

**OIL INDIA LIMITED**  
**(A Government of India Enterprise)**  
**CONTRACTS DEPARTMENT**  
**P.O. DULIAJAN – 786602, ASSAM**

**E-TENDER NOTICE**

OIL INDIA LIMITED (OIL) invites Bids from experience Service Providers through its E-Procurement portal "<https://etender.srm.oilindia.in/irj/portal>" for the following services.

<b>IFB No.</b>	<b>CDI 3392P15</b>
Service Requirement	Maintenance and Extension of Fibre Optic Cabling for OIL's LAN for a period of 02 years
Cost of Bid Document & Bid Security	<b>₹ 2000.00 and ₹ 15,000.00</b>
Period of Sale of Bid Document/Issue of User ID & Password	<b>15.05.2014 TO 17.06.2014(15:30Hrs)</b>
Bid Closing / Opening Date & Time	<b>24.06.2014 (11:00 hrs / 14:00 hrs)</b>
Cost of Bid Document (Non-Transferable and Non-refundable) by way of Demand Draft / Banker's Cheque from any schedule Bank in favour of OIL INDIA LIMITED and <b>payable at Duliajan</b> , along with the application(s) on applicants letter pad for request of USER ID & PASSWORD is to be submitted to Head-Contracts, Contracts Department, Oil India Limited, P.O. Duliajan, Assam-786602 .	
On receipt of requisite Bid Document Cost, USER_ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the bidding through OIL's E-Procurement portal. No physical tender documents will be provided.	
PSU's and SSI units registered with NSIC claiming exemption from payment of tender fee should submit their request with all credentials at least 7 days in advance to get access for participation in the tender.	
The details of IFB can be viewed using "Guest Login" provided in the E-Procurement portal and also in OIL's web site <a href="http://www.oil-india.com">www.oil-india.com</a> . The link to OIL's E-Procurement portal has also been provided through OIL's web site <a href="http://www.oil-india.com">www.oil-india.com</a>	

**OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
CONTRACTS DEPARTMENT, DULIAJAN**

OIL INDIA LIMITED invites ON-LINE BIDS from eligible Bidders/Firms for the following mentioned works/services under SINGLE STAGE COMPOSITE System through its e-Procurement site:

**DESCRIPTION OF WORK/ SERVICE:**

Maintenance and Extension of Fibre Optic Cabling for OIL's LAN

**IFB NO:** CDI 3392P15

**Type of IFB:** Single Stage-Composite System

**LOCATION:** Duliajan, Moran, Digboi, Field installations in Tinsukia and Dibrugarh Districts

**CONTRACT PERIOD:** Two(02) Year

**BID CLOSING/ OPENING DATE & TIME:** 24.06.2014 (11:00HRS/14:00 HRS)

**Bid Submission Mode:** Bid should be submitted online in OIL's E-Procurement portal

**Bid Opening Place :** Office of the Head-Contracts  
Oil India Limited  
Duliajan – 786602, Assam

**Bid Validity :** 180 days from Bid opening Date

**BID SECURITY AMOUNT:** ₹ 15000.00(Fifteen Thousand Only)

**AMOUNT OF PERFORMANCE SECURITY:** 2.5% of Estimated Contract Value

a) Bid Security deposited vide D.Draft/B.Cheque /Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_

**Original hard copy of (a) should reach the office of HEAD-CONTRACTS on or before Bid opening date and time(12:45hrs),**

**otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced bid documents.**

b) Bidders to confirm that in the event of award of Contract ,bidder will submit Performance Security Deposit @ 2.5% of the contract price and this will not earn any interest.

2.0 **SEALED ENVELOPES** containing the Bid Security shall be marked with the above IFB Number and description of work and submitted in the office of :

HEAD-CONTRACTS  
CONTRACTS DEPARTMENT  
OIL INDIA LIMITED  
Duliajan – 786602  
Assam.

All bidders shall deposit the requisite BID SECURITY in the form of Demand Draft/Banker's Cheque/Bank Guarantee in favour of M/s Oil India Limited and **payable at DULIAJAN**. This BID SECURITY shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 5(a) below. Bids without BID SECURITY in the manner specified above will be summarily rejected.

2.0 **Bid should be submitted online up to 11:00 AM (IST) (OIL's e-procurement Portal Server Time) on the date as mentioned and will be opened on the same day at 02:00 PM (IST) at Office of the Head-Contracts in presence of authorized representative of the bidder.**

3.0 **The rates shall be quoted as specified in the "PRICE BID FORMAT" and to be uploaded in attachment under Notes & Attachments tab.**

The bid and all uploaded documents must be Digitally signed using **"Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)]** as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

4.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

5.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their BID SECURITY in full and debarred from participation in future tenders, at the sole discretion of the company.

(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.

6.0 Conditional bids are liable to be rejected at the discretion of the Company.

7.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid 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 and scanned copies of the same should be uploaded along with the Un-priced bid documents.

a. In case of Sole Proprietorship Firm, Copies of Telephone(Landline Bill)/Electricity/ PAN card, latest Income Tax Return form 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.

b. In case of HUF, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form, 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.

c. In case of Partnership Firm, Copies of Telephone(Landline Bill)/Electricity/ PAN card, latest Income Tax Return form 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.

d. In case of Co-Operative Societies, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form 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.

e. In case of Societies registered under the Societies Registration Act, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form 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.

f. In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form 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.

g. In case of Trusts registered under the Indian Trust Act, Copies of Telephone(Landline Bill)/Electricity/ PAN card, latest Income Tax Return form 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.

10.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L's Standard Form of Contract.

11.0 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.

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

13.0 The successful bidder shall furnish a Performance Security Deposit in the form of Demand Draft / Banker's Cheque / Bank Guarantee as specified above before signing the formal contract. The Performance 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 Performance Security Money shall not earn any interest.

14.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security shall be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

15.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or Performance Security is not submitted as per terms of the Contract within the stipulated time, Bid Security shall be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.

16.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security/Performance Security shall be forfeited and the bidder / the party/the contractor shall be debarred for a period of three (03) years from the date of detection of such fraudulent act, besides legal action.

17.0 **The tender will be governed by:**

**Covering Letter.**

**Instruction to Bidders**

**BRC-BEC**-Bid Rejection Criteria & Bid Evaluation Criteria.

**Part - I** - General Conditions of Contract. (GCC)

**Part - II** - Schedule of Work, Unit and Quantity (SOQ)

**Part - III** - Special Conditions of Contract (SCC)

**Part-IV**-Schedule of company's Plants, Materials and Equipments-

**Part-V**-Safety Measures (SM)

**Proforma and Annexures**

**SPECIAL NOTE:**

**GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT :**

To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Bidders must have a valid User Id to access OIL e-Procurement site. Bidders can click on **Guest** login button to view the available open tenders in the E-portal. Bidders shall request OIL through E-mail or fax or letter along with the cost of bid documents as indicated in the NIT for issue of the **USER ID** for accessing and submitting against the E-procurement tender. The User ID shall be issued to the eligible bidders on receipt of the requisite cost of the bid document through email. In case any bidder is exempted

from paying the tender fee, they should request OIL with supporting documents for issue of the User Id on free of charge basis. The detailed guidelines are available in OIL's e-procurement site. For any clarification in this regard, bidders may contact OIL.

