

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 Composite Bid** system

1.0 IFB No.	CDI8776P16
Service Requirement	Hiring of services of 01(one) no. readily available Crawler mounted Excavator having vintage of max. 07 years as on Bid Closing Date of the tender is required on call basis as and when required for a period of 04 years.
Cost of Bid Document	₹ 2000.00
Bid Security(EMD)	₹ 16,000.00
Period of Sale of Bid Document/Issue of User ID & Password	10.10.2015 TO 03.11.2015(15:30Hrs)
Bid Closing / Opening Date & Time	10.11.2015 (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 with a request for USER ID & PASSWORD is to be submitted to Head-Contracts, Contracts Department, Oil India Limited, P.O. Duliajan, Assam-786602 within the period of sale (inclusive both the days i.e. start date & end date). <i>Alternatively, applicants already having User ID & Password for OIL's e-portal can pay the requisite Bid Document cost & Bid security against the IFB through the online payment gateway.</i></p> <p>No physical Bid documents will be provided. On receipt of requisite Bid Document Cost, USER_ID and initial PASSWORD will be communicated to the bidder through e-mail at the e-mail address provided along with request for Bid documents as mentioned above and will be allowed to participate in the bidding through OIL's E-Procurement portal</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>	
<p>Note: All corrigenda, amendments, time extension, clarifications etc. if any to the above tender will be hosted on OIL's website and in the e-portal https://etenders.srm.oilindia.in/irj/portal only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated</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 COMPOSITE System** through its e-Procurement portal "<https://etender.srm.oilindia.in/irj/portal>" for the following services:

DESCRIPTION OF WORK/ SERVICE:

Hiring of services of 01(one) no. readily available Crawler mounted Excavator having vintage of max. 07 years as on Bid Closing Date of the tender is required on call basis as and when required for a period of 04 years.

IFB NO: CDI8776P16

Type of IFB: Open Single Stage-Composite bid System

LOCATION: Water Treatment Plants/Pontoons/Riverbed at Tipling, Duliajan

CONTRACT PERIOD: Four (04) years.

BID CLOSING/ OPENING DATE & TIME: 10.11.2015 (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: Rs 16,000.00(Rupees Sixteen Thousand Only)

AMOUNT OF PERFORMANCE SECURITY: 2.5% of Total 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, otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced bid documents.

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

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

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

All bidders shall deposit the requisite **BID SECURITY** in the form of **Demand Draft/Banker's Cheque/Bank Guarantee (should be valid for minimum 210 days from the date of opening of Technical bid)** from a Nationalised Bank/Scheduled bank in favour of **M/s Oil India Limited** and **payable at DULIAJAN**. Alternatively Bid security against this IFB can be paid through the online payment Gateway.

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** except those are exempted.

Exemption from submission of bid security: "Central Govt. offices, Central Public Sector undertakings and firms registered with NSIC /Directorate of Industries are exempted from submitting Bid Security. However the firms registered with NSIC /Directorate of Industries shall have to submit evidence that they have a current and valid registration for the service they intend to bid including the prescribed monetary limit." Documentary evidence to be submitted/uploaded along with the bid for exemption of bid security.

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.

Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

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.

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

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

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

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

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

15.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or Performance Security is not

submitted as per terms of the Contract within the stipulated time, Bid Security shall be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.

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

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

Covering Letter.

Instruction to Bidders

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

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

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

Part - III - Special Conditions of Contract (SCC)

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

Part-V-Safety Measures (SM)

~~Integrity Pact~~ Not applicable for this IFB

Proforma and Annexures

SPECIAL NOTE:

GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT :

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

Please note that all tender forms and supporting documents are to be submitted through OIL's E-Procurement site only except Original Bid Security which are to be submitted in sealed envelope super scribed with tender no. and due date to: The Head Contract, Contracts Department, Oil India Limited, Duliajan- 786602 **or it can be paid through the online payment gateway against this tender.**

