# 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

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| 1.0 IFB No.  | CDI8857P16   |  |
| Service Requirement  | Service contract for security lighting, electrification of security barracks and canteen at drilling and workover sites within the state of Assam for a period of three years. |  |
| Cost of Bid Document                                       | ₹2000.00   |  |
| Bid Security(EMD)  | ₹24,700.00   |  |
| Period of Sale of Bid Document/Issue of User ID & Password | 17.10.2015 TO 10.11.2015(15:30Hrs)   |  |
| Bid Closing / Opening Date & Time                          | 17.11.2015 (11:00 Hrs / 14:00 Hrs)   |  |

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-786602within the period of sale (inclusive both the days i.e. start date & end date). 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.

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

PSU's and SSI units registered with NSIC claiming exemption from payment of tender fee should submit their request with all credentials at least 7 days in advance to get access for participation in the tender.

The details of IFB can be viewed using "Guest Login" provided in the E-Procurement portal and also in OIL's web site <a href="www.oil-india.com">www.oil-india.com</a>. The link to OIL's E-Procurement portal has also been provided through OIL's web site <a href="www.oil-india.com">www.oil-india.com</a>

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 <a href="https://etenders.srm.oilindia.in/irj/portal">https://etenders.srm.oilindia.in/irj/portal</a> 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

#### 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:**

| Service contract for security lighting, elecanteen at drilling and workover sites with of three years. |   |
|--|---|
| <b>IFB NO:</b> CDI8857P16  |   |
| Type of IFB: Open Single Stage-Compo   | site bid System   |
| <b>LOCATION</b> : Various Drilling and work Assam.   | cover locations within the state of   |
| <b>CONTRACT PERIOD:</b> Three (03) years.  |   |
| BID CLOSING/ OPENING DATE & TIME   | · · · · · · · · · · · · · · · · · · ·   |
| Bid Submission Mode:   | Bid should be submitted online in OIL's E-Procurement portal                  |
| Bid Opening Place :  | Office of the Head-Contracts<br>Oil India Limited<br>Duliajan – 786602, Assam |
| Bid Validity :   | 180 days from Bid opening<br>Date   |
| BID SECURITY AMOUNT:   | Rs 24,700.00(Rupees Twenty Four Thousand Seven Hundred Only)                  |
| AMOUNT OF PERFORMANCE SECURIT  | Y: 2.5% of Total Contract Value   |
| a) Bid Security deposited vide D.Draft/No dated  | ± ,   |
| Original hard copy of (a) should reach   | the office of HEAD-CONTRACTS  |

rs 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 eprocurement 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

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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:

Forwarding 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 <u>Original Bid Security</u> which are to be submitted in sealed envelope <u>super scribed</u> 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.

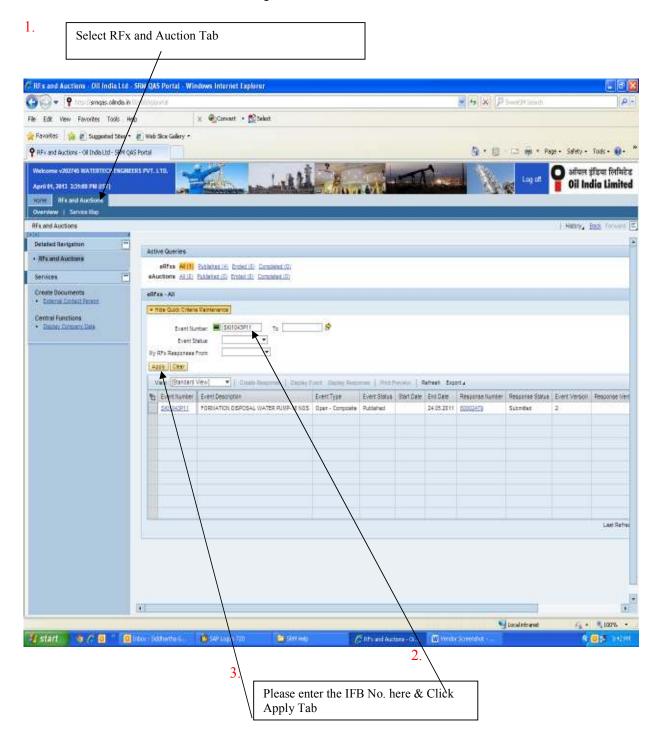
Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its 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.