**Please note that all tender forms and supporting documents are to be submitted through OIL's E-Procurement site only except Original Bid Security which are to be submitted in sealed envelope superscribed with tender no. and due date to : The Head Contract, Contracts Department, Oil India Limited, Duliajan- 786602,**

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications.

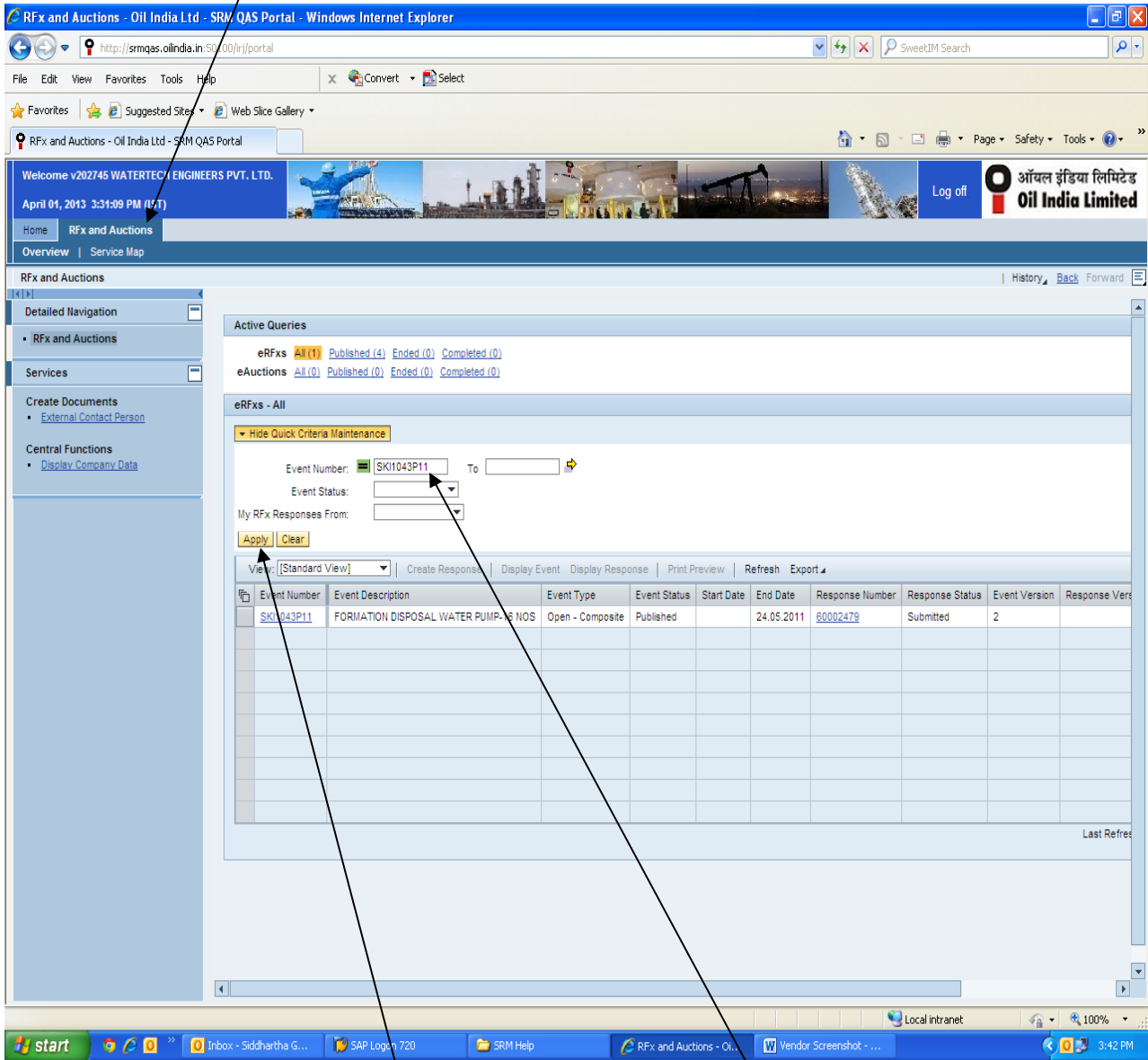
**19.0 The tender is invited under SINGLE STAGE COMPOSITE System. The bidder has to submit the "Un-Priced Techno-Commercial" and "Price-Bid" through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal. **The Technical Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender are to be uploaded under Technical RFx Tab.** The Price Bid rates shall to be quoted as specified in the "PRICE BID FORMAT" and to be attached as attachment under the Notes & attachment tab. **The price quoted in the "PRICE BID FORMAT" will only be considered for evaluation.****

**Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment under Notes & Attachment Tab. Offer not complying with above submission procedure will be rejected.**

A few screen shots to find out the required IFB is shown below.

1.

Select RfX and Auction Tab



2.

3.

Please enter the IFB No. here & Click Apply Tab

## FORWARDING LETTER

CDI 3392P15

After following the above mentioned steps, the details of the IFB under RFX information will be displayed as shown in the page below.

The screenshot displays the 'Display RFX' page in a web browser. The page title is 'RFX - Oil India Ltd - SRM QAS Portal - Windows Internet Explorer'. The main content area shows the following details:

- RFX Number:** SDG7155P13
- RFX Name:** Old RFX Open Composite Bid 180T
- RFX Status:** Published
- RFX Start Date:** [Empty]
- Submission Deadline:** 12.04.2013 11:00:00 INDIA
- Remaining Time:** 10 Days 19:25:10
- RFX Owner:** Mr. Arup Sharma
- RFX Version Number:** 2
- RFX Version Type:** Active Version

Below the details, there are tabs for 'RFX Information', 'Items', and 'Notes and Attachments'. Under 'RFX Information', there are sub-tabs for 'RFX Parameters', 'Questions', 'Note and Attachments', and 'Conditions'. The 'RFX Parameters' section contains various fields for submission and payment details, such as 'Submission Deadline', 'Opening Date', 'Currency', 'Price Bid Opening Date', 'Pre-Bid Conference Time', 'Last Time of Tender Fee Payment', 'Last Date of Tender Fee Payment', 'Last Time to receive PBC queries', 'Last Date to receive PBC queries', 'Contact Details', 'Earnest Money Deposit - USD', and 'Earnest Money Deposit - INR'. The 'Partners and Delivery Information' section includes a table with columns for Function, Number, Name, and Phone Number.