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in

every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

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

19.0 The tender is invited under SINGLE STAGE COMPOSITE System.

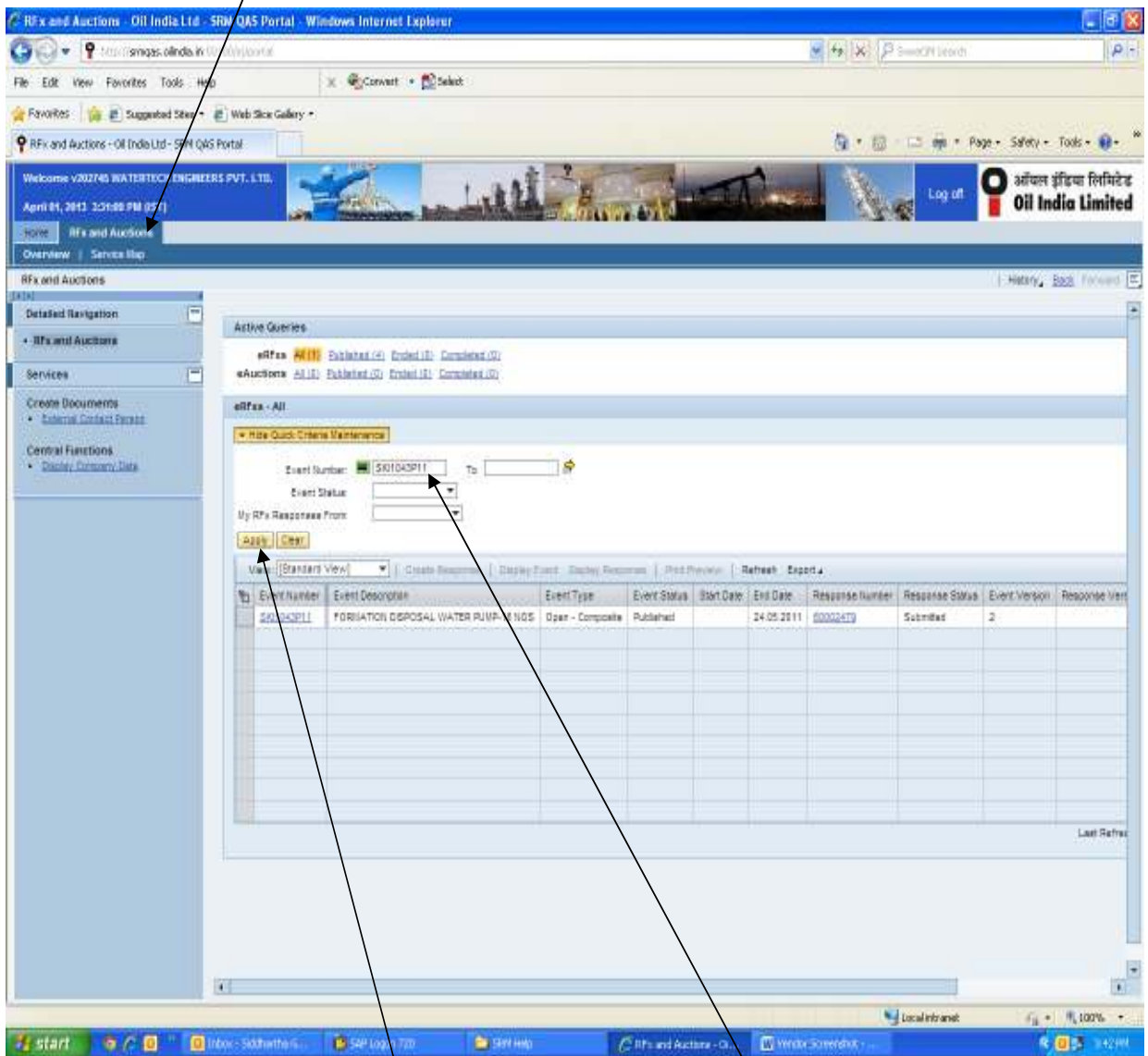
The bidder has to submit the “Un-Priced Techno-Commercial” and “Price-Bid” through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal. **The Technical Bid is to be submitted as per Scope of Work & Technical Specifications along with all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

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

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

1.