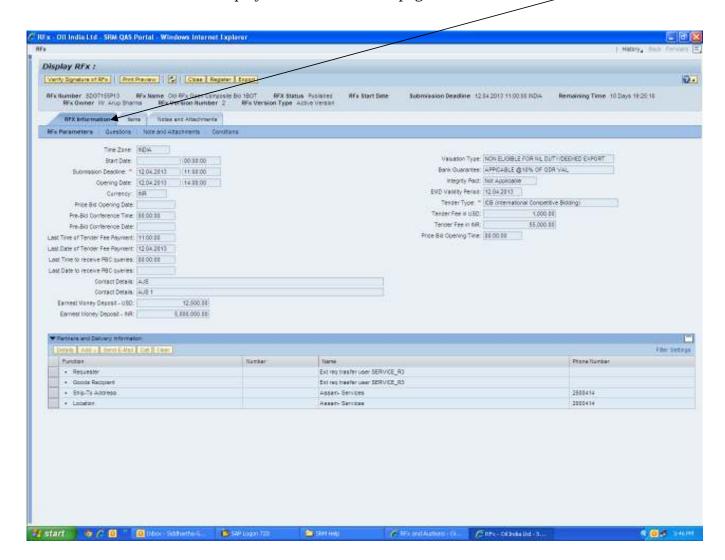
<u>Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment under Notes & Attachment Tab.</u> Offer not complying with above submission procedure will be rejected.

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



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



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
- i) 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.

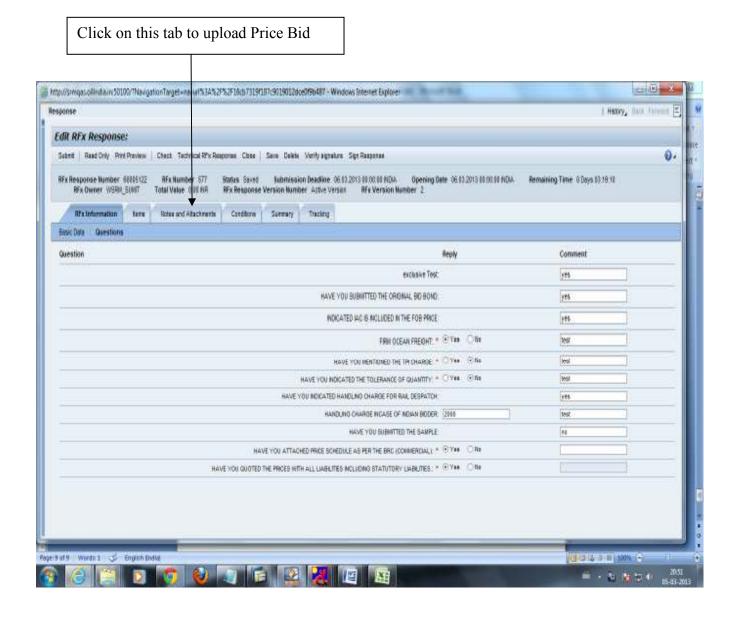
#### 6.0 BID FORM:

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

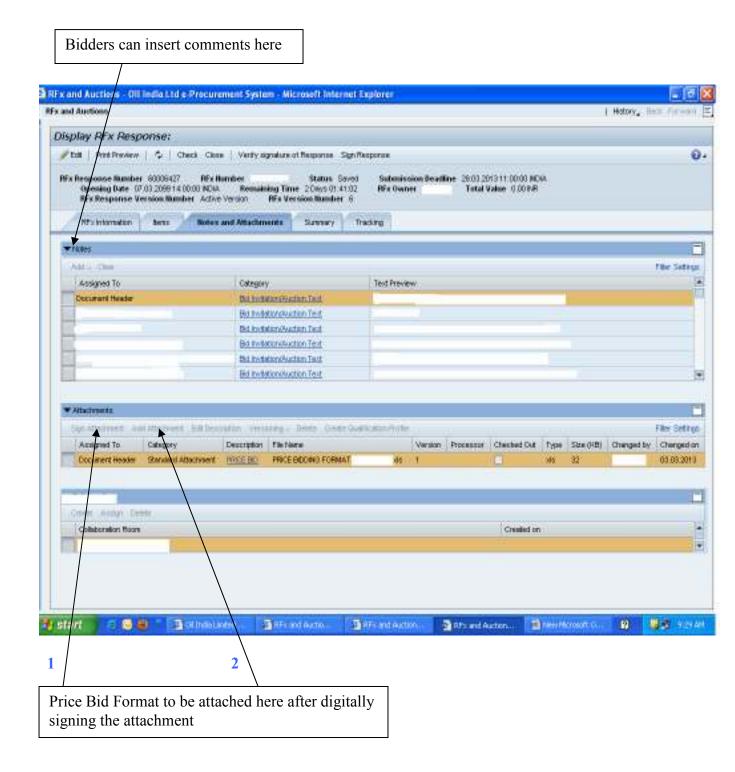
#### 7.0 BID PRICE:

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.



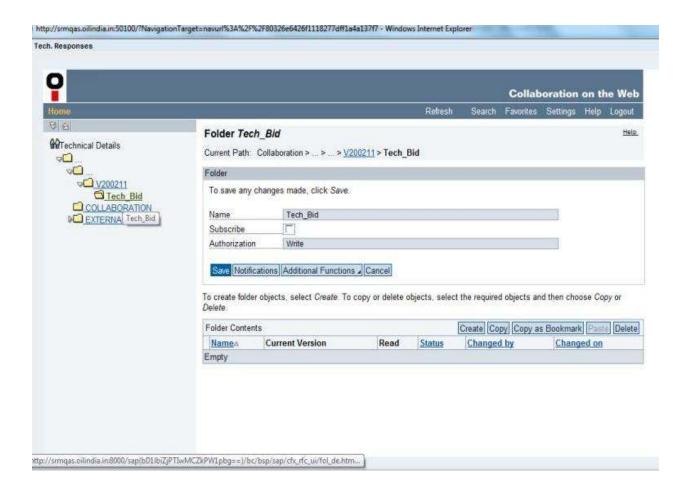
Next Screen on clicking Notes & attachment Tab and go to edit mode

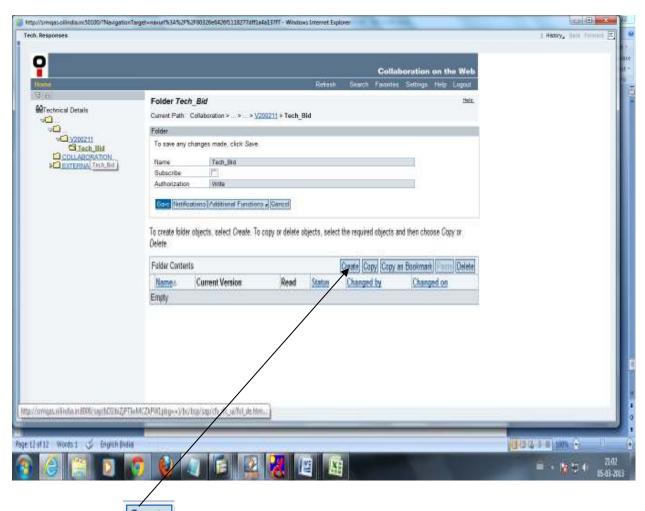


#### Create Technical Rfx response (creating Technical Rfx response is mandatory)

To create Technical Rfx response click on 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 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 vise 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 substantial responsive other bidders presenting bids. 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**: 15(Fifteen) days from the date of issue of LOA (Letter of Award).