Function	Number	Name	Phone Number
Requester		Ext req trasfer user SERVICE_R3	
Goods Recipient		Ext req trasfer user SERVICE_R3	
Ship-To Address		Assam- Services	2800414
Location		Assam- Services	2800414

**NB: All the Bids must be Digitally Signed using “Class 3” digital signature certificate with Organizations Name (*e-commerce application*) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.**

**HEAD-CONTRACTS**

**INSTRUCTIONS TO BIDDERS**

1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as 'Company', will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**2.0 BIDDING DOCUMENTS**

2.1 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. This Bidding Document includes the following:

- a) A forwarding letter highlighting the following points
  - (i) Company's IFB No.
  - (ii) Bid closing date and time
  - (iii) Bid opening date, time and place
  - (iv) Bid submission place
  - (v) Bid opening place
  - (vi) The amount of Bid Security
  - (vii) The amount of Performance Guarantee
  - (viii) Quantum of liquidated damages for default in timely mobilizations
- b) Instructions to Bidders
- c) General Conditions of Contract (**Part-I**)
- d) Schedule of Work, Unit, Quantities, Rates and Prices (**Part- II-SOQ**)
- e) Special Conditions of Contract (**Part-III-SCC**)
- f) Schedule of company's Plants, Materials and Equipments-( **Part-IV**)
- g) Safety Measures (**Part-V-SM**)
- ~~h) Integrity Paet~~
- i) Price Bid Format
- j) BRC/BEC
- k) (**Proforma & Annexures**).

2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

**3.0 TRANSFERABILITY OF BID DOCUMENTS :**

3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.

3.2 Unsolicited offers will not be considered and will be rejected straightway.

**4.0 AMENDMENT OF BIDDING DOCUMENTS:**

4.1 At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of an Addendum.

4.2 The Addendum will be sent in writing through post / courier / Fax/e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the C-folder under the tab "Amendments to Tender Documents". The company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. Bidders shall also check OIL's E-Tender portal [C-folder under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids.

**5.0 PREPARATION OF BIDS**

5.1 LANGUAGE OF BIDS: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English translated version, which shall govern for the purpose of bid interpretation.

5.2 DOCUMENTS COMPRISING THE BID: The complete bid should be submitted on-line in the e-portal .

**6.0 BID FORM:**

The bidder shall complete the Bid Form.

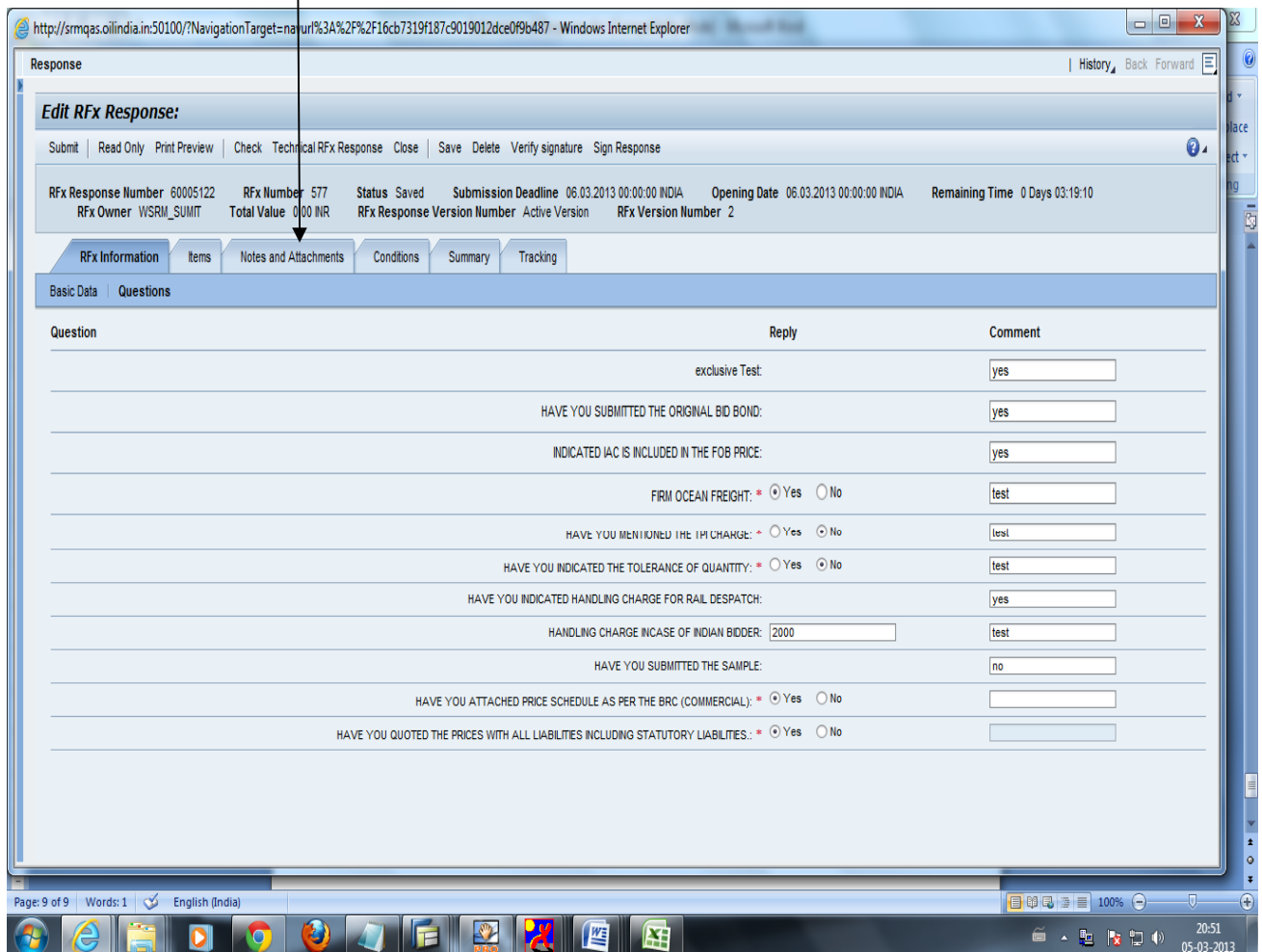
**7.0 BID PRICE:**

7.1 Prices must be quoted by the bidders, both in words and in figures. In case of any discrepancy between the words and in figures, the prices indicated in words only will be considered.

7.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and will not be subjected to variation on any account.