Select RFX and Auction Tab



3.

Please enter the IFB No. here & Click Apply Tab

2.

FORWARDING LETTER

CDI8776P16

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'. The main content area is titled 'Display RFx' and includes a navigation bar with buttons: 'Verify Signature of RFx', 'Print Preview', 'Close', 'Register', and 'Logout'. Below this, the RFx details are listed: RFx Number: SD0715SP13, RFx Name: Oil Rfx Open Competitive Bid 1B0T, RFx Status: Published, RFx Start Date: 12/04/2013 11:00:00, Submission Deadline: 12/04/2013 11:00:00, Remaining Time: 10 Days 19:25:18. The RFx Information tab is selected, showing various parameters and conditions. The 'RFx Parameters' section includes fields for Time Zone (IST), Start Date (12/04/2013 00:00:00), Submission Deadline (12/04/2013 11:00:00), Opening Date (12/04/2013 14:00:00), Currency (INR), Price Bid Opening Date, Pre-Bid Conference Time (00:00:00), Pre-Bid Conference Date, Last Time of Tender Fee Payment (11:00:00), Last Date of Tender Fee Payment (12/04/2013), Last Time to receive RBC queries (00:00:00), Last Date to receive RBC queries, Contact Details (AUS), Earnest Money Deposit - USD (12,500.00), and Earnest Money Deposit - INR (8,000,000.00). The 'RFx Conditions' section includes Valuation Type (NON ELIGIBLE FOR INL DUTY/DESIRED EXPORT), Bank Guarantee (APPLICABLE @10% OF GDR VAL), Integrity Pact (Not Applicable), EMD Validity Period (12/04/2013), Tender Type (ICB International Competitive Bidding), Tender Fee in USD (1,000.00), Tender Fee in INR (85,000.00), and Price Bid Opening Time (00:00:00). The 'Partners and Delivery Information' section is also visible, showing a table with columns: Function, Number, Name, and Phone Number. The table lists four entries: Requester (Ext req transfer user SERVICE_R3), Goods Receipt (Ext req transfer user SERVICE_R3), Ship-To Address (Assam- Services, 2000414), and Location (Assam- Services, 2000414).

Function	Number	Name	Phone Number
Requester		Ext req transfer user SERVICE_R3	
Goods Receipt		Ext req transfer user SERVICE_R3	
Ship-To Address		Assam- Services	2000414
Location		Assam- Services	2000414

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 (**Not applicable for this IFB**)
- 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 COMPOSITE System**. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment header under the notes and attachment tab. Offer not complying with above submission procedure will be rejected. Kindly refer the screen shots below.

Click on this tab to upload Price Bid

The screenshot shows the 'Edit Rfx Response' interface. At the top, there are tabs for 'Rfx Information', 'Form', 'Notes and Attachments', 'Conditions', 'Summary', and 'Tracking'. The 'Notes and Attachments' tab is currently active. Below the tabs, there is a table with columns for 'Question', 'Reply', and 'Comment'. The table contains several questions related to the bid, such as 'exclusive Test', 'HAVE YOU SUBMITTED THE ORIGINAL BID BOND', 'INDICATED IAC IS INCLUDED IN THE FOB PRICE', 'FREE OCEAN FREIGHT', 'HAVE YOU MENTIONED THE TP CHARGE', 'HAVE YOU INDICATED THE TOLERANCE OF QUANTITY', 'HAVE YOU INDICATED HANDLING CHARGE FOR RAIL DESPATCH', 'HANDLING CHARGE INCASE OF INDIAN BIDDER', 'HAVE YOU SUBMITTED THE SAMPLE', 'HAVE YOU ATTACHED PRICE SCHEDULE AS PER THE BRC (COMMERCIAL)', and 'HAVE YOU QUOTED THE PRICES WITH ALL LIABILITIES INCLUDING STATUTORY LIABILITIES'. Each question has a 'Reply' column with radio buttons for 'Yes' or 'No' and a 'Comment' column with a text input field. A text box above the screen points to the 'Notes and Attachments' tab.

