

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 under *single stage – 2 bid system*

IFB No.	CDI 4928P15
Service Requirement	<i>Hiring the services of 4 (four) nos of brand new crawler mounted hydraulic excavator for a period of 4 (four) years ,to be used in the Oil's operational areas of Assam.</i>
Cost of Bid Document & Bid Security	₹ 5000.00 and ₹ 2,25,200.00
Period of Sale of Bid Document/Issue of User ID & Password	26.09.2014 TO 30.10.2014(15:30Hrs)
Bid Closing / Opening Date & Time	06.11.2014 (11:00 hrs / 14:00 hrs)
<p>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 payable at Duliajan, 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 .</p> <p>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.</p> <p>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.</p> <p>The details of IFB can be viewed using "Guest Login" provided in the E-Procurement portal and also in OIL's web site www.oil-india.com. The link to OIL's E-Procurement portal has also been provided through OIL's web site www.oil-india.com</p>	

**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 – 2 BID System through its e-Procurement site:

DESCRIPTION OF WORK/ SERVICE:

Hiring the services of 4 (four) nos of brand new crawler mounted hydraulic excavator for a period of 4 (four) years ,to be used in the Oil's operational areas of Assam under the Civil Engineering department

IFB NO: CDI 4928P15

Type of IFB: Single Stage- 2 Bid System

LOCATION: Oil's operational areas of Assam

CONTRACT PERIOD: 48 Months from date of placement of the Crawler Excavator

BID CLOSING/ OPENING DATE & TIME: 06.11.2014 (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: ₹ 2,25,200.00(Two Lakh Twenty Five Thousand Two Hundred Only)

AMOUNT OF PERFORMANCE SECURITY : 7.5% of 01(One) Year
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 @ 7.5% of 01(One) year estimated contract price and this will not earn any interest.

2.0 **SEALED ENVELOPES** containing the Bid Security, Printed catalogue and Literature, if called for in the tender 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.

3.0 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.

4.0 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.

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

6.0 (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.

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

8.0 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.

9.0 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.

10.0 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.

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

12.0 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.

13.0 **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.

14.0 **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.

15.0 **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.

16.0 **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)

Integrity Pact

Proforma and Annexures

17.0 **The Integrity Pact is applicable against this tender:**

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "Part-VI Integrity Pact" of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory(Digitally Signed). The proforma has to be returned by the

bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the

Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

Note: Following persons have been appointed as Independent External Monitors:

Shri N. Gopalaswami, IAS (Retd.).
Phone: +91-44-2834-2444 (Res), 96001 44444 (Mobile).
E-mail: gopalaswamin@gmail.com
Shri Ramesh Chandra Agarwal, IPS.
Phone: +91-9810787089, 91-1122752749.
E-mail: rcagarwal@rediffmail.com

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 and any other document if specified in the IFB which are to be submitted in sealed envelope super scribed 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.

18.0 The tender is invited under SINGLE STAGE 2- BID 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.**

Please note that no price details should be uploaded under Technical RFx. 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

The screenshot displays the SRM QAS Portal interface. The left sidebar contains a navigation menu with the following items:

- RFx and Auctions
- Detailed Navigation
- Services
- Create Documents
 - External Contact Person
- Central Functions
 - Display Company Data

The main content area is titled "Active Queries" and shows filters for eRFxs and eAuctions. The eRFxs section is expanded, showing a table of active queries. The table has the following columns: Event Number, Event Description, Event Type, Event Status, Start Date, End Date, Response Number, Response Status, Event Version, and Response Version. The first row of the table is highlighted.

Event Number	Event Description	Event Type	Event Status	Start Date	End Date	Response Number	Response Status	Event Version	Response Version
SK11043P11	FORMATION DISPOSAL WATER PUMP-6 NOS	Open - Composite	Published	24.05.2011	60002479	Submitted	2		

2.

3.

Please enter the IFB No. here & Click Apply Tab

FORWARDING LETTER#

#

CDI 4928P15

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 header shows 'RFX - Oil India Ltd - SRM QAS Portal - Windows Internet Explorer'. The main content area is titled 'Display RFX :'. Below this, there are several tabs: 'RFX Information', 'Items', 'Notes and Attachments', 'RFX Parameters', 'Questions', 'Note and Attachments', and 'Conditions'. The 'RFX Information' tab is selected. The page displays various RFX details, including RFX Number (SDG7155P13), RFX Name (Old RFX Open Composite Bid 180T), RFX Status (Published), RFX Start Date, Submission Deadline (12.04.2013 11:00:00 INDIA), and Remaining Time (10 Days 19:25:10). Below these details, there are sections for 'RFX Parameters' and 'Partners and Delivery Information'. The 'RFX Parameters' section includes fields for Time Zone (INDIA), Start Date, Submission Deadline, Opening Date, Currency (INR), Price Bid Opening Date, Pre-Bid Conference Time, Pre-Bid Conference Date, 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 (AJS), Earnest Money Deposit - USD (12,500.00), and Earnest Money Deposit - INR (5,000,000.00). The 'Partners and Delivery Information' section includes a table with columns for Function, Number, Name, and Phone Number. The table lists the Requester, Goods Recipient, Ship-To Address, and Location, all associated with the name 'Assam- Services' and phone number '2800414'.

