

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

**OIL INDIA LIMITED (OIL)** invites sealed bids from eligible Bidders/ Firms for the following services under single stage composite bid.

<b>IFB No./ Bid Document Cost</b>	<b>Service Requirements</b>	<b>Issue of Bid Document/ Bid Security/ Bid Closing Date/Opening</b>
<b>DCO 4797P15</b>  <b>₹ 2000.00</b>	Hiring of services of 01(one) no. readily available Crawler mounted Excavator having vintage of max. 04 years on call basis as and when required for a period of 04 years.	<b>12.09.2014 to 13.10.2014</b> <b>upto 1530 Hrs</b> <b>₹ 36,450.00</b> <b>14.10.2014</b>

Bid Documents (non-transferable) can be obtained from the office of Head (Contracts), Oil India Limited, P.O. Duliajan, Assam-786602 from MONDAY to FRIDAY during office working hours on application alongwith Bid Document Cost (non-refundable) through a Crossed Demand Draft / Banker's cheque in favour of 'Oil India Limited' **payable at Duliajan** on any Schedule Bank. The details of IFB are available at Website [www.oil-india.com](http://www.oil-india.com)

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

M/s.  
India

TENDER NOTICE NO.: DCO4797P15

Date: 08.09.2014

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

DESCRIPTION OF WORK/ SERVICE.	LOCATION	CONTRACT PERIOD	i) Bid Closing/ Opening date ii) Earnest money deposit
Services of 01(one) no. readily available Crawler mounted Excavator on call basis as and when required	Water Treatment Plants/Pontoons/Riverbed at Tipling, Duliajan	04 yrs	14.10.2014 36,450.00 (RUPEES THIRTY-SIX  THOUSAND FOUR

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

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

HEAD-CONTRACTS  
OIL INDIA LIMITED  
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Contracts Department,  
Duliajan, DISTRICT: DIBRUGARH  
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All tenderers shall deposit the requisite EARNEST MONEY alongwith the Tender in the form of Demand Draft/Banker's Cheque/Bank Gurantee in favour of M/s Oil India Limited and payable at DULIAJAN. This Earnest Money shall be refunded to all unsuccssful tenderers, but is liable to be forfeited in full or part, at Company's discretion , as per Clause No. 6 below. Tenders received without Earnest Money in the manner specified above will be summarily rejected.

The bids are to be submitted in duplicate. (One in original and one photocopy of the original).

3.0 Tenders will be received upto 12:45 PM (IST) on the date as mentioned above and opened on the same day at 01:00 PM (IST) at HEAD-CONTRACTS's office before any attending tenderers. Tender box is placed at the office of Head(Contracts). However, if the above mentioned closing / opening day of the tender happens to be non-working day due to Bundh / Strike or any other reason, the tenders will be received and opened on the following working day at the same time except on Saturdays.

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

considerated to be correct.

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

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

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

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

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

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

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so as to reach his office before scheduled closing date and time. Company will not be responsible for any postal delay or non-receipt of the same.

10.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.

11.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name tender documents have been purchased/issued along with one or more of the following documentary evidences(which are applicable to the bidder) in support of the same.

01. In case of Sole Proprietorship Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.

02. In case of HUF-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.

03. In case of Partnership Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.

04. In case of Co-Operative Societies-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.

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

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

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

and copies Service Tax and Central Excise Registration Certificate.

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

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

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

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

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

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

#### 18.0 DISCOUNTS / REBATES.

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

1.2 Post bid or conditional 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 discount/rebate, the contract shall be awarded after taking into consideration such discount / rebate. These provisions shall be incorporated suitably in the Bid Document

#### 19.0 BACKING OUT BY BIDDER

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

#### 20.0 BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA

In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be debarred for 2(two) years from the date of default.

#### 21.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

HEAD-CONTRACTS  
For HEAD-CONTRACTS

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

WORKS CONTRACT

DCO4797P15

DESCRIPTION OF WORK/SERVICE :-

Services of 01(one) no. readily available Crawler mounted Excavator on call basis as and when required

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 upto the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

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

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

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

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

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

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

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

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

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

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

8. The 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) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

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

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

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

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

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

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

~~On account payment may be made, not oftener than monthly, upto the amount of 92.5% of the value of work done.~~ Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

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

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

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

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

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

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

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

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

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

20. Special Conditions

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

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

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

## 21. ARBITRATION :

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

Place of Arbitration : DULIAJAN .