BRC-BEC E-TENDER: CDI8857P16

### BID EVALUATION CRITERIA (BEC) /BID REJECTION CRITERIA (BRC) FOR THE TENDER:

#### AA) BID REJECTION CRITERIA (BRC):

The bids shall conform generally to the terms and conditions given in the Bidding Documents. Notwithstanding the general conformity of the bid, the following requirement will have to be particularly met by the bidders without which the same will be considered non-responsive and rejected:

#### I) BIDDER'S EXPERIENCE:

Bidder must have relevant experience in successfully carrying out similar nature of job(s)of following magnitude with PSUs / Central Govt. / State Govt. Organization in last 7 (seven) years as on bid closing date.

- i) Should have successfully completed similar nature of job(s) of value as mentioned below-
- Single contract of minimum value of Rs.39,50,000(Rupees Thirty Nine Lakhs Fifty Thousand) only
- 2. Two contracts of minimum value of Rs.24, 69,000(Rupees Twenty Four Lakhs Sixty Nine Thousand) only each.

OR

3. Three contracts of minimum value of Rs.19, 75,000(Rupees Nineteen Lakhs Seventy Five Thousand) only each.

Note-

'Similar nature of job' mentioned above means, experience in carrying out security lighting, electrification work and other utilities.

- ii) The Bidder's Average Annual financial turnover for the last 03 (three) accounting years reckoned from the bid closing date should be at least Rs. 14, 81,000(Rupees Fourteen Lakhs Eighty one Lakhs) only.
- iii) Bidder must submit all necessary documents (duly self-certified) related to experience and turnover, otherwise bid will be rejected.
- A) For proof of Annual turnover, any one of the following document/photocopy must be submitted along with the bid: -
- i) A certificate issued by a practicing Chartered/ Cost Accountants Firm, with membership no. certifying the Annual Turnover and nature of business.
- ii) Audited Balance Sheet and Profit and Loss account.
- B) For proof of requisite Experience, any one of the following document/photocopy must be submitted along with the bid: -
- i) In case of OIL contractors, copy of 'Certificate of Completion (COC)'/ 'Certificate of Payment (COP)' of jobs successfully completed, during last 7 (seven) years ending Bid closing date showing gross value of job done. It may be clearly noted that simply mentioning of OIL CCO Number will not be accepted.

BRC-BEC E-TENDER: CDI8857P16

ii) Certificate issued by any other Public Sector Undertaking/ Govt. Department in last 7 (seven) years ending bid closing date showing:

- (a) Gross value of job done; and
- (b) Nature of job done; and
- (c) Time period covering the financial year(s) as per the NIT.

#### II) TECHNICAL REQUIREMENT FOR BIDDERS:

The bidder should submit the following documents. The bid shall be rejected if any of the following documents are not submitted by the bidder.

- 1) Valid Electrical Contractor's license issued by State Licensing Board, Govt. of Assam.
- 2) Minimum 2 (two) years of experience in carrying out similar nature of jobs in Govt. Departments or Public Sector Undertakings during the last 7 (seven) years.
- 3) An undertaking on the firm's letter head that in the event of award of contract, the contractor shall abide by all the terms of the contract and Company shall have the right to take any action as deemed fit against the contractor in the event of non-compliance to terms of contract.
- III) Non submission of documents as specified in BRC above will result in rejection bids.

#### **BB) 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:

- 1. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items of Part-II (i.e. schedule of works, units, quantity, rates) as per **Price bid format** of the tender.
- 2. In case of identical lowest offered rate by more than 1(one) bidder, the selection will be made by draw of lot among the bidders offering the identical lowest rates.
- 4. 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 BRC-BEC E-TENDER: CDI8857P16

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.

5. The tender will be governed by:

Forwarding 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 & Quantity (SOQ)
Part-III: Special Conditions of Contract (SCC)

Part-IV: Schedule of Company's Plant, Materials and Equipment

Part-V: Safety Measures

6. Bidders are required to comply as per the clauses stipulated above during evaluation of bids.

#### **CC 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.

#### DD. GENERAL:

- 1. Bidders should provide self-attested copies 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.

| ******End | of BRC | -BEC***** |
|-----------|--------|-----------|
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#### OIL INDIA LIMITED

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

#### **DESCRIPTION OF WORK/SERVICES:-**

Service contract for security lighting, electrification of security barracks and canteen at drilling and workover sites within the state of Assam for a period of three years.