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 Pact
- 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:

6.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished as attachment in the e-portal.

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 2- BID SYSTEM and such no price details should be uploaded/mentioned under Technical RFx Tab. 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

Response

Edit RFx Response:

Submit | Read Only | Print Preview | Check Technical RFx Response | Close | Save | Delete | Verify signature | Sign Response

RFx Response Number: 60005122 | RFx Number: 577 | Status: Saved | Submission Deadline: 06.03.2013 00:00:00 INDIA | Opening Date: 06.03.2013 00:00:00 INDIA | Remaining Time: 0 Days 03:19:10
RFx Owner: WSRM_SUMIT | Total Value: 0.00 INR | RFx Response Version Number: Active Version | RFx Version Number: 2

RFx Information | Items | Notes and Attachments | Conditions | Summary | Tracking

Basic Data | Questions

Question	Reply	Comment
exclusive Test:		yes
HAVE YOU SUBMITTED THE ORIGINAL BID BOND:		yes
INDICATED IAC IS INCLUDED IN THE FOB PRICE:		yes
FIRM OCEAN FREIGHT: * <input checked="" type="radio"/> Yes <input type="radio"/> No		test
HAVE YOU MENTIONED THE IPI CHARGE: * <input type="radio"/> Yes <input checked="" type="radio"/> No		test
HAVE YOU INDICATED THE TOLERANCE OF QUANTITY: * <input type="radio"/> Yes <input checked="" type="radio"/> No		test
HAVE YOU INDICATED HANDLING CHARGE FOR RAIL DESPATCH:		yes
HANDLING CHARGE INCASE OF INDIAN BIDDER: 2000		test
HAVE YOU SUBMITTED THE SAMPLE:		no
HAVE YOU ATTACHED PRICE SCHEDULE AS PER THE BRC (COMMERCIAL): * <input checked="" type="radio"/> Yes <input type="radio"/> No		
HAVE YOU QUOTED THE PRICES WITH ALL LIABILITIES INCLUDING STATUTORY LIABILITIES: * <input checked="" type="radio"/> Yes <input type="radio"/> No		

Page: 9 of 9 | Words: 1 | English (India)

20:51 05-03-2013

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

Bidders can insert comments here

RFx and Auctions - Oil India Ltd e-Procurement System - Microsoft Internet Explorer

RFx and Auctions | History | Back | Forward

Display RFx Response:

Edit | Print Preview | Check | Close | Verify signature of Response | Sign Response

RFx Response Number: 60006427 RFx Number: Status: Saved Submission Deadline: 28.03.2013 11:00:00 INDIA
Opening Date: 07.03.2009 14:00:00 INDIA Remaining Time: 2 Days 01:41:02 RFx Owner: Total Value: 0.00 INR
RFx Response Version Number: Active Version RFx Version Number: 6

RFx Information | Items | **Notes and Attachments** | Summary | Tracking

Notes

Add | Clear Filter Settings

Assigned To	Category	Text Preview
Document Header	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	

Attachments

Sign Attachment | Add Attachment | Edit Description | Versioning | Delete | Create Qualification Profile Filter Settings

Assigned To	Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
Document Header	Standard Attachment	PRICE BID	PRICE BIDDING FORMAT	1		<input type="checkbox"/>	xls	32		03.03.2013