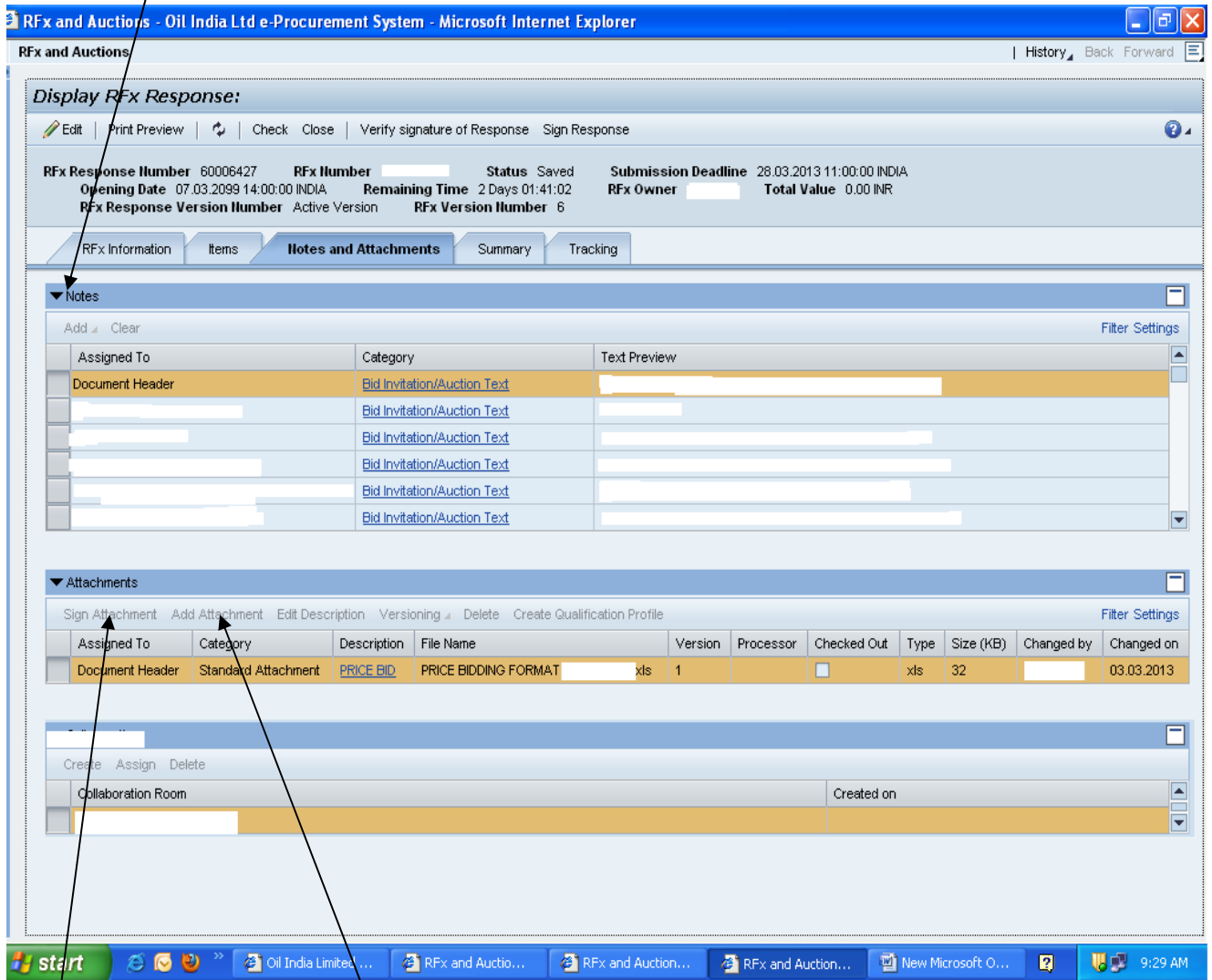
7.3 Since the tender is invited under **SINGLE STAGE COMPOSITE System**. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment header under the notes and attachment tab. Offer not complying with above submission procedure will be rejected. Kindly refer the screen shots below.