## 22. FORCE MAJEURE :

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

## 23. LB VERIFICATION REPORT AND SECURITY REVIEW :

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

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

## 25. SET OFF CLAUSE :-

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

## 26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

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

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

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

SIGNED & DELIVERED FOR AND

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Contractor

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Company



ON BEHALF OF

(Signature of Contractor or  
his legal Attorney)

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----- by the hand

-----  
(Full Name of Signatory)

of -----  
its Partner/Legal Attorney

-----  
(Seal of Contractor's Firm)

And in presence of

-----  
(Signature of witness)

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Date : \_\_\_\_\_

-----  
(Full Name of Signatory)

Address:

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(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON  
BEHALF OF OIL INDIA LIMITED

Designation \_\_\_\_\_

Date\_\_\_\_\_

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

**WORKS CONTRACT**

Tender No. DCO4797P15

SOQ - Schedule of Work, Unit, Quantities, Rates and Prices.

Service Line No.	Description of Work	Unit in Words	Quantity	Rate per Unit (Figures & Words)	Amount
10	Fixed Charge per day	Days	704.000		
20	Operating charge per hour	Hours	5,632.000		
30	Overtime for operator per hour(for Working beyond 08 hours duty)	Hours	1,408.000		
40	Overtime for helper per hour(for Working beyond 08 hours duty)	Hours	1,408.000		
50	Call charges per call	Number	12.000		
Total Amount(Rs):					

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

OIL INDIA LIMITED  
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## WORKS CONTRACT

### Special Conditions of Contract(SCC)

Tender No.: DCO4797P15

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#### PART -II###. PARTICULARS, SPECIFICATIONS AND INSTRUCTIONS:

#### SCOPE OF WORK:

The Crawler unit supplied under this agreement will normally be used for Ditch cleaning activities, to handle sand in river Dehing, dredging, trenching for cable and pipe laying, leveling, back filling and light dozing, pond making application within OIL's areas of activities in Assam.

#### **AA: TECHNICAL -**

1.0 The readily available CRAWLER MOUNTED EXCAVATOR UNIT which will be 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)/VOLVO OR EQUIVALENT

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

#### (B) SPECIFICATIONS -

Crawler Mounted Excavator:

Make/Model: L&T (Model-PC71)/TATA Hitachi (Model-EX70)/VOLVO OR EQUIVALENT

Followings are the minimum requirement for the crawler mounted excavator:

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

Note: The crawler will be required to work in the river bed at a water depth of minimum approx. 0.75m to 1.0 m(avg.). The bidder should take note of it and bid accordingly.

2.0 The excavator services shall be provided with the crawler mounted excavator as detailed in Schedule of Service/Rates of this Tender on Call Out Basis with running /operating cost including fuel and lubricants overhead expenditure, pay of driver/operator, helper and everything necessary for day-to-day running and maintaining the

services in an efficient and adequate manner including all labour, supervision, spare parts, tools, accommodation for staff, office and vehicle etc. The crawler shall have to be registered with the appropriate government authority and comply with Vehicle Act, if any, which includes provision of Safety Belts, First Aid Box, Fire Extinguisher etc. The Service Provider shall be responsible for all Central /State Govt. and local taxes inclusive of Fees, Registration, Insurance, Capital Investment, Operating Expenses etc. and the rates shall be inclusive of all such and similar charges. The rates shall also be inclusive of all incidental and contingent operations which, although not specifically mentioned in the service contract, are necessary for the performance of the service in a satisfactory manner and up to the desired standard.

3.0 The overall contractual period for hiring of services of a readily available crawler mounted excavator unit shall be 04(years) from the date of signing of the contract with the Company. The service of the Crawler mounted Excavator under this Contract will be required on Call Out basis normally during the dry spell of each year i.e. within a period of about six (6) months from October/November to March/April depending upon OIL's requirement. Maximum 12 calls will be given to the contractor during currency of the year at the discretion of the company. However, payment will be made as per actual.