Create | Assign | Delete

Collaboration Room	Created on

1

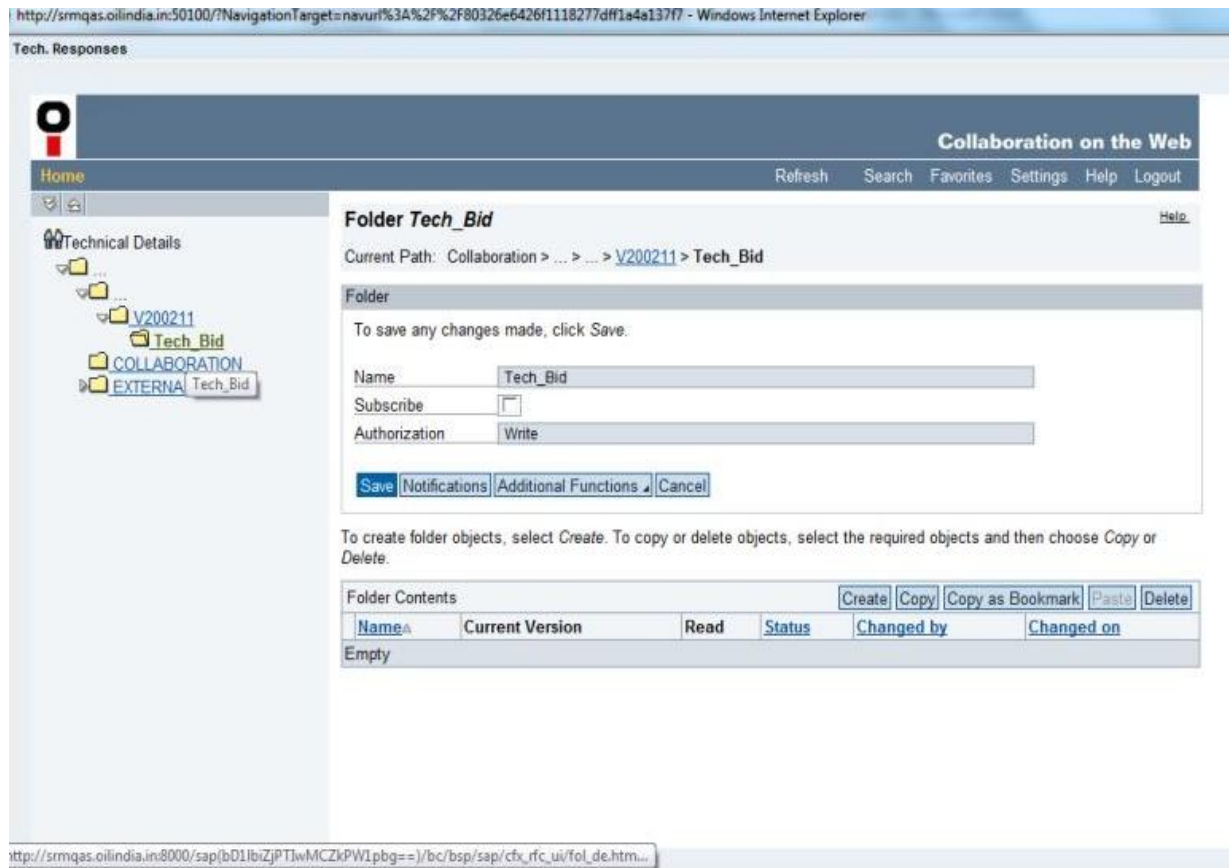
2

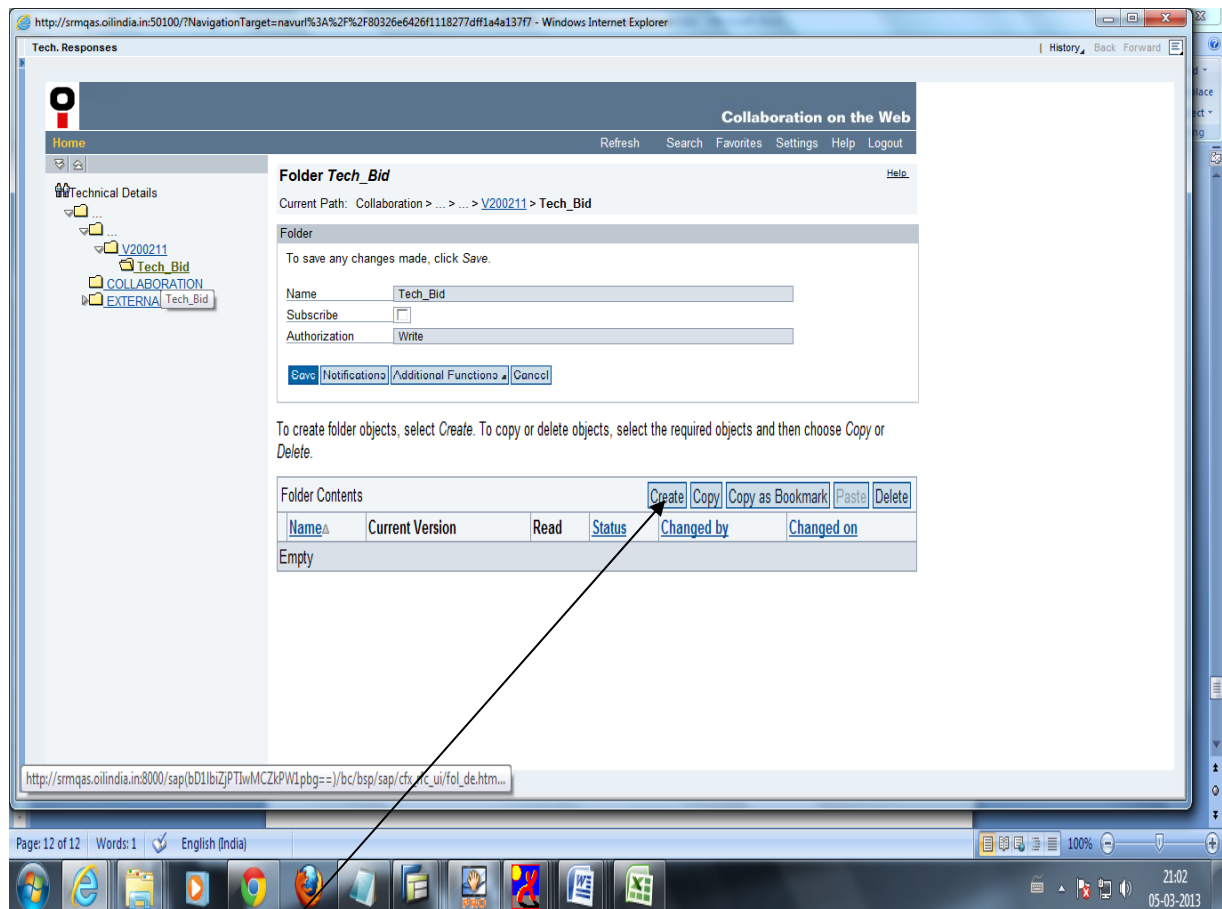
Price Bid Format to be attached here after digitally signing the attachment

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 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.