Click on this tab to upload Price Bid



Next Screen on clicking Notes & attachment Tab and go to edit mode

Bidders can insert comments here



1

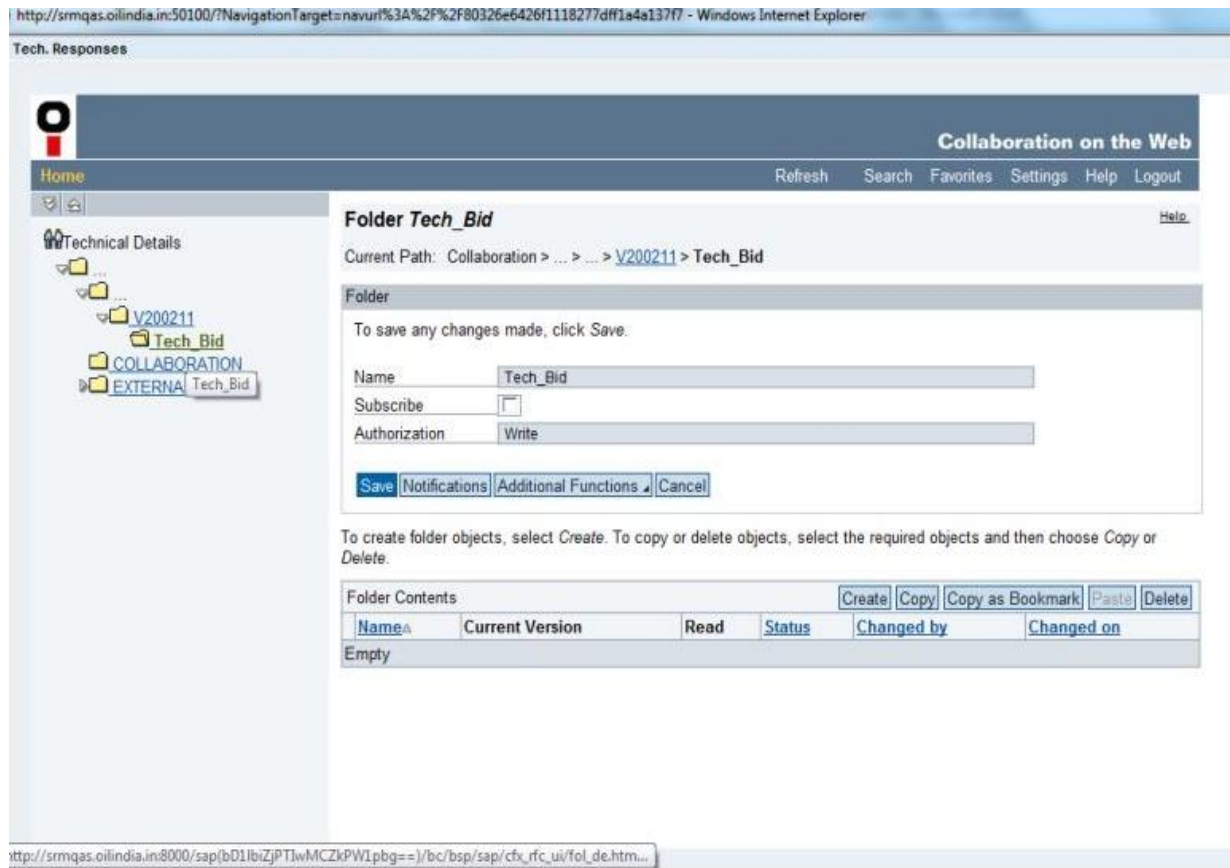
2

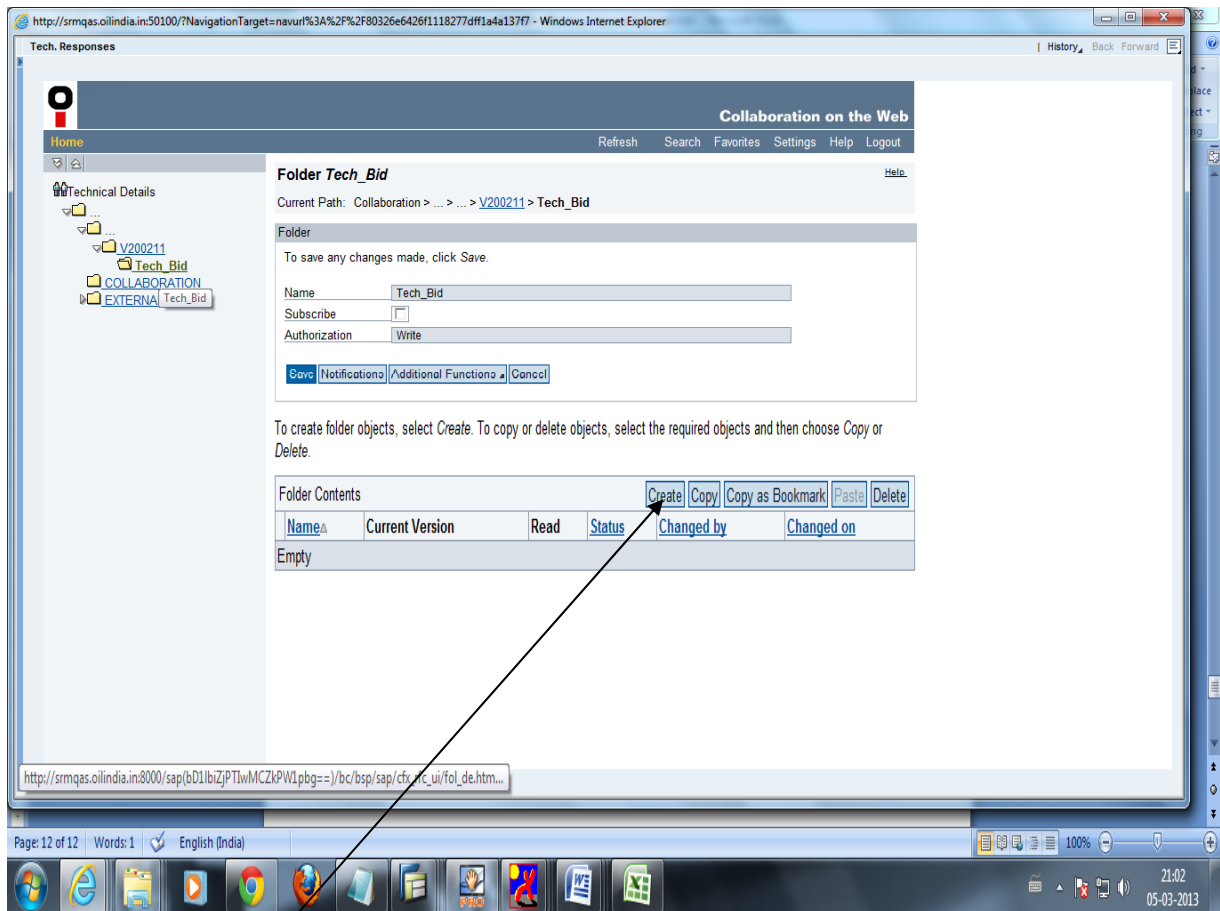
Price Bid Format to be attached here after digitally signing the attachment

**Create Technical Rfx response ( creating Technical Rfx response is mandatory)**

To create Technical Rfx response click on **Technical RFX Response** , at the top of the Response.(Refer screen shot on Page no:3)

System will redirect you to the C-folder in new window( Screen shot Below)





Click on button **Create** to create and upload new document.

7.4 Bidder shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

**8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

8.1 These are as per BEC/BRC

**9.0 PERIOD OF VALIDITY OF BIDS:**

9.1 Bids shall remain valid for 180 days from the date of bid opening.

9.2 In exceptional circumstances, the OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

**10.0 FORMAT AND SIGNING OF BID:**

10.1 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed(digitally) by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

**11.0 SUBMISSION OF BIDS.**

11.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates [e commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India(RCAI), Controller of Certifying Authorities(CCA) of India before bid is uploaded.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employees.

11.2 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company(OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company(OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company(OIL) may sustain on account thereof.

11.2 Timely submission of the bids is the responsibility of the Bidder should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

11.3 E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.

11.4 Bidder shall submit the Bid, duly completed in terms of the Bid Document.

**12.0 DEADLINE FOR SUBMISSION OF BIDS:**

12.1 Bids should be submitted on-line up to 11.00 AM(IST)(Server Time) on the Bid Closing date mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.

12.2 No bid can be submitted after the submission date line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

12.3 The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid Closing Date & Time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

**13.0 LATE BIDS:**

13.1 Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

**14.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

14.1 Bidders will be permitted by System to make any changes in their bid after the bid has been submitted by the bidder prior to the date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.

14.2 No bid can be modified / withdrawn subsequent to the deadline for submission of bids.

14.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by

the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

**15.0 EXTENSION OF BID SUBMISSION DATE :**

15.1 Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date by 2(two) weeks. However, the bidder whose bid has been received within the bid closing date and time, will not be allowed to revise their Bid/prices. Withdrawal of such Bid also will not be permitted by the system.

**16.0 BID OPENING AND EVALUATION:**

16.1 OIL shall open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization letter (as per Performa-I) from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend. Since this IFB is a **SINGLE STAGE COMPOSITE System** , **on bid opening date, both Technical RFX and Commercial Bid will be opened on the date specified in the forwarding letter.**

16.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

16.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 14.0 shall not be opened. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

16.4 Bid opening shall be done as detailed in clauses 16.1 and 16.2 above

16.5 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 16.3

16.6 To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid(i.e. document is deficient or missing), or due to some statement at other place of the Bid(i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

16.7 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

16.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

16.9 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

#### **17.0 EVALUATION AND COMPARISON OF BIDS:**

17.1 The OIL will evaluate and compare the bids as per Priced Bid Format of the bidding documents.

17.2 DISCOUNTS / REBATES: Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.

17.3 Post bid or conditional discounts/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 discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

**18.0 CONTACTING THE COMPANY:**

18.1 Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 16.6.

18.2 An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

**19.0 AWARD CRITERIA:**

19.1 OIL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**20.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID:**

20.1 OIL reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for OIL's action.

**21.0 NOTIFICATION OF AWARD:**

21.1 Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.

21.2 The notification of award will constitute the formation of the Contract.

**22.0 SIGNING OF CONTRACT:**

22.1 At the same time as OIL notifies the successful Bidder that its Bid has been accepted, OIL will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding

Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

22.2 Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder shall sign and date the contract and return it to OIL. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

22.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by OIL. OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

**23.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

23.1 If it found that a bidder has furnished fraudulent information/documents, it shall constitute sufficient ground for annulment of the award and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

**24.0 BID DOCUMENT :**

Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works to be executed under this contract.

**25.0 Mobilization Period:** 21 days from issue of LOA(Letter of Award)

&&&&&&&&&& END OF ITB &&&&&&&&&

A. **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/MNCs/ State or Central Government organisation/ Public limited company in last 7 (Seven) years ending last date of the month previous to the one in which applications are invited.