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:

RFx Response Number: 60006427 RFx Number: Status: Saved Submission Deadline: 28.03.2013 11:00:00 INDIA
Opening Date: 07.03.2013 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 | Close 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 | Check 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	05	1		MS	32		03.03.2013

Create | Assign | Delete

Collaboration Room Created on

1

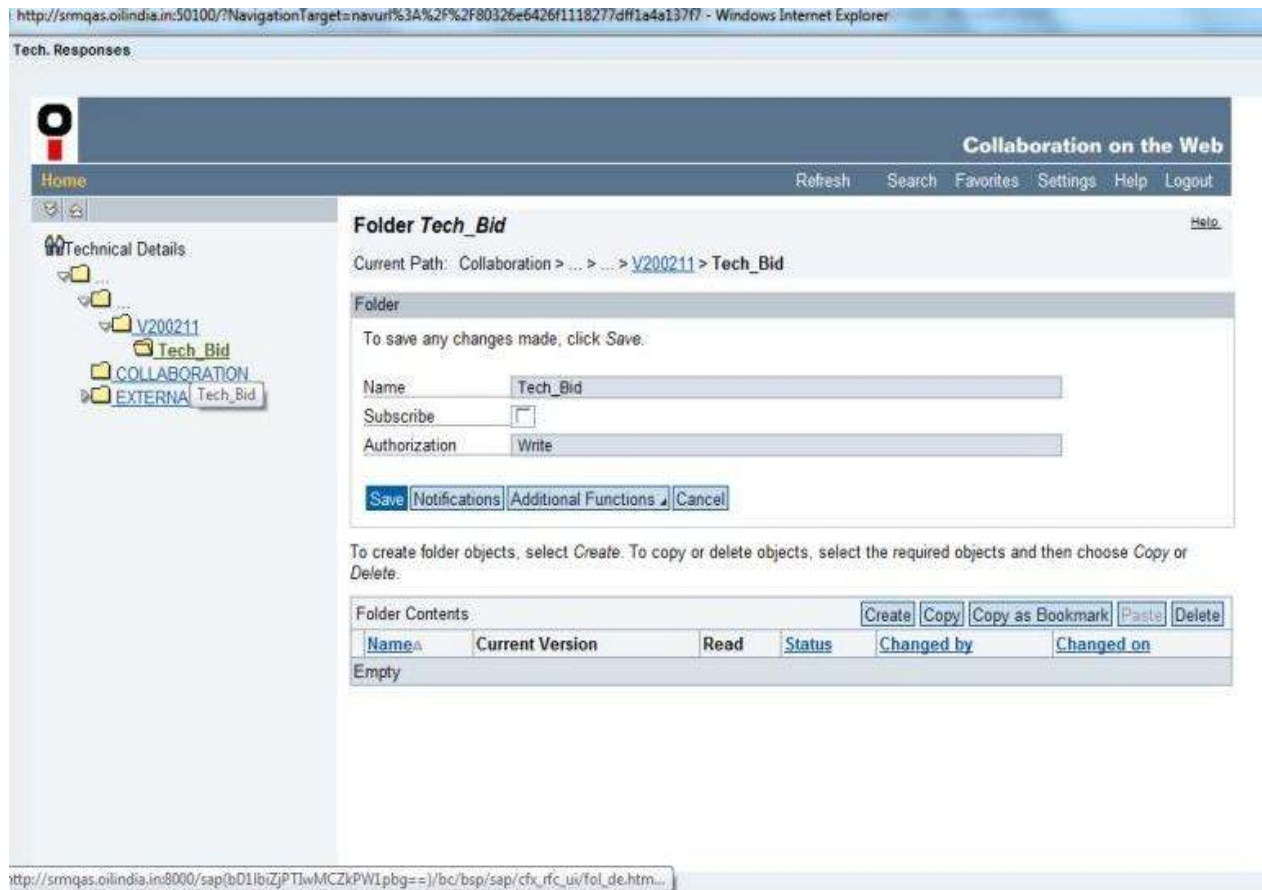
2

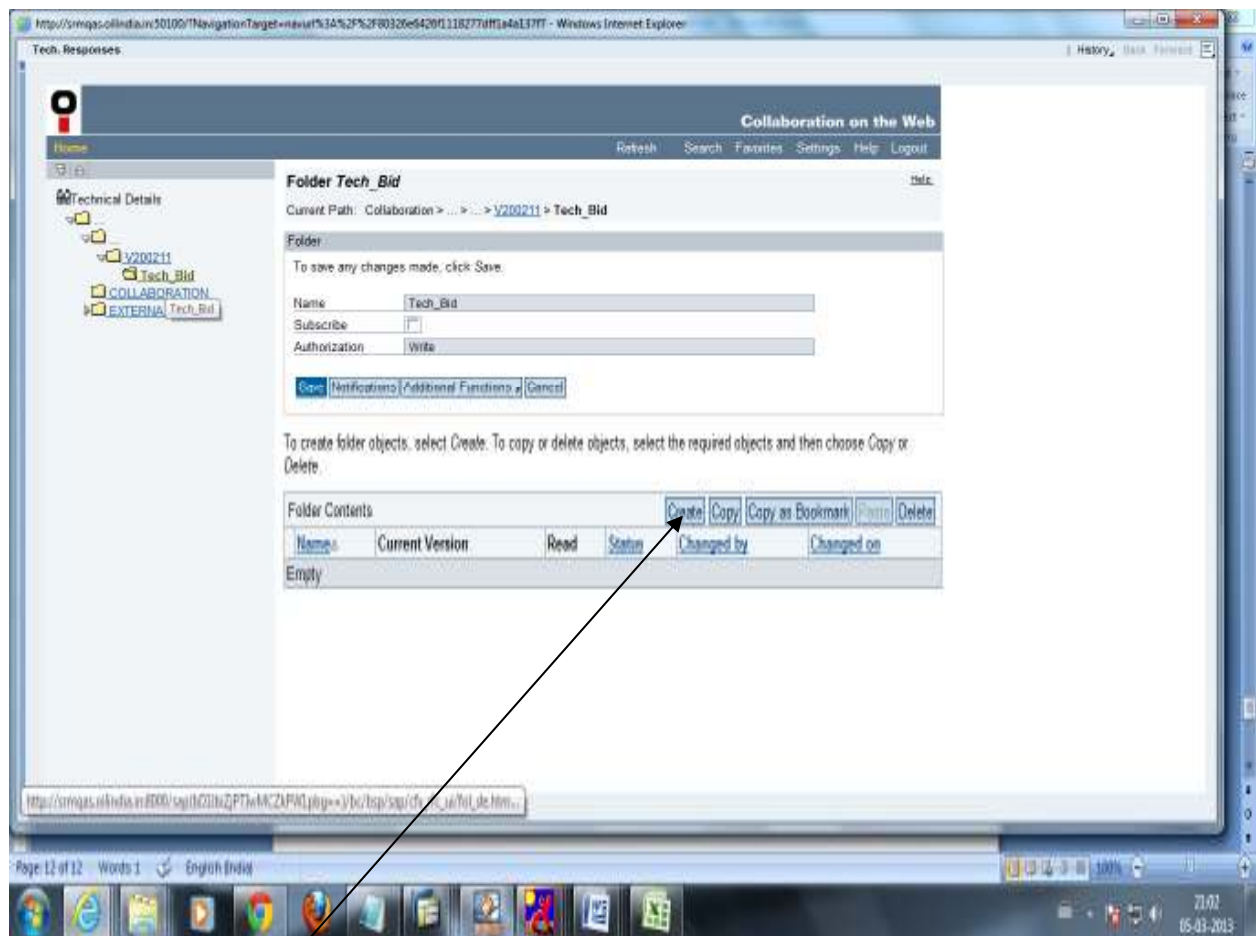
Price Bid Format to be attached here after digitally signing the attachment

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 certificate with organization's Name" digital certificates [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 while uploading the bid.

Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the " Organization Name" field are acceptable.

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 used for signing is not of "Class-3 with organization's 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 Proforma-II) from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend. Since this IFB is a **SINGLE STAGE COMPOSITE System** , **on bid opening date, both Technical RFx and Commercial Bid will be opened on the date specified in the forwarding letter.**

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

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

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

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

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

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

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

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

17.0 EVALUATION AND COMPARISON OF BIDS:

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

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

17.3 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

18.0 CONTACTING THE COMPANY:

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

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

19.0 AWARD CRITERIA:

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

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

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

21.0 NOTIFICATION OF AWARD:

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

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

22.0 SIGNING OF CONTRACT:

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

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

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

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

23.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

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

24.0 BID DOCUMENT:

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

25.0 Mobilization Period: Nil

BID EVALUATION CRITERIA (BEC) /BID REJECTION CRITERIA (BRC) FOR THE TENDER:**1.0 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 01(one) no. readily available Crawler mounted Excavator having vintage of max. 07 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 or undertakings by mentioning above min. specifications 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) One similar completed works, each costing not less than Rs 25, 57,100.00(Rupees Twenty Five Lakhs Fifty Seven Thousand One Hundred) only.

OR,

ii) Two similar completed works, each costing not less than Rs 15,98,200.00 (Fifteen Lakhs Ninety Eight Thousand Two Hundred)only each

OR,

iii) Three similar completed work, costing not less than Rs 12,78,500.00 (Twelve Lakhs Seventy Eight Thousand Five Hundred)only each

Note:

(i) Similar nature of works means providing services with mechanized excavator in Govt/Semi Govt/PSU/Public Limited Companies.

(ii) The bidder must submit the following as documentary evidence duly attested/self-attested for experience:

(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 1.1.3 above. It may be clearly noted that simply mentioning of OIL Contract Number/Work Order number will not be accepted.

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

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

(iii) 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 additional 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.

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

1.1.4 Minimum average annual turnover as per audited Annual reports of the bidder for the last three accounting years reckoned from the bid closing date should be at least Rs 9, 58,900.00(Rupees Nine Lakhs Fifty Eight Thousand Nine hundred) only.

Note:

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

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

Or

(b) Certificate of Profit and Loss account for last three (03) years

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

N.B. Please incorporate other standard terms and conditions as per OIL's policy.

2.0 BID EVALUATION CRITERIA (BEC):

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

2.1. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of Grand total amount quoted for the items of Part-II (i.e. schedule of works, units, quantity, rates) in the Price **Bid Format** of the tender.

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

2.3 Purchase preference to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:

In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.

In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions than the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL .

Note: Documents required to be submitted by MSEs: Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

3.0 COMMERCIAL:

1. Bids are invited under Open Composite bid system i.e., Technical as well as Commercial details together in single offer.
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. Bid security (EMD) shall be furnished as part of the technical bid. Any bid not accompanied by the proper bid security (EMD) will be rejected straightway, except those are exempted.
4. System will not permit submission of bids after the scheduled bid closing date and time.
5. Any bid received in the form of Telex /Cable /Fax /E-Mail /Courier will not be accepted.
6. 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.
7. Bidders must quote clearly and strictly in accordance with the Price Bid Format of the bidding document; otherwise the bid will be summarily rejected. The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the item, NIL should be mentioned against such part of work.

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

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

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

D. GENERAL:

1. Bidders should provide **self-attested** of Service Tax Registration Certificate, VAT registration Certificate, PAN Card, P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder (Applicant). In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him/her, the same has to be provided by him/her before signing of contract agreement and issue of Work Order by OIL.)

2. OIL will not be responsible for delay or non-receipt of applications for participating in the bid and will not entertain any correspondence in this regard.

3. 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.

4. To ascertain the substantial responsiveness of the bid the company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses must be received on or before stipulated days from the date of clarification sought by the company, failing which the bid will be rejected.