4.0 The bidder has to note that in case of urgency, the crawler's services may be required to be provided in different OIL's operational areas for various activities in Assam during the other spell of the year i.e. during monsoon/summer seasons also.

5.0 VINTAGE OF CRWALER: The Service Provider shall provide readily available good condition crawler mounted excavator having maximum vintage of 04 years as on Bid Closing Date of the tender and must be registered preferably in the name of the Firm or in the name of the owner.

5.1 In case, crawler mounted excavator is provided/hired from other sources, the bidder must produce an NOC (duly notarized) as per enclosed format from the owner for providing services of the excavator.

5.2 In case the offered crawler is required to be replaced during currency of the contract, the contractor must take prior approval from the Company. The replacement crawler should have at least same vintage and technical specifications of the offered crawler.

6.0 NOTICE PERIOD FOR PROVIDING CRAWLER : The Service Provider shall provide requisite type of crawler mounted excavator with driver/operator & helper at a place advised by the Company on CALL BASIS AS AND WHEN REQUIRED within a maximum period 48 hrs from the time of receiving telephonic or written advice from the Company's representative. The Company may also advise to place crawler within a period shorter than the specified time as per the requirement and the Service Provider shall make all effort to make the crawler available accordingly.

7.0 Call charges per call is inclusive of mobilization & demobilization of the crawler mounted excavator including transportation charges of material, men, spares etc. and is ready in all respect for providing excavation services at the designated site. The contractor has to make all 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 within the given timeframe.

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

9.0 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.

10.0 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 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 & Vintage of the unit offered shall clearly be indicated in the bid.

b) Manufacturer's printed technical leaflet/brochure of the offered model of the unit containing all above technical details amongst others.

c) **BIDDER MUST GIVE AN UNDERTAKING (DULY NOTORISED) AS PER PRESCRIBED FORMATS (ENCLOSED/ATTACHED ALONGWITH THE TENDER DOCUMENTS) DECLARING THAT IF AWARDED WITH THE CONTRACT BY OIL, HE/SHE WOULD SUPPLY THE UNIT STRICTLY AS PER 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 signing of the contract with the Company.

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

3.0 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 contract office.

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 Overtime (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 penalty at rates given in para 24.0 below.

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

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

13.0 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.

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

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

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

17.0 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.

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

19.0 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.

20.0 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 20.0 above, OIL will accept Crawler manufacturer's published documents/literatures.

**21.0 Penalty:**

21.1 In case of failure to keep up the crawler in normal service on any day and night, the service provider shall be levied 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 penalty would be charged proportionately. The above 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.

21.2 In case, the Service Provider fails to place the crawler at the required site advised by the Company within a maximum period 48 hrs from the time of receiving telephonic or written advice from the Company's representative, the penalty will be levied as per para 21.1 above for the time in excess of 48 hrs.

22.0 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.

**23.0 PAYMENT :** The Company shall make monthly payment, subject to adjustment/deduction as necessary, for the service rendered in each calendar month and will endeavour to process for payment before the expiry of 30 (thirty) days from the date of submission of complete monthly statement-cum-bill for the month on the basis of accepted rates /calculations as mentioned in Schedule of Services/Rates of the Agreement provided bills without any discrepancy (which are to be submitted by the Contractor once in a month) are received not later than the 7th day of subsequent calendar month. The bill should be accompanied with the Daily Log Book in original duly countersigned by the Company's authorized Engineer/Officer.

**HSE CONDITIONS.**

1. The contractor will be responsible for:

- a) Maintenance of the crawler and its accessories, e.g. Kilometer cable, sitting arrangements etc. in tip top condition.
- b) Providing the Crawler and driver with valid papers properly updated for plying, on contract basis, in district of Dibrugarh and Tinsukia, and make available for instant scrutiny by authorized persons like Security Officer/CISF personnel, police and designated representative of the Company. The 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, 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

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 Field Engineering Deptt.

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

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

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

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

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

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

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

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

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

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

The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

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



12. Driver/Operator of the crawler shall  
 " perform a pre-operational check of their equipment.  
 " be familiar with operator's manual.  
 " report all needed repairs promptly.  
 not use any equipment that is unsafe.

