Cash memo in original.

8. Non-transferable Bidding Documents may be purchased on any working day (Monday to Friday) between 09.00 Hrs. to 11.00 Hrs. during the sale period from the office of **Head-Contracts, Oil India Limited, Duliajan-786602** on payment of non- refundable Cost of Bidding Document of **Rs. 500.00** in the form of crossed demand draft in favour of OIL INDIA LIMITED, payable at Duliajan.

9. Sale of tender document : **From 21.08.2009 to 21.09.09.**
Bid closing / opening date : **22.09.2009.**

10. 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.

611. The complete Bidding Document is also available on the website of OIL (<http://www.oil-india.com>).

HEAD-CONTRACTS
For RESIDENT CHIEF EXECUTIVE