Should have successfully completed similar works of value-

1. Single contract of minimum value of ₹ 24,00,000.00  
OR
2. Two contracts of minimum value of ₹ 15,00,000.00  
OR
3. Three contracts of minimum value of ₹ 12,00,000.00

ii) Average annual financial turnover during the last 3 (three) financial years, ending 31st March 2013, should be at least ₹ 8,00,000.00

iii) Bidder must submit all necessary documents related to experience and turnover as specified below.

**Note :**

"**Similar nature of Job**" mentioned above means experience in Maintenance and extension of fibre optic cabling.

**II) Technical Requirement for Bidders (eligibility criteria)**

1.1 The bidder must have minimum one year experience of laying of outdoor and indoor fibre cabling, splicing and termination jobs.

1.2 The bidder must have experience of laying and termination of an outdoor FO cable through trench, not less than 5 (Five) km in length.

1.3 The bidder must have experience of maintaining a Campus Network having outdoor FO cable of minimum 20,000 mtrs. in length.

1.4 Documentary evidence against clause 1.1, 1.2 and 1.3 in the form of contract document, order etc. in the name of the bidder has to be submitted along with the bid.

III) For proof of Annual Turnover, any one of the following documents/ photocopies 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.

OR

ii) Copy of Audited Profit and Loss Account for the last 3(three) years.

IV) For proof of requisite experience, any one of the following documents/photocopies must be submitted along with the bid:-

i) For OIL Contractors, copy of “Certificate of Compliance (COC)”/ “Certificate of Payment (COP)”/ “Service Entry Sheet (SES)s” of successfully completed job must be submitted as per BRC Clause 1. above. It may be clearly noted that simply mentioning of OIL Contract Number/Work Order/LOA copy will not be accepted.

ii) Certificate issued by any other company/ organisation in last 7 (Seven) years ending last date of the month previous to the one in which applications are invited clearly showing:

- a) Gross value of the job done and
- b) Nature of Job done
- c) Time period covering the financial years as per NIT.

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

## **BB. BID EVALUATION CRITERIA**

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) 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.

ii) 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.

## **C) Commercial:**

2.1 Bids are invited under Single Stage-Composite Bid i.e Techno-commercial as well as Price Bid together.

2.2 Bidders must offer firm rates in Indian Rupees only. Rates quoted by the successful bidder must remain firm during the entire period of execution of the contract and not subject to variation on any account whatsoever. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

2.3 Bid security as specified shall be furnished along with the bid. Any bid not accompanied by the proper bid security will be rejected, except those are exempted.

2.4 Bids received after the scheduled bid closing date and time will be rejected outright.

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

2.6 Bids must be kept valid for a minimum period of 180 days from the date of scheduled bid closing. Bids with inadequate validity will be rejected.

2.7 Bidders must quote clearly and strictly in accordance with the Price Bid Format of the bidding document; otherwise the bid will be summarily rejected. If no charge is involved for any of the item, zero (0) should be mentioned against such part of work. However, such charges shall consider being included in the overall quoted price.

2.8 Bidder must accept and comply with the following clauses as given in the Bidding Document in toto, failing which offer will be rejected-

- a. Performance Bank Guarantee clause
- b. Force Majeure clause
- c. Tax liabilities clause
- d. Arbitration clause
- e. Applicable Law
- f. Liquidated Damage clause

2.9 The Company also reserves the right to cancel/withdraw the Tender without assigning any reasons to the bidders, for which no compensation shall be paid to the bidder. The bidder must confirm their acceptance to this clause in their respective bids.

2.10 Original bid shall be digitally signed and uploaded by the bidder or his authorized representative, failing which the bid may be rejected.

D) **BID EVALUATION CRITERIA** (BEC):

1.0 The bids confirming to the technical specifications, terms and conditions stipulated in the tender documents and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

1.1 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Comparison of offers will be done on total evaluated cost on the basis of rates quoted.

1.2 In case of identical lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lots between the parties offering the same lowest price.

E) **GENERAL**

3.1 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



OIL INDIA LIMITED  
 (A Govt. of India Enterprise)  
 Contracts Department,  
 Duliajan, DISTRICT: DIBRUGARH  
ASSAM, PIN: 786602

**DESCRIPTION OF WORK/SERVICES:-**

Maintenance and Extension of Fibre Optic Cabling for OIL's LAN

**GENERAL CONDITIONS OF CONTRACT(GCC)**

MEMORANDUM OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ Between OIL INDIA LIMITED a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the District of Dibrugarh, Assam ( hereinafter called Company ) of the one part and Shri/Smti \_\_\_\_\_ and Shri/Smti \_\_\_\_\_ carrying on business as partners /proprietor under the firm name and style of M/s. \_\_\_\_\_ 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 up to 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 or replace any consultant who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any consultant engaged by the Contractor shall be final and binding on the Contractor.

c) 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.

d) 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.

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 up to 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 there under.
- 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 must complete the work within 104 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 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final 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 7.5% of total contract cost.

The Chief Engineer's certificate as to the criticality or otherwise of an item shall be final. The payment of liquidated damages/penalty may be reduced or waived at the sole discretion of the Company whose decision in this regard will be final.

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

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 even taking shape or form at any place of the Company's works or and its neighbourhood.

9. The tendered all-inclusive Price (the Contract price) is ` xxxxxxxx ( Rupees xxxxxxxx will be entered after awarding) but the Company shall pay the Contract or 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 often than monthly, up to the amount of 92.5% of the value of work done. Payment will be made only after satisfactory completion of the work. Such 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.

10. 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.

11. 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.

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 finalised.

13. The Contractor will not be allowed to construct any structure (for storage / housing purpose) within any company's fenced area.

14. Subsequently Enacted Laws: Subsequent to the date of issue of letter of award if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract the Company/Contractor shall reimburse/pay Contractor / Company for such additional / reduced costs actually incurred.

15. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time shall be on COMPANY'S account. However, liability for payment of such Taxes shall lie on the CONTRACTOR.

16. The Contractor shall deploy local persons 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 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.

#### 20. ARBITRATION:

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

Place of Arbitration: Duliajan

#### 21. FORCE MAJEURE:

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

#### 22. I.B. VERIFICATION REPORT AND SECURITY REVIEW:

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

23. 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.

#### 24. 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)."

#### 25. 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.

#### 26.s LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION AND/ OR COMPLETION OF WORKS AND SERVICES

27.1 In normal case of works /service contracts, liquidated damages will be applicable @ 0.5% of the contract value per week or part thereof, for delay in contract mobilization /completion date subject to a maximum ceiling of 7.5% of contract value .