5. In case any of the clauses in the BRC contradict with other clauses of bid document elsewhere, than the clauses in the BRC shall prevail.

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

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

*****End of BRC-BEC*****

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

DESCRIPTION OF WORK/SERVICES:-

Hiring of services of 01(one) no. readily available Crawler mounted Excavator having vintage of max. 07 years as on Bid Closing Date of the tender is required on call basis as and when required for a period of 04 years

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-inclusive of price except Service Tax (the Contract price) is Rs. XXXXXXXXXX(Not to be filled up by the bidder. This will be entered at the time of Signing of the agreement) but the Company shall pay the Contract or only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

On account payment may be made, not oftener than monthly, up to 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. 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 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. 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 MOBILISATIONAND/ 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

(Full Name of Signatory)

its Partner/Legal Attorney

(Seal of Contractor's Firm)

(Signature of witness)

And in presence of

Date : _____

(Full Name of Signatory)

Address:

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Designation

Date _____

PARTICULARS, SPECIFICATIONS AND INSTRUCTIONS

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 –(Actual offered Model will be entered while awarding the contract)

(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 levies inclusive of Fees, Registration, Insurance, Capital Investment, Operating Expenses etc. and the rates shall be exclusive of service taxes, if any. 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 placement of the unit into the service of the Company (OIL). In Every year the excavator shall be put in service at a stretch from November to March i.e. during dry spell(winter season) of the year for excavation jobs for the Pontoons of Water Treatment Plants at Tipling and for which total 04 calls (01 call each year) will be given to the contractor. Apart from this, the excavator shall be deployed for a maximum 08 times during the entire contractual period depending upon condition of river bed near the pontoons. Therefore, there shall be maximum 12 calls in the entire contractual period.

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 07 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.(Applicable in case the offered unit is provided/hired from other sources).

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 minimum 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.

9.0 Tools & Accessories: The excavator must be equipped with the Standard tool kit provided by the OEM.

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 out entirely at Contractor's risk. Any unit of crawler mounted excavator 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. Copy of Original purchase invoice & sale certificate issued by the OEM/Authorized dealer of OEM must be submitted along with the bid.

b) Manufacturer's printed technical leaflet/brochure, if any, 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) 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 (Applicable in case the unit is registered in the name of the bidder).

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 1st placement of the unit into the service of the Company.

2.0 Contractor's representative/supervisor will report every day 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. (SM-Safety Measures is Part – V of the bid document)

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

5.0 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 pro rata deduction of fixed charge and also imposition of penalty at rates given in Para 20.0 below.

6.0 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. 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.

7.0 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.

8.0 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.

9.0 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.

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

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

12.0 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.

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

14.0 The contractor will ensure that his crew members follow the instruction of the company's Engineer /Junior Engineer/representative 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.

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

16.0 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.

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

18.0 The bidder must submit the copy of original purchase invoice of the crawler at the time of placement of the crawler.

19.0 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).

Tendered Fuel cost is the fuel cost at Duliajan as on bid opening date

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

20.0 Penalty:

20.1 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 pro-rata 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.

20.2 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 20.1 above for the time in excess of 48 hrs.

21.0 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.

22.0 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 mounted excavator and its accessories, e.g. Kilometer cable, sitting arrangements etc. in tip top condition.
- b) Providing the Crawler and driver/operator 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/gum boot, 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
 - iv) Gumboot-01 pair per person for three years.

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/Authorized representatives of Head-FE for safe operation.

f) Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety, Health or Environment 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/excavator 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 preferably 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-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-energized 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 that the 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.