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. **In technical bid opening date, only Technical RFx will be allowed to open by the system.** Bidders therefore should ensure that techno-Commercial bid is uploaded under the **Technical RFx** Tab Page only **and no price should be mentioned anywhere under the Technical RFx.**

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

I. BID REJECTION CRITERIA (BRC)

The bid shall conform generally to the specifications and terms and conditions given in the bidding documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the tender. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidder(s) without which the same will be considered as non-responsive and rejected.

1.1 TECHNICAL:

1.1.1 The Bidder(s) must offer the services of 4(four) nos. Brand new Crawler mounted Excavators (to be purchased after issue of LOA) specifying make and model of the offered excavators in their offer.

1.1.2 Offered specification should be as per tender specification and any deviation from tender for the following data /specification, bid will be rejected. The crawler mounted excavators offered by the bidder must meet the following specifications.

- (a) Lifting Weight : Minimum 0.95 Ton
- (b) Swing Speed : Minimum 12 RPM
- (c) Arm length : Minimum 1.62 M
- (d) Boom Length : Minimum 3.71 M
- (e) Bucket Capacity: Minimum 0.30 Cu.m (Backhoe)
- (f) Diesel Engine
- (g) 360 Degree Swing
- (h) Dozer blade attachment

Note:

(i) In support of the offer, the bidder must submit the printed leaflet/Technical literature of the offered model along with the offer.

(ii) To ensure that all technical specifications of the offered make & model of the excavator including attachment are mentioned in leaflet/technical literature, the checklist as Annexure-A must be completed, signed and returned with the offer.

1.1.3 The crawler mounted excavators must be purchased by the bidder in his/her name from OEM or from authorized dealer of OEM. Quotation of the vehicles from its Authorised Dealer/OEM needs to be submitted along with the offer. However, copy of the original invoice from Authorised Dealer/OEM needs to be furnished by the successful bidder after the issue of LOA/placement of the vehicles.

1.1.4 The bidder must submit the UNDERTAKINGS declaring required information as per prescribed format (enclosed) along with the offer.

1.1.5 The bidder should have experience and expertise in successfully completing similar nature of works during last 07 (Seven) years ending last day of the month previous to the one in which bids are invited which should be either of the following and documentary evidences to this regard must be submitted along with Bid:

i) Three similar completed works, each costing not less than Rs 90,06,900.00

OR

ii) Two similar completed works, each costing not less than Rs 1,12,58,600.00

OR

iii) One similar completed work, costing not less than Rs 1,80,13,700.00

Note:

Similar nature of works means experience in rental business of excavators or in rental business of providing transport services with heavy vehicles/logistics etc. in Govt./Semi Govt./PSU/Public Limited Companies.

1.1.6 The bidder should have a minimum average annual turnover for the last three completed financial years ending 31st March'2013 of at least Rs 67,55,100.00

1.1.7 DOCUMENTARY EVIDENCE:

(1) For proof of Annual Turnover, any one of the following documents (**self-attested/attested**) must be submitted along with the bid:-

(a) A certificate issued by a practicing Chartered/ Cost Accountants Firm with membership no. and firm registration no. certifying the Average Annual Turnover for last 03 years ending March 2014.

OR

(b) Copy of Audited Profit and Loss account for last 03(three years) ending March'2014.

(2) For proof of requisite Experience, the following document/photocopy(**Self Attested/Attested**) must be submitted along with the bid:

(a) For OIL Contracts, 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 1.1.5 above. It may be clearly noted that simply mentioning of OIL Contract Number/Work Order number will not be accepted.

(b) For other bidders, Job Completion certificate issued by any Public Sector Undertaking/ Govt. Department / Public Ltd companies clearly showing the following:

- i) Gross value of the job done.
- ii) Contract Number & Date
- iii) Nature of Job done
- iv) Contract Period.

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

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed (annexure) of the tender document. The Proforma has to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid i.e. who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact to be signed by the bidder's authorized signatory who sign the bid, shall be rejected.

2.0 BID EVALUATION CRITERIA (BEC): -

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

- (i) Fixed charge per crawler per month
(Crawler for 24 hrs. with drivers & crew for 8-hrs. duty)--- (A)
- (ii) Operating charge per hour--- (B)
- (iii) Over time rate per hour for driver
(Beyond 8 hours of normal duty)--- (C)
- (iv) Over time rate per hour for helper
(Beyond 8 hours of normal duty)-- (D)
- (v) Mobilisation Charge-- (E)
- (vi) Demobilisation Charge-- (F)
- (vii) Inter location Movement Charge (ILM)--(G)

2.2 Above rates are exclusive of applicable service taxes and inclusive of PF element.

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

BID PRICE PER UNIT= {(192 X A) + (B X 20000) + (C X 5760) + (D X 5760) + (4 X E) + (4 X F) + (192 X G)}

TOTAL BID PRICE = BID PRICE PER UNIT

2.4 In case of identical lowest offered rate by more than 01(one) bidder, the selection will be made by draw of lot amongst the bidders offering the same lowest price.