27.2 Subcontracting: Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent.

#### 28.0 LIABILITY:

Contractor

- 4 -

Company

- 28.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 28.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting therefrom.
- 28.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 28.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.
- 28.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 28.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or injury or illness, or death of any employee of the Company and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 28.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and /or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 28.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

29.0 CONSEQUENTIAL DAMAGE: Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above :-

SIGNED & DELIVERED FOR AND  
ON BEHALF OF

-----  
(Signature of Contractor or his legal Attorney)

by the hand of

(Full Name of Signatory)

-----  
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 \_\_\_\_\_

<p>OIL INDIA LIMITED                  (A Govt. of India Enterprise)                  Duliajan, Assam</p> <p>WORKS CONTRACT</p> <p>Part-II Schedule of Work, Unit and Quantity</p>			
ITEM NOS.	DISCRIPTION OF SERVICE	UOM	QUANTITY
10	Maintenance of Outdoor Fiber Optic Cable	M	48000
20	Maintenance of Indoor Fiber Optic Cable	M	6000
30	Outdoor Trenching and Trench Filling	M	8000
40	Outdoor FO Cable laying	M	10000
50	Road crossing (through boring)	M	150
60	Road crossing (through road cutting	M	150
70	Drain/culvert/river crossing	M	100
80	Indoor saddling inside and outside build	M	1500
90	Fixing of LIU	NO	50
100	Fixing of FO to UTP media converter	NO	100
110	Fiber Termination	NO	350
120	Fiber Testing and Certification	NO	100
130	Fiber Optic Cable Splicing (Both SM &MM)	NO	500
140	Fixing of Cable Route Marker	NO	150
150	Placement of engineer with conveyance	NO	1
<p><b>NOTE:</b></p> <p>BIDDERS SHOULD INCLUDE ALL STATUTORY LIABILITIES IN THEIR QUOTED RATES EXCEPT SERVICE TAX.</p> <p>Bidders are requested to quote rates exclusive of Service Tax. Service Tax, if applicable shall be to the Company's Account. However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence. However, deposition of service tax with the authorities lies with the bidder.</p>			

CONTRACTOR

COMPANY

**PART – III (SPECIAL CONDITIONS OF CONTRACT: SCC)**

**DESCRIPTION OF WORK/ SERVICE:**

Maintenance and Extension of Fibre Optic Cabling for OIL's LAN

Introduction:

Oil India Limited (OIL) is a premier national oil company engaged in the business of exploration , production and transportation of crude oil and natural gas. A Navaratna company under the ministry of Petroleum & Natural Gas, Govt. of India. It is the second largest National oil & gas company in India.

**SCOPE OF WORK:**

Maintenance and extension of outdoor and indoor fiber optic (FO) cable for computer network in the field headquarter of Oil India Limited at Duliajan and other operational areas of Oil India Limited in Assam as per Responsibilities of contractor mentioned in clause 4 (Four) of this document.

2.0 Time Frame

2.1 The contract will start within 7 (seven) days from the date of issue of work order and will be valid for 104 (One Hundred and Four) weeks.

3.0 Extension

3.1 OIL shall have the option to extend the contract by an equal or reduced quantity as may be required by the company, on the same terms and conditions, for a further period of maximum 2 (two) years.

**4.0 Responsibilities of Contractor**

4.1 Maintenance

4.1.1 The contractor shall be responsible for maintaining outdoor fiber optic cable, both single mode and multimode, laid between various installations/ buildings of OIL in its field headquarter through trench at Duliajan, Moran, Digboi and remote production installations like OCS and GCS in Assam. The total length of existing outdoor fiber optic cable segments (single mode and multimode) is 48,000 mtrs. Outdoor Fiber Optic cable maintenance shall include the following:

- \* Replacement of an existing cable segment or part of it.
- \* Detection of fault location of a cable.
- \* Splicing of fiber optic cable if necessary.
- \* Fiber preparation and Termination of a replaced cable.
- \* Any other job required for restoring network connectivity between the end points of the fiber optic cable segment.

4.1.2 The contractor shall be responsible for maintaining indoor fiber optic cable (single mode and multimode) laid inside various buildings of OIL in its field

headquarter at Duliajan, Moran, Digboi and remote production installations like OCSs and GCSs in Assam. The total length of indoor fiber optic cable segments (single mode and multimode) is 6,000 mtrs. Indoor fiber optic cable maintenance shall include the following:

- \* Replacement of an existing cable segment or part of it.
- \* Detection of fault location of a cable.
- \* Splicing of fiber optic cable if necessary.
- \* Fiber preparation and Termination of a replaced cable.
- \* Saddling of cable on wall with proper saddle.
- \* Replacement of PVC Channel if necessary.
- \* Any other job required for restoring network connectivity between the end points of the fiber optic cable segment.

4.1.3 The contractor has to post one technician trained on carrying out fiber termination, fiber splicing, fiber testing, conversant with operations of FO to UTP media converter and other network devices like switch, hub etc. at Duliajan during the period of this contract. Oil shall have the right to ask the contractor to replace the technician if he is not found suitable for the job.

4.1.4 The technician has to report to OIL's IT department as per OIL's office timings. Also, in case of emergency, the technician should be available on call basis after OIL's office timing and also during Sundays and holidays.

#### 4.2 Extension

4.2.1 The cable route for any extension of the fiber optic cable network will be surveyed by the contractor jointly with OIL's representative and has to be suitably tagged before start of trenching.

4.2.2 OIL shall arrange for site clearance, wherever necessary for the cable route.

4.2.3 The outdoor cable has to be laid in a trench along the surveyed route. Surface clearance of the route including jungle/ tree cutting, removal of any pillars etc., trenching of fiber route as per specification provided in this document, laying of fiber optic cable and refilling the trench etc. will be responsibility of the contractor.

4.2.4 The trench should have minimum depth of 90 cm from surface and minimum width of 45 cm.

4.2.5 The bottom of the trench has to be free from any hard object like brick or stone. In case such hard objects cannot be removed, an adequate layer of sand has to be provided by the contractor wherever necessary so as to protect the cable from such objects.

4.2.6 The Fiber Optic cable has to be routed through Silicone Coated HDPE pipes. OIL will supply the necessary HDPE pipes of required specifications.

4.2.7 The right to change the cable route for administrative or operational reasons before actual laying of cable rests with OIL.

4.2.8 At no point along the cable route, the cable bend should cross the maximum bending radius specified for the cable. Necessary support at the bends to protect the cable from bending stress has to be provided by the contractor.

4.2.9 In case of any road crossing, underground boring has to be employed for crossing the road. The bore hole needs to be at least 90 cm below the surface of the road. In case a bore hole is not possible, the contractor needs to obtain prior permission for road cutting from concerned authority. In case of an OIL road, permission shall be arranged by OIL. In case permission from any third party is required, then such permission has to be obtained by the contractor. However, OIL may assist in providing necessary documents for the same.

4.2.10 For crossing any drain or river, the cable has to be crossed by means of proper overhead support, through GI conduit, to the satisfaction of OIL.

4.2.11 The contractor will have to carry out necessary saddling outside and inside the buildings at end points up to the location of LIU.

4.2.12 The cable ends have to be properly terminated at LIU by the contractor as per industry norms.

4.2.13 Before accepting the fiber optic cable from OIL for laying, in case of extension or for maintenance, the contractor shall jointly test the cable along with OIL representative using an OTDR. The Fiber Optic cable tester has to be provided by the contractor. Once the cable is accepted by the contractor in good condition, he shall bear the cost of any loss or damage to the cable till the time of completion of the extension or repair job. After completion of the cable laying job, the contractor shall have to test the cable again with OTDR, as per industry norms and to the satisfaction of OIL. The final acceptance after layout will be jointly carried out by both the contractor and OIL's representative and if any core of the fiber optic cable does not pass the acceptance test, necessary repair/ splicing job will have to carry out by the contractor at his own cost.