### GENERAL CONDITIONS OF CONTRACT (GCC)

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- 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
- b) In this Contract all words and expressions shall have the same meaning 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 **156 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. XXXXXXXXX(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 <u>LIQUIDATED DAMAGES FOR DELAY IN MOBILISATIONAND</u>/ 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  |                                       |
|-----------------------------|---------------------------------------|
| SIGNED & DELIVERED I OR 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\_\_\_\_\_

GCC

CDI8857P16

#### A) SCOPE OF WORK

- # Transportation of required man power, stepped tubular poles, cables, flood light fittings, wiring materials, earthing materials etc. from one location to another location/electrical office/contractor's storage yard including loading and unloading of all materials.
- # Erection of poles, stringing of cables and installation of flood light fittings and connections.
- # Earthing of Genset, power distribution board/system, barrack and canteen, bunkhouses etc.
- # Wiring of security barrack and canteen in drilling rigs.
- # Connection of Generator/ alternator to distribution board/ system and then various power supply connections from distribution board/system as per single line diagram.
- # Insulation resistance and earth resistance testing and commissioning of the generator, DB, area lights, barrack and canteen electrification.
- # Dismantling and transfer of complete security lighting materials at the time of withdrawal of security from drilling and workover rigs.
- # Transportation and erection of poles with other materials for additional security lighting as and when required.
- # Attend and rectify electrical breakdown report in drilling and workover locations in the following items, when only security personnel present in the site:
- a) Genset for alternator, control panel, changeover switch, cables etc.
- b) Power distribution board/system.
- c) HPSV Flood light fittings, cables.
- d) Security barrack.
- e) Canteen.

#### B) MANPOWER:

- # The manpower (skilled and unskilled) engaged by the contractor should have full working knowledge on erection of poles, stringing of overhead cables, industrial and domestic wiring, fixing and testing of HPSV/halogen/incandescent/CFL light fittings, temporary wiring of bamboo structured barrack, earthing of generator and different equipments, generator and power distribution board connections. Skilled manpower engaged by the contractor should have capability to troubleshoot various types of generator and lighting circuits electrical problem.
- # Contractor shall obtain OIL's approval for technical personnel. All personnel (Technically skilled and unskilled) shall undergo MVT training conducted by OIL before deployment.
- # Bio-data of technical personnel must be submitted before 15 days, from the date of deployment, for OIL's approval.
- # Contractor should be able to provide transportation and manpower to execute minimum of two jobs at a time.

SCC E-TENDER: CDI8857P16

# Personnel (skilled and unskilled) deployed by the contractor shall be changed/ replaced by the contractor if OIL asks to do so. OIL shall not be required to give any reason for such request/ instruction.

- # Qualification of technical personnel: -
- 1. Supervisor: Shall have valid Electrical Supervisor's Certificate of Competency, with authorization for minimum three parts viz. Part Nos.1, 2 and 4, issued by State Licensing Board, Government of Assam.
- 2. Technician: Shall have valid Electrical Workman's Permit with authorization for Part Nos. I and II, issued by State Licensing Board, Government of Assam.
- # The contractor's persons shall submit an undertaking as per the format specified in ANNEXURE A before execution of the contract.

#### C) TRANSPORTATION:

- # Transportation of man and material required for security lighting from location to location/ electrical office or contractor's storing yard within the state of Assam shall be in the scope of the contractor.
- # Cost of material damaged or lost during transportation or during custody by contractor shall be recovered from contractor's bill. Value of such material damaged/lost shall be decided by OIL.