3.0 Commercial:

3.1 Bids are invited under Open –Single Stage Two bid system.

3.2 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.

3.3 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.

3.4 The system will not permit to submit any bids after the scheduled bid closing date and time.

3.5 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.

3.6 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.

3.7 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

3.8 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.

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

4.0 GENERAL

4.1 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 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.

4.2 To ascertain the substantial responsiveness of the bids, the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses must be received on or before stipulated date mentioned in the letter of clarification sought by the Company, failing which the bid will be summarily rejected.

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

4.4 The originals of such documents [furnished by bidders(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

4.6 The bids not conforming to complete scope of work will be rejected.

4.8 The vendors/bidders shall have to submit in his/her offer about the hiring services of all 4(four) nos of Crawler mounted Excavators for a period of 4(four) years.

&&&&&&&&&&&& *END OF BRC/BEC* &&&&&&&&&&&&

ANNEXURE - A

CHECKLIST CUM DECLARATION

1.0 MAKE & MODEL OF THE CRAWLER MOUNTED EXCAVATORS: _____

2.0 TECHNICAL SPECIFICATION LIST

1 MAKE & MODEL

2 ENGINE MODEL

3 ENGINE MAKE

4 H.P

5 BOOM

6 ARM

7 BUCKET CAPACITY

8 DIGGING REACH

9 LIFTING CAPACITY (OPTIONAL)

10 OPERATION IN WATER DEPTH (OPTIONAL)

11 SWING CAPACITY

12 SWING SPEED

13 DOZER BLADE - ATTACHED (YES/NO)

14 ROLLER GUARD - ATTACHED (YES/NO)

IF AWARDED WITH THE CONTRACT BY OIL, I/WE SHALL SUPPLY THE UNITS STRICTLY AS PER DECLARATION HEREIN ABOVE.

(SIGNATURE & SEAL OF THE BIDDER)

(FORMAT FOR COURT AFFIDAVIT)

(UNDERTAKING)

M/s_____ (Name and detail address of the bidder) is bidding for OIL INDIA LIMITED (OIL)'s Tender No. CDI 4928P15 for hiring of services of 4 nos of Brand New Crawler Mounted Excavator along with operators & crew for a contractual period of 04 years including extension period, if any. In case contract is awarded by OIL, the crawler shall be provided as per the following minimum specifications apart from other terms and conditions of the contract.

(A) Minimum Specifications:

- (i) Make & Model:
- (ii) BOOM :
- (iii) ARM :
- (iv) BUCKET CAPACITY:
- (v) DIGGING REACH :
- (vi) LIFTING CAPACITY:
- (vii) SWING CAPACITY :
- (viii) DOZER BLADE : Attached/Not Attached
- (viii) ROLLER GUARD SHOULD BE PROVIDED: Provided/Not provided
- (ix) Operation in water depth:
- (x) Swing Speed:

(B) Copy of Original purchase invoice and valid license of the operator/driver shall be submitted by me at the time of placement of the crawler mounted excavator.

I/We_____ (name of the bidder) have no objection for utilizing my/our crawlers for OIL INDIA LIMITED (OIL)'s services under contract regulations of the Company (OIL) arising out of Tender No.CDI 4928P15 for the contractual period including extension period, if any.

I/We_____ (name of the bidder), further confirm that because of the above use of my /our crawlers in OIL's services, the company will not be

having any obligation with me/us during or after the contractual period including extension period, if any.

Signature of Original/registered owner of the offered Crawlers _____

Name of the Original/registered owner of the offered Crawlers _____

Designation, if any. _____

Date. _____

Signed and sworn before me by the above named owner on being identified by
Sri. _____

Advocate

Date. _____.

Magistrate

OIL INDIA LIMITED

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

DESCRIPTION OF WORK/SERVICES:-

Hiring the services of 4 (four) nos of brand new crawler mounted hydraulic excavator for a period of 4 (four) years ,to be used in the Oil's operational areas of Assam under the Civil Engineering department

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 any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

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

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

e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.

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

8. The duration of the contract shall be 208 **weeks** from the commencement date mentioned in the work order. The Contractor must complete the work within the contract period. 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) of the total contract cost subject to a maximum of 7.5% of the total contract cost.

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

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

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

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

10. The tendered all-exclusive of Service Tax Price (the Contract price) is Rs. XXXXXXXXXX (Will be entered at the time of Signing of the agreement) but the Company shall pay the Contractor only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

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

12. 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) with thatch, bamboo or any other inflammable materials within any company's fenced area.

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

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

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).

19.1 **GENERAL OBLIGATIONS OF COMPANY:**

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

- i) Pay the Contractors in accordance with terms and conditions of the contract.
- ii) Allow access to Contractors and their personnel, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

20. **Special Conditions**

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

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

21. **ARBITRATION:**

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

Place of Arbitration: Duliajan

22. FORCE MAJEURE:

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

23. 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.

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

25. SET OFF CLAUSE:-

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

26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

If it is found that a Bidder/Contractor has furnished fraudulent document/information the party shall be debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

27.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION AND/ OR COMPLETION OF WORKS AND SERVICES

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.