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

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

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

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

For example:

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

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

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

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

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

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

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

The following BRC/BEC will govern the evaluation of the bids received against this IFB:

#### **A) BID REJECTION CRITERIA (BRC):**

1.1 The bid shall conform generally to the specifications and terms and conditions given in the Tender Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BRC must be submitted along with the Techno-Commercial Bid.

#### **1.1 TECHNICAL:**

1.1.1 The Bidder(s) must offer the services of 01(one) no. readily available Crawler mounted Excavator having vintage of max. 04 years as on Bid Closing Date of the tender specifying make and model of the offered excavator 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 excavator offered by the bidder must meet the following specifications.

- (a) Lifting Weight : Minimum 0.95 Ton
- (b) Swing Speed : Minimum 12 RPM
- (C) Arm : Minimum 1.62 M

In support of the offer, the bidder should submit the printed leaflet/Technical literature of the offered model along with the offer.

1.1.3 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 14,57,400.00

OR,

ii) Two similar completed works, each costing not less than Rs 18,21,700.00

OR,

iii) One similar completed work, costing not less than Rs 29,14,750.00

**Note: Similar nature of works** means providing services with mechanized excavator in Govt./Semi Govt./PSU/Public Limited Companies. Kindly refer also point no:1.1.6 given below.

1.1.4 Minimum average annual turnover of the bidder for the last three completed financial years as on March'2014 should be at least Rs 10, 94,000.00

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

## II) DOCUMENTARY EVIDENCE

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

i) A certificate issued by a practicing Chartered/ Cost Accountants Firm with membership no. certifying the Annual Turnover and nature of business.

OR

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

(B) For proof of requisite Experience, any one of the following documents/photocopies (**self attested/attested**) must be submitted along with the bid:

(a) For OIL Contracts, copy of "Certificate of Completion (COC)"/ "Certificate of Payment (COP)"/ "Service Entry Sheet (SES)" of successfully completed job must be submitted as per BRC Clause 1.1.3 above. It may be clearly noted that simply mentioning of OIL Contract Number/Work Order number will not be accepted.

(b) For other contractors, Contract Completion certificate should clearly show the following:

- o Gross value of the job done.
- o Contract number & Date
- o Nature of Job done
- o Contract Period.

1.1.6 The bidder must ensure that there should be specific mention of providing of excavator service in the completion certificate issued by the user. In case the completion certificate does not have specific mention of providing of excavator service, but the job was carried out with the help of excavator, then the bidder must enclose the certificate issued by the same user against the same contract certifying the use of excavator in the said contract against which contract completion certificate was submitted.

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

D) Bid documents purchased from OIL only will be considered as valid. Documents directly downloaded from WEBSITE or any other source will be summarily rejected. Bidder to submit the purchased bid document from OIL duly signed with seal, while submission of offers with credentials

## **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 day  
(Crawler for 24 hrs.with driver/opearator & helper for 8-hrs. duty) (A)
- (ii) Operating charge per hour (B)
- (iii) Over time rate per hour for driver/operator  
(Beyond 8 hours of normal duty) (C)
- (iv) Over time rate per hour for helper  
(Beyond 8 hours of normal duty) (D)
- (v) Call charges per call (E)

2.2 Above rates are exclusive of applicable service taxes.

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: -

$$\text{BID PRICE PER UNIT} = \{(A \times 704) + (B \times 5632) + (C \times 1408) + (D \times 1408) + (Ex12)\}$$

$$\text{TOTAL BID PRICE} = \text{BID PRICE PER UNIT}$$

(Considering uniform quantity of operating hours of 5632 hrs, 1408 hrs. of O.T for driver/operator & helper each and 12 calls for a period of 04 years for the services of each Unit).

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

## **BB. COMMERCIAL:**

1.1 Bids are invited under Single Composite bid system i.e., Technical as well as Commercial details together in single offer.

1.2 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.

1.3 Bid security shall be furnished as part of the technical bid. Any bid not accompanied by the proper bid security will be rejected, except those are exempted.