#### D) TOOLS AND TACKLES:

- # Tools and tackles, meters, instruments required to execute the jobs shall be supplied by the contractor and shall be of standard make and must conform to IS or relevant standard.
- # Whenever OIL inspector/ Engineer wishes to inspect, contractor shall produce the tools and tackles for inspection. Items must be replaced suitably whenever found defective.
- # Any additional Tools/ Instruments required for working shall have to be arranged by the contractor.
- # Contractor should keep the following minimum tools and instruments in good working condition during the contract period.
- 1. Two legged aluminum extension ladder-double ladder length (Max. 28 ft.-Min. 16ft.), 4 legged aluminum ladder: 6 ft. long (height).
- 2. Standard electrician's tool kit
- 3. Spade
- 4. Crowbar
- 5. Fung
- 6. Ropes
- 7. Hacksaw blade with frame
- 8. Insulation tester 500V

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- 9. Multimeter
- 10.Earth resistance tester.

#### E) PERSONAL PROTECTIVE EQUIPMENT (PPE):

- # Contractor shall provide all safety gadgets to his work-persons. The condition of all PPE and other safety gadgets provided by the contractor to his work persons shall be in proper/ good condition.
- # The contractor's personnel while on duty/ work must use the following personal protective equipment.
  - i) Safety Shoe
  - ii) Safety belt
  - iii) Helmet
  - iv) Goggles etc. as per the risk assessed.
- # Any violation of above, the contractor will not be allowed to execute job and for any delay, contractor will be penalized accordingly.

#### F) SAFETY MEASURE TO BE TAKEN BY THE CONTRACTOR:

- # While carrying out job, contractor personnel must isolate live parts by switching-off incoming power supply or by removing fuses. Testing tools like test lamp, must be used before going to start a job for confirmation of non-availability of power.
- # When a ladder is used, extra labourer shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be fixed with an inclination not steeper than 45° from horizontal.
- # The contractor shall submit an undertaking on safety measures to be adopted at site mentioning that he/she is aware of all electrical and other hazards associated with the execution of the contract and has understood the necessary safety requirements to be adopted and that he/she shall not violate:-
- 1. Stated safety procedures
- 2. Statutory rules and regulation
- 3. Shutdown procedure
- 4. Company (OIL) and departmental procedure while execution of the contract and carry out any job that he/she shall be responsible and accountable for violation.

Enclosed ANNEXURE - B for few general HSE points to be adopted by the contractor.

#### G) SOME GENERAL CONDITIONS:

# The work shall not be sublet/sub contracted to any other party.

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# The execution of work is to be carried out in such a manner that it does not interfere unnecessarily with the public convenience. Any claim arising out of any such dispute shall be the responsibility of the contractor.

# The contractor shall have no objection for carrying out jobs on any Sundays, Holidays (both company's and national) and on local 'Bandhs'. However, at the discretion of OIL's engineer, time for execution of the job may be relaxed depending on operational urgency and severity of local 'Bandhs'.

#### H) MATERIALS AND CONSUMABLES:

All materials and consumables required against this contract will be supplied by OIL, excluding tools and safety gears as specified in point no. 'D' & 'E' which shall be under the scope of the contractor.

### I) STATEMENT OF APPROXIMATE QUANTITIES, VARIATIONS, ADDITIONS, ALTERATIONS, DRAWING AND SPECIFICATIONS:

- # The quantities noted are approximate and no claim shall be made against the company for reduction or enhancement of quantity.
- # OIL shall have power to make any alterations in or additions to the original specifications and instructions that may appear to be necessary or advisable during the progress of the work. The contractor shall be bound to carry out the work in accordance with any instructions which might be given to him in writing by OIL Engineer in charge and such alterations shall not invalidate the contract.

#### J) OFFICE ACCOMMODATION:

- # Contractor should arrange for office cum store accommodation at Duliajan (within a radius of 4 km from OIL industrial area), where he can be contacted in case of requirement/ emergency (24 hours a day) with a permanent telephone number.
- # Contractor shall arrange boarding, lodging and medical facility for his personnel.

#### K) QUALITY OF WORK:

- # Contractor shall abide by all instructions of OIL Engineer and carry out standard quality jobs/works to the satisfaction of OIL Engineer.
- # OIL shall reserve the right to ask the contractor to re-do poor quality job at no extra cost to OIL.