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

its Partner/Legal Attorney

And in presence of

Date : _____

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Date_____

(Full Name of Signatory)

(Seal of Contractor's Firm)

(Signature of witness)

(Full Name of Signatory)

Address:

(Signature of Acceptor)

Designation

Special terms and condition:

PART # PARTICULARS, SPECIFICATIONS AND INSTRUCTIONS

AA: TECHNICAL -

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

1.1 MAKE & MODEL OF TRACTOR –

(A) Make/Model: L&T (Model-PC71)/TATA Hitachi (Model-EX70)/JCB India Limited (JS81) OR EQUIVALENT

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

(B) SPECIFICATIONS - Crawler Mounted Excavator:
L&T (Model-PC71)/TATA Hitachi (Model-EX70)/JCB India Limited (JS81) OR EQUIVALENT

BOOM : 3.71 M (MIN.)
ARM : 1.62 M (MIN.)
BUCKET CAPACITY : 0.30 CUM (MIN.)
DIGGING REACH : 6.3 M (MIN.)
LIFTING CAPACITY : 0.95 TON (MIN.)
SWING CAPACITY : 360 DEGREE
DOZER BLADE : ATTACHED
ROLLER GUARD SHOULD BE PROVIDED

2.0 Tools & Accessories -

Followings tools & accessories shall be provided with each unit:

- a) Standard tool kit
- b) "ON OIL INDIA DUTY" shall be painted prominently on the body of vehicle.

3.0 Inspection:

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

- b) At the time of above inspection and during placement, all documents /information detailed shall be submitted AMONGST OTHER RELEVANT DOCUMENTS.
- c) IN ADDITION TO INSPECTION AT THE TIME OF PLACEMENT, THE UNIT WILL BE INSPECTED EVERY THREE MONTHS THEREAFTER OR AS AND WHEN CONSIDERED NECESSARY BY THE COMPANY ENGINEER DURING THE TENURE OF THE CONTRACT. ANY DEFICIENCY/DEFECT FOUND DURING SUCH INSPECTION MUST BE RECTIFIED BY THE CONTACTOR TO THE FULL SATISFACTION OF THE OIL's ENGINEER.

BB: BID SUBMISSION -

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

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

CC: OTHERS –

1.0 Hiring of crawler services is for a period of 04 years and the service period will be counted from the date of placement of the unit into the service of the Company.

2.0 Contractor's representative/supervisor will report everyday to the Civil Engg office for receiving instructions for duties of the unit for the day to day operations.

3.0 An undertaking of safety measures to be adopted has to be given before the commencement of the Service Agreement. The format for such declaration is available in the Contracts Department .

4.0 The duty timing irrespective of Sundays/Holidays for deployment on 08(Eight) hours basis will be decided by the Company and shall be binding on the Contractor. The same may be changed from time to time at the discretion of Company. The contractor/crew members must not refuse to work beyond normal operation of 08 hrs duty, if required, on any day and for that OT will be paid accordingly.

5.0 The Company will make payment only after authorized by the Company's Engineer/Officer.

6.0 In case, supplier fails to place the crawler for duties in time on any particular day without prior permission from Company, then the delayed placement/duty timings will not normally be accepted. On such occasions unit will be treated as

shutdown and the same will attract prorata deduction of fixed charge and also imposition of LD/penalty at rates given in para 24.0 below.

7.0 THE CRAWLER UNIT SUPPLIED UNDER THIS AGREEMENT WILL NORMALLY BE USED FOR EARTH CUTTING & MOVING, DITCH CLEANING ACTIVITIES, DREDGING, TRENCHING, LEVELLING, BACK FILLING, LIGHT DOZING, BREAKING OF ROCK/CONCRETE AND FOR OTHER CIVIL ENGINEERING CONSTRUCTION WORKS WITHIN OIL'S AREAS OF ACTIVITIES IN ASSAM.

The Contractor should engage skilled operator with proper working experience and HMV license along with 01(One) helper/jugali. Similarly, in case the minimum one (01) No. Jugali is not provided by the Supplier on any particular day, then the crawler will either be not accepted or alternatively wages of Jugali not supplied will be recovered from Supplier's bill at prevalent Govt. rates for engaging such labourers.

8.0 The Contractor will be held responsible for any damage of Company's materials during operation of crawler and will have to make good the losses that might be incurred by the Company.

9.0 It will be solely the Contractor's responsibility to fulfill all the legal/contractual formalities for the Crawler Unit to ply in Dibrugarh, Tinsukia, Sivsagar and any other districts of Assam.

10.0 The Contractor will have to engage skilled supervisory staff for necessary liaisoning with Company's Engineer. The name of such persons should be notified in writing to the company. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all safety measures during operation of CRAWLER and safety of workers engaged by him.

11.0 Job authorised by the user department shall be taken as 'Authorised' Job and will only be considered for payment.

12.0 *The Crawler under this Contract will be based normally at Duliajan. However service of the crawler will be required in different OIL's operational areas for various activities in Assam and for that the crawler needs to be frequently transferred from one location to other (in an average distance of 30 KM) as per advice of Company's engineer. The contractor has to make arrangement for transportation of crawler as well as for accommodation, food & lodging of their personnel during operation at site and the contractor must ensure that transfer of their men, machines(crawler), tools, tackles, etc. are completed on the same day.*

13.0 Security of Crawler will be the contractor's responsibility.

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

crew members, he/she may request the company to supply the same on chargeable basis at company's rate which is applicable at the time of issue.