4.2.14 Permanent cemented route markers marked with "OIL FO CABLE" marking has to be fixed all along the cable route, at an interval specified by OIL. The posts shall have to be 1 (One) mtr long and rectangular in shape (150 mm x 75 mm) made of 4 nos. 8 mm torque bar and concrete mixture ratio of 1:2:4.

4.2.15 The contractor has to provide 6 (Six) months warranty period for the cable splicings and terminations. Any fault in cable splicing or termination during the warranty period will have to be rectified/ replaced by the contractor at his own cost.

4.2.16 The necessary tools for cable termination have to be provided by the contractor. However, the necessary Fiber Optic cable, Line Interface Unit (LIU), FO Patch Cord, connectors and couplers shall be provided by OIL.

4.2.17 All jobs allocated to the contractor shall have to be completed to the satisfaction of OIL.

4.2.18 The contractor shall be permitted a mobilization period of 1 (One) week from the date of allocating an extension job.

4.2.19 The contractor has to submit periodic status/ progress reports of job being carried out by him against this contract.. The reporting interval shall be decided mutually by OIL and the contractor.

4.2.20 The contractor shall provide all necessary tools, ladders and fiber-testing equipment and other accessories for carrying out the job.

4.2.21 The contractor shall arrange to collect necessary cables, connectors, network devices, patch cord etc. required for the cabling job from OIL's IT department and carry them at his own cost and own risk to the worksite. Any damage or loss of issued cable, network device etc. during transit shall have to be borne by the contractor.

4.2.22 After completion of laying a Fiber Optic cable, the contractor will have to submit a test report of the installed cable link from end to end, tested using an OTDR. Payment for the cable laying job will be certified only after acceptance of the test report by IT department.

4.2.23 For any indoor fiber extension job, the fiber has to be laid through industry standard good quality PVC casing. The PVC casing has to be properly saddled on wall.

4.2.24 The contractor has to provide 1 (One) year warranty from the date of completion of the job, for any indoor saddling job carried out by him for the purpose of laying indoor FO cable. Any defect in saddling during one year has to be repaired/ replaced by the contractor at his own cost.

4.2.25 The contractor has to take care not to damage any walled surface during laying of indoor fiber optic cable. In case of any such damage, the contractor has to repair the same and repaint the wall surface at his own cost.

4.2.26 The contractor shall be responsible for fixing of LIU (Line Termination Unit), FO to UTP Media converter etc. on wall.

4.2.27 The contractor shall be responsible for running Fiber Optic Patch cord from LIU to FO-to-UTP Media converter.

**5.0 Award of Job and Penalty**

5.1 The contractor will be requested to carry out the jobs under the scope of the contract with a written request by OIL mentioning details including the expected start and completion date for the job, estimated quantum of job etc.. The mobilization period as applicable as per this contract shall be considered while giving such dates.

5.2 After completion of the job, the contractor shall return the job card mentioning actual quantum of work carried out by him and duly certified by OIL's IT engineer. Any excess material issued to the contractor by OIL for carrying out the job, has to be returned by the contractor.

5.3 For any extension job, if the contractor cannot complete the job within seven days of requested completion date, then a penalty of Rs. 1000/- (Rupees One Thousand Only) per day will be levied for every single day exceeding seven days from the requested completion date subject to a maximum amount of 15% of the contract value.

5.4 For any maintenance job, if the contractor cannot complete the job within 1 day of requested completion date, then a penalty of Rs. 1000/- (Rupees One Thousand Only) per day will be levied for every single day exceeding 1 (One) day from the requested completion date subject to a maximum amount of 15% of the contract value.

### **6.0 Warranty**

6.1 The contractor shall provide 6 (Six) months warranty for any fiber termination carried out by him. In case of any fault in termination within warranty period, the contractor has to repair/ replace the termination at his own cost.

6.2 The contractor has to provide 1 (One) year warranty for any splicing job carried out by him. In case of any fault in splice within warranty period, the contractor has to repair/ replace the splice at his own cost.

6.3 The contractor has provide 1 (One) year warranty for any saddling job carried out by him for indoor fiber laying. In case of any fault in saddling within warranty period, the contractor has to repair/ replace the saddles at his own cost.

### **7.0 Safety**

7.1 The contractor shall take all measures necessary to protect the personnel, work and facilities and shall observe safety rules and regulation of OIL while carrying out the job against this contract.

7.2 All protective gears like safety belt, safety helmet, safety boot etc. , as stipulated by safety guidelines of OIL has to be provided by the contractor to his personnel, as and when required. In case the contractor fails to provide such safety gears, OIL shall provide the same and the cost for the same shall be deducted by OIL from the contractor's bill against this contract.

7.3 The contractor shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and then immediately take the first emergency control steps conforming to good operation practice and safety regulation.

7.4 The contractor shall perform each work in such a manner as will prevent damage to the company's property.

7.5 Any permanent damage/loss to the company's installation, assets and equipment due to negligence of contractors personnel at operation under this contract, shall have to be remedied by the contractor entirely at his own cost.

7.6 The contractor has to obtain written approval/ security pass for his personnel from concerned authorities before carrying out jobs within the provision of this contract in any protected area of OIL.

**8.0 Responsibilities of OIL**

8.1 OIL shall provide access to the locations wherever cabling is to be carried out . However, in case a security pass is required from OIL's security department or OIL's CISF unit to work in the area, the contractor has to apply to the concerned authority through IT department providing all necessary details of personnel employed by him for this contract.

8.2 OIL shall provide Fiber Optic Cable, Fiber Optic connectors, LIU, Fiber Optic Couplers, FO to UTP media converter, HDPE Conduit to the contractor for carrying out the jobs under this contract. All other tools, equipment and material required for carrying out the job has to be provided by the contractor.

**9.Terms of Payment**

a) The Fixed charges against Maintenance services (Service Items 10, 20 and 150) shall be paid on quarterly basis after successful completion of each quarter. The contractor shall submit bill against maintenance services after every quarter from the date of start of the contract.

b) The charges against extension services (Service Items 30 to 140) shall be paid against actual amount of job carried out. The contractor shall submit a bill to Head-IT, mentioning job done in the previous quarter against extension services.

\*\*\*\*\*END OF PART III\*\*\*\*\*

OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
CONTRACTS DEPARTMENT, DULIAJAN

Schedule of company's Plants, Materials and Equipments :SCPME:  
PART-IV

Items for FO Cable Maintenance and Extension Contract

1. Outdoor FO Cable
2. Indoor FO Cable
3. LIU (Line Interface Unit)
4. FO Connector
5. FO Patch Cord
6. Media Converter

&&&&&&& *END OF SCPME* &&&&&&&&&&&&&

**TO,  
HEAD-CONTRACT  
OIL INDIA LIMITED  
DULIAJAN-786602**

**SUB: SAFETY MEASURES**

**Description of work/service:**

Maintenance and Extension of Fibre Optic Cabling for OIL's LAN

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

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. 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) 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 \_\_\_\_\_  
FOR & ON BEHALF OF BIDDER

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