#### L) COLLECTION/ATTENDING OF REPORT:

# The contractor or his representative shall visit the office of Chief Engineer Electrical (Rigs) on all working days at 7:00 AM to collect the report for the jobs that are to be undertaken by the contractor.

# Jobs shall be attended and executed as and when required (Requisitioned by OIL).

# Breakdown reports shall have to be attended with high priority.

# M) LIQUIDATED DAMAGE (LD):

If the contractor fails to start, delay in completing breakdown report, unsatisfactory performance/non-performance of any job, OIL reserves the right to carry out jobs in a particular area and the contractor will be charged LD accordingly as under:

Delay in starting/completion LD imposed

Upto 6 hrs NIL

Upto 7-12hrs 10% of item value Beyond 12 hrs 30% of item value

# N) SPECIAL CONDITION:

The jobs mentioned in the contract are of need base and not of regular nature. Prompt action shall be required from the contractor for execution of any job.

#### ANNEXURE - I

1.0 Schedule of works, Service line#10: To provide security lighting in drilling and workover rigs.

- # Loading & transportation of material listed in Table-1 with other accessories and tools to a drilling/workover location in the state of Assam.
- # Erection of all 5nos. poles with bracket without base plate. One sixth of the pole to be buried and base of the pole to be tighten by putting bricks or pebbles.
- # Stringing of up to 100mtrs. of 4x6 mm² screened PVC/EPR cable with GI wire over poles from generator house to distribution board and then up to 250mtrs. of 3x1.5 mm² PVC/EPR cable to different light fittings.
- # Connection of Generator/alternator to distribution board/system and then various power supply connections from distribution board/system as per single-line-diagram.
- # Generator and power distribution board/system earthing to be done with suitable GI wire/strap connecting to electrodes.

# Installation of up to 6nos. of HPSV floodlight fittings with control gear box on top of the pole brackets.

- # Measurement of insulation resistance of generator, cable etc.
- # Measurement of earth resistance.
- # Testing of generator, all light fittings, sockets and all tripping components.

# TABLE -1 MATERIALS LIST FOR AREA LIGHTING:

| SL.NO. NAME OF MATERIAL  | SPECIFICATI                 | ON QUA  | ANTITY(MAXIMUM | I) |
|--------------------------|-----------------------------|---------|----------------|----|
| 1 STEPPED TUBULAR POLE V | WITH BRACKET                | 9 Mtrs. | 5 Nos.         |    |
| 2 POWER DISTRIBUTION BOA | ARD /SYSTEM                 |         | 1 No.          |    |
| 3 HPSV LIGHT FITTINGS    | 400W                        |         | 6 Nos.         |    |
| 4 CONTROL GEAR BOX       | 400W                        |         | 6 Nos.         |    |
| 5 EARTHING GI WIRE       |                             |         | 100 Mtrs.      |    |
| 6 PVC/EPR CABLE          | $3 \times 1.5 \text{ mm}^2$ |         | 250 Mtrs.      |    |
| 7 PVC/EPR CABLE          | $4 \times 6 \text{ mm}^2$   |         | 100 Mtrs.      |    |

2.0 Schedule of works, Service line#20: To dismantle existing security lighting in drilling and workover wells.

#### Job Details:

- # Dismantling of all light fittings, cables, tubular poles with brackets etc. as listed in Table-1.
- # Dismantling of cables from generator and distribution board.
- # Loading of all security lighting materials as listed in Table-1 and transportation to other drilling/workover location or yard.
- # Proper/adequate care shall be taken while dismantling, loading and transportation against damage or loss of material.
- # For any loss or damage of material, actual cost of the material shall be deducted from contractor's account.
- 3.0 Schedule of works, Service line#30: Erection/dismantling of additional lighting poles with light fitting in drilling and workover rigs.