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) Date of Manufacture/Sale Date (Issued by OEM/Authorized Dealer):

(iii) BOOM :

(iv) ARM :

(v) BUCKET CAPACITY:

(vi) DIGGING REACH :

(vii) LIFTING CAPACITY:

(viii) SWING CAPACITY :

(ix) DOZER BLADE : Attached/Not Attached

(x) ROLLER GUARD SHOULD BE PROVIDED: Provided/Not provided

(xi) Operation in water depth:

(xii) Swing Speed:

(B) Copy of Original purchase invoice, sale certificate, 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. _____

Name of the Original/registered owner of the offered crawler mounted excavator _____

Designation, if any. _____

Date. _____

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

Magistrate

(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) Date of Manufacture/Sale Date (Issued by OEM/Authorized Dealer):

(iii) BOOM :

(iv) ARM :

(v) BUCKET CAPACITY:

(vi) DIGGING REACH :

(vii) LIFTING CAPACITY:

(viii) SWING CAPACITY :

(ix) DOZER BLADE : Attached/Not Attached

(x) ROLLER GUARD SHOULD BE PROVIDED: Provided/Not provided

(xi) Operation in water depth:

(xii) Swing Speed:

(B) Copy of Original purchase invoice, sale certificate, 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 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 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

*****End of SCC*****

OIL INDIA LIMITED
(A Govt. of India Enterprise)

Description of Service: Hiring of services of 01(one) no. readily available Crawler mounted Excavator having vintage of max. 07 years as on Bid Closing Date of the tender is required on call basis as and when required for a period of 04 years

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

S.Line	Description of Services	Quantity	UOM
10	Fixed Charge per day(Crawler for 24 hrs. with driver/operator & helper for 8-hrs. duty)	704.00	DAY
20	Operating charge per hour	5,632.00	HOURL
30	Overtime for operator per hour(Beyond 8 hours of normal duty)	1,408.00	HOURL
40	Overtime for helper per hour(Beyond 8 hours of normal duty)	1,408.00	HOURL
50	Call charges per call	12	NUMBER

NOTE
1. Bidder to quote Unit Rate for a particular item as per above price bid format.
2. Bidders are requested to quote exclusive of Service Tax. Service Tax, if applicable shall be to the Company's Account. However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.
3. Bidder must include all liabilities including statutory liabilities in their quoted rates except Service Tax.
4. 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

SOQ**E-TENDER CDI 8776P16**

(where X is the variation of HSD price and Y is the consumption of HSD in litres per hour). Tendered fuel cost is the HSD Price at Duliajan on the bid opening date.

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

6. To ascertain the inter-se-ranking, comparison of the responsive bids will be made on the GRAND TOTAL Value of the bid as per the Price Bid Format

*****End of SOQ*****

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

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

Not Applicable

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

SUB: SAFETY MEASURES

Description of work/service:

Hiring of services of 01(one) no. readily available Crawler mounted Excavator having vintage of max. 07 years as on Bid Closing Date of the tender is required on call basis as and when required for a period of 04 years.

Sir,

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

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

b) The names of the 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

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. : CDI8776P16

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 _____ 2015.

Signature and seal of the Bidder: _____

(In the capacity of) : _____

Name of Bidder : _____

PROFORMA - II**STATEMENT OF NON-COMPLIANCE****(Only exceptions/deviations to be rendered)**

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the tender stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Authorised Person's Signature: _____**Name:** _____**Designation:** _____**Seal of the Bidder:**

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the “**Statement of Compliance**” in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

ANNEXURE- I

[TO BE FILLED-UP / SUBMITTED BY THE VENDOR ON ITS LETTER HEAD
FOR E-REMITTANCE]

Name:

FULL Address:

Phone Number :

Mobile Number :

E-mail address:

Fax Number :

Bank Account Number (in which the Bidder wants remittance against
invoices):

Bank Name :

Branch :

Address of the Bank:

Bank Code :

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank :

PAN Number :

Service Tax Registration Number:

Signature of Vendor with Official Seal

Note: This declaration shall be printed on letter head of the Bidder and shall
be signed by a competent person.

ANNEXURE- II**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. **CDI8776P16** 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 _____ 2015.

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.

PROFORMA & ANNEXURES**CDI8776P16**

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: _____

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

* 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 i.e minimum 210 days validity.

Note for the bidders:

Bid Security: If Bank Guarantee is submitted towards 'Bid Security', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.

Performance Security: If Bank Guarantee is submitted towards 'Performance Bank Guarantee', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.