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

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

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

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

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

20.0 The bidder must submit the copy of original purchase invoice of the crawler at the time of placement of the crawler. In this regard the bidder must submit the UNDERTAKINGS declaring required information as per prescribed format (enclosed) along with the offer.

21.0 The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except in respect of the following:

Reimbursement/ Reduction on the operating rate per hour of the crawler will be applicable if the diesel price changes plus or minus 5% (five percent) over the tendered fuel cost at Duliajan. The Operating charge shall be increased or decreased considering consumption of HSD per hour and the applicable rates shall be Rs. XY (where X is the variation of HSD price and Y is the consumption of HSD in litres per hour).

Note: The bidder to indicate the actual consumption of HSD per hour of the offered Crawler Mounted Excavator. In support of the actual consumption of HSD, the bidder has to submit the published technical leaflet of the manufacturer. For assessing increase/decrease in operating charges on account of HSD rate as in 21.0 above, OIL will accept Crawler manufacturer's published documents/literatures.

22.0 The crawler shall be required to be transferred for Inter location Movement (ILM) by the contractor as per advice of OIL and that transfer must be completed within period of max. 06 hrs on the same day. ILM needs to be certified by the OIL's authorized engineer for payment towards it. In case of emergency situation if crawler is required to be transferred by OIL, the cost of Inter location Movement (ILM) will not be paid to the contractor.

23.0 The contractor must render trouble free service during the agreement period without any failure. The contractor will be allowed a maintenance break/shut down for 48 hours per calendar month for the crawler for regular servicing and maintenance. The day will be selected with the permission of the Company's officer as per convenience of the Company's work. No pro-rata deduction on monthly fixed charge will be done under such condition. In case, the crawler is to be withdrawn for more than 48 hrs by the contractor for maintenance and repairs, the contractor must provide a suitable equivalent similar crawler of good mechanical condition before withdrawing the crawler. Failure to provide suitable replacement will not only attract LD/Penalty as specified in clause 24.0, below, but also cost overrun, if any, for making alternative arrangement for smooth running of operation by the Company, which will also be on contractor's account.

24.0 LD/Penalty: In case of failure to keep up the crawler in normal service on any day and night, beyond the allowable 48 Hours shut down per calendar month for maintenance break, the transport service provider shall be levied LD/penalty at the rate of 1.5 times fixed charge per day or part (on prorata basis) thereof. The total shut down hours would be converted into number of days and for fraction of a day, the LD/penalty would be charged proportionately. The above LD/penalty is in addition to proportionate deduction of Fixed Charge for shut down hours. Such damages may be recovered from the Contractor's outstanding bills or may be reduced or waived at the Company's discretion.

25.0 The contractor hereby undertakes to fully indemnify the company against any and all claims which may arise under the Motor Vehicle Act., Mines Act, Payment of Bonus Act, Workmen's Compensation Act, Payment Wages Act/Minimum Wage Act, and or Statutes having bearing over the service and or engagement of workmen directly or indirectly for performance of service hereunder agreed upon.

26.0 SHUTDOWN HOURS/PER VEHICLE to facilitate the servicing of the vehicle = 2 Days Per Quarter (3 months) for all the years of the Contract Period/Tenure

HSE CONDITIONS:

1. The contractor will be responsible for:

- a) Maintenance of the crawler and its accessories, e.g. Kilometre cable, seating arrangements etc. in proper working condition.
- b) Providing the Crawler and driver with valid papers properly updated for plying, on contract basis, in district of Dibrugarh, Tinsukia, Sivsagar and make available for instant scrutiny by authorized persons like Security Officer/CISF personnel, police and designated representative of the Company. The crawler should be duly insured by the transport supplier against all risks at his cost.
- c) Providing all personnel, working in the vehicle, with valid identity cards from the company so that they can move round in protected areas.

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

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

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

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

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

iv) 2 Sets of Safety Uniform per year per person (as per circular number - ER/CONT/143/20/2014 Dt. 28.01.2014

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

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

e) The contractor will be responsible for the safety of his unit, his men and for all activities for execution of the contract. He shall provide accident insurance cover for his men. It will be entirely the responsibility of the Supplier/his Supervisor/representative to ensure strict adherence to all safety measures and statutory rules during operation of CRAWLER applicable to OIL installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Junior Engineer for safe operation.

f) Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

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

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

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

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

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

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

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

6. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centres as per OIL's requirement & proof of such test(s) is to be submitted to OIL.

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

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

9. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all safety laws by the sub or sub-sub contractors.

10. The contractor has to submit the Mines return to the Mines Safety Directorate in prescribed format. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

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

12. Driver/Operator of the crawler shall

" perform a pre-operational check of their equipment.

" be familiar with operator's manual.

" report all needed repairs promptly.

not use any equipment that is unsafe.