1.4 The Bid documents are not transferable. Bids submitted by parties to whom Tender was not issued will be rejected.

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

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

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

1.8 Bids shall be typed or written in indelible ink failing which the bid will be rejected.

1.9 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder and should be initialed by the bidder. Any bid not meeting this requirement shall be rejected.

2.0 OIL will not be responsible for delay, loss or non receipt of applications (for bidding documents) sent by mail and will not entertain any correspondence in this regard.

**General:**

a. The bidder shall submit Copies(Attested/Self Attested) of PAN card, Service Tax registration, Vat registration, Provident Fund Code number (Direct Code)/ or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them.

b. 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.

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

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

[illegible]

To  
 HEAD-CONTRACTS  
 Oil India Limited  
 DULIAJAN

SUB:SAFETY MEASURES  
Tender No : DCO4797P15

Description of work/service :

Services of 01(one) no. readily available Crawler mounted Excavator on call basis as and when required

Sir,

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

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

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

- i) \_\_\_\_\_
- ii) \_\_\_\_\_
- iii) \_\_\_\_\_

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

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Yours Faithfully

Date\_\_\_\_\_

M/s\_\_\_\_\_

CONTRACTOR  
 FOR & ON BEHALF OF

## NO OBJECTION CERTIFICATE

(FORMAT FOR COURT AFFIDAVIT)

1.0 M/s \_\_\_\_\_ (Name and detail address of the bidder) is bidding for OIL INDIA LIMITED (OIL)'s Tender No. \_\_\_\_\_ for hiring of services of 01 no readily available crawler mounted excavator having vintage of \_\_\_\_ yrs \_\_\_\_\_ months \_\_\_\_\_ days as on Bid Closing Date \_\_\_\_\_ (BCD of the tender) along with operator/driver & helper on Call Out basis 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, registration certificate of the crawler and valid license of the operator/driver shall be submitted by me at the time of placement of the crawler mounted excavator.

2.0 I/We \_\_\_\_\_ (Name and address of the registered original owner of the offered crawler) the owner of \_\_\_\_\_ (Model and registration no. of the crawler) have no objection for \_\_\_\_\_ (name of the bidder) for utilizing my/our crawler for OIL INDIA LIMITED (OIL)'s services under contract regulations of the Company (OIL) arising out of Tender No. \_\_\_\_\_ for the contractual period including extension period, if any.

3.0 I/We \_\_\_\_\_ (name of the bidder), further confirm that because of the above use of my /our crawler 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 crawler mounted excavator.

\_\_\_\_\_

---

Date. \_\_\_\_\_

Signed and sworn before me by the above named owner on being identified by  
Sri/Smti \_\_\_\_\_ Advocate, on. \_\_\_\_\_.

Magistrate

XXXXXXXXXXXXXXXXXXXX

**(FORMAT FOR COURT AFFIDAVIT)**

**(UNDERTAKING)**

1.0 M/s \_\_\_\_\_ (Name and detail address of the bidder) is bidding for OIL INDIA LIMITED (OIL)'s Tender No. \_\_\_\_\_ for hiring of services of 01 no readily available crawler mounted excavator having vintage of \_\_\_\_ yrs \_\_\_\_\_ months \_\_\_\_\_ days as on Bid Closing Date \_\_\_\_\_ (BCD of the tender) along with operator/driver & helper on Call Out basis 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, registration certificate of the crawler and valid license of the operator/driver shall be submitted by me at the time of placement of the crawler mounted excavator.

4.0 I/We \_\_\_\_\_ (Name and address of the registered original owner of the offered crawler) the owner of \_\_\_\_\_ (Model and registration no. of the crawler) have no objection for utilizing my/our crawler for OIL INDIA LIMITED (OIL)'s services under contract regulations of the Company (OIL) arising out of Tender No. \_\_\_\_\_ for the contractual period including extension period, if any.

5.0 I/We \_\_\_\_\_ (name of the bidder), further confirm that because of the above use of my /our crawler 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 the bidder: \_\_\_\_\_

Name of the bidder : \_\_\_\_\_

Designation, if any. \_\_\_\_\_

Date. \_\_\_\_\_

Signed and sworn before me by the above named owner on being identified by Sri/Smti \_\_\_\_\_ Advocate, on. \_\_\_\_\_.

Magistrate