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

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

21. For any clarification with regard to the above, the contractor should contact DSO, CIVIL ENGINEERING DEPARTMENT

8

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

Part-II Schedule of Work, Unit and Quantity

Hiring the service of one no brand new crawler mounted hydraulic excavator

Description of Service	UOM	Quantity
Fixed Charge per Month	MON.	192
Operating Charge per Hour	HR	20,000
Overtime for Operator per Hour	HR	5760
Overtime for Helper per Hour	HR	5760
Mobilization Charge	LSM	04
Inter location Movement Charges	NO	192
De-Mobilization Charges	LSM	48

Note:

1. Tendered Fuel Cost: ₹ 61.84
2. Bidder must include all liabilities including statutory liabilities in their quoted rates except Service Tax. The above rate should be inclusive of PF as applicable
3. 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. Bidders are required to state the Service portions of the quoted price in percentage.
4. To ascertain the inter-se-ranking, comparison of the responsive bids will be made on the total amount quoted per Unit as per the Price Bid Format and as per formula noted in point 2.3 of BEC

[illegible]

Part IV SCPME#

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CDI 4928P15

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

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

Not Applicable

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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

SUB: SAFETY MEASURES

Description of work/service:

Hiring the services of 4 (four) nos of brand new crawler mounted hydraulic excavator for a period of 4 (four) years ,to be used in the Oil's operational areas of Assam under the Civil Engineering department

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

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(**Name of the bidder**).....hereinafter referred to as "The Bidder/Contractor"

PREAMBLE:

The Principal intends to award, under laid down organizational procedures, contract/s for

Hiring the services of 4 (four) nos of brand new crawler mounted hydraulic excavator for a period of 4 (four) years ,to be used in the Oil's operational areas of Assam under the Civil Engineering department **(IFB No. CDI 4928P15)**

The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(A) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

- (B) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicions in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

- (A) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (B) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a

violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/Contractor/Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders/Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - External Independent Monitor/Monitors (Three in number depending on the size of the contract) (To be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided

by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Bidder/Contractor

Witness 1:

Witness 2:

[illegible]

PROFORMA - I
BID FORM

To
THE HEAD (CONTRACTS)
OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. DULIAJAN
DIST. DIBRUGARH
ASSAM # 786 602

Sub: IFB No. : CDI 4928P15

Dear Sir,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of ____ (**Price not to be indicated**)____ stated below or such other sums as may be ascertained in accordance with the Price Bid Form attached herewith and made part of this Bid:

We undertake, if our Bid is accepted, to commence the work within (____) days calculated from the date of issue of Company's LOA.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 2014.

Signature and seal of the Bidder : _____

(In the capacity of) : _____

Name of Bidder : _____

CHECKLIST CUM DECLARATION

1 MAKE & MODEL

3 ENGINE MAKE

5 BOOM

7 BUCKET CAPACITY

9 LIFTING CAPACITY (OPTIONAL)

10 OPERATION IN WATER DEPTH (OPTIONAL)

12 SWING SPEED

13 DOZER BLADE - ATTACHED (YES/NO)

14 ROLLER GUARD - ATTACHED (YES/NO)

[illegible]

(FORMAT FOR COURT AFFIDAVIT)

(UNDERTAKING)

M/s _____ (Name and detail address of the bidder) is bidding for OIL INDIA LIMITED (OIL)'s Tender No. CDI 4928P15 for hiring of services of 4 nos of Brand New Crawler Mounted Excavator along with operators & crew for a contractual period of 04 years including extension period, if any. In case contract is awarded by OIL, the crawler shall be provided as per the following minimum specifications apart from other terms and conditions of the contract.

(A) Minimum Specifications:

- (i) Make & Model:
- (ii) BOOM :
- (iii) ARM :
- (iv) BUCKET CAPACITY:
- (v) DIGGING REACH :
- (vi) LIFTING CAPACITY:
- (vii) SWING CAPACITY :
- (viii) DOZER BLADE : Attached/Not Attached
- (viii) ROLLER GUARD SHOULD BE PROVIDED: Provided/Not provided
- (ix) Operation in water depth:
- (x) Swing Speed:

(B) Copy of Original purchase invoice and valid license of the operator/driver shall be submitted by me at the time of placement of the crawler mounted excavator.

I/We _____ (name of the bidder) have no objection for utilizing my/our crawlers for OIL INDIA LIMITED (OIL)'s services under contract regulations of the Company (OIL) arising out of Tender No.CDI 4928P15 for the contractual period including extension period, if any.

I/We _____ (name of the bidder), further confirm that because of the above use of my /our crawlers in OIL's services, the company will not be

**FORM OF BID SECURITY (BANK GUARANTEE FORMAT) or Any other
format acceptable to Oil India Ltd.**

To:

M/s. OIL INDIA LIMITED,
For Head(Contracts),
Duliajan, Assam, India, Pin - 786 602.

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No. _____ KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (* _____) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this ____ day of _____ 2012.

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
 - (a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
 - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (**--/--/--) and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding anything contained hereinabove:

- (i) Our liability under the guarantee shall not exceed ` _____
- (ii) This Bank Guarantee shall be valid only up to __/__/__
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if we receive a written claim or demand on or before __/__/__

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

- * The Bidder should insert the amount of the guarantee in words and figures.
 ** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid.

&&&&&&& END &&&&&&&&&&&