- # Dismantling of maximum 5nos. of 9mtrs. stepped tubular poles, light fittings and cables at one drilling/workover location.
- # Transportation of 9mtrs. tubular poles and other accessories to other drilling/workover location in the state of Assam.
- # Erection of maximum 5nos. of stepped tubular poles with bracket without base plate. One sixth of the pole is to be buried and base of the pole is to be tighten by putting bricks or pebbles.
- # Installation of up to 5nos. of HPSV light fittings on top of pole brackets.
- # Stringing of up to 250mtrs. of 3x1.5 mm<sup>2</sup> screened PVC/EPR cable over poles or vice versa.

# For any loss or damage of material, actual cost of the material shall be deducted from contractor's account.

4.0 Schedule of works, Service line#40: Security lighting breakdown report in drilling or workover rigs as per ANNEXURE - C format.

#### Job Details:

- # Trouble shooting, rectification and replacement of spares etc. in generator house, power distribution board/system, area lighting, barrack lighting and canteen lighting with own transportation.
- a) Generator house reports includes troubleshooting of no power, low and unequal alternator output voltage and rectification of the same, replacement and maintenance of components in alternator control panel like fuse, fuse base and carrier, MCCBs, RCBOs, meters etc. and rectification or maintenance of change over switch problem.
- b) Power distribution board/system reports includes replacement or maintenance of incoming and all out going plugs and sockets, main switch, fuse and fuse base and carrier, RCCBs, MCBs, meters etc.
- c) Area lighting reports includes troubleshooting and replacement of spares like lamps, ignitors, ballasts etc. in HPSV light fittings and replacement of cable against short circuit or open circuit.
- d) Security barrack report includes maintenance or replacement of any item listed in the Table-2 in the security barrack wiring.
- e) Repairing of snapped cables.
- 5.0 Schedule of works, Service line#50: Wiring of security barrack in drilling locations.

#### Job Details:

- # Loading & transportation of material listed in Table-2 with other accessories and tools to a new drilling location in the state of Assam.
- # Wiring of security barrack as per single-line-diagram following standard practices and statutory norms.
- # Installation of maximum 8nos. of ceiling fans in the security barrack.
- # Transportation of ceiling fans are in the scope of security department (OIL/CISF).
- # Installation of ceiling fans are need based and shall be fixed only properly grouted steel structure in security barrack.
- # Proper safety precautions shall be taken while installing a ceiling fan like ground clearance, tightening of blades, locking pins, proper hooks etc.
- # For any loss or damage of material, actual cost of the material shall be deducted from contractor's account.

#### TABLE-2

MATERIALS LIST FOR SECURITY BARACK WIRING:

SL.NO. NAME OF MATERIALS SPECIFICATION QUANTITY

| 1 MAIN SWITCH      | 250V, 20A            | 1 No.     |
|--------------------|----------------------|-----------|
| 2 RCD              | 25A,100mA            | 1 No.     |
| 3 MCB DISTRIBUTION | BOARD 4-WAY          | 1 No.     |
| 4 WOODEN BOARD     | 10" x 12"            | 4 Nos.    |
| 5 WOODEN BOARD     | 4" x 4"              | 2 Nos.    |
| 6 SWITCH SOCKET    | 5 A, 250V            | 6 Nos.    |
| 7 TUMBLAR SWITCH   | 5 A, 250V            | 12 Nos.   |
| 8 PENDENT HOLDER   |                      | 12 Nos.   |
| 9 LAMP UPTO        | 100W, 250V           | 20 Nos.   |
| 10 CAUTION BOARD*  | 400V                 | 2 Nos.    |
| 11 EARTHING WIRE   | 8 SWG                | 20 Mtrs.  |
| 12 PVC CABLE       | $3X2.5 \text{ mm}^2$ | 400 Mtrs. |

6.0 Schedule of works, Service line#60: Dismantling of existing security barrack wiring in drilling locations.

#### Job Details:

- # Dismantling of complete security barrack wiring as listed in Table-2.
- # Dismantling of complete earthing system.
- # Loading of all security barrack wiring materials as listed in Table-2 and transportation to other drilling location or yard.
- # For any loss or damage of material, actual cost of the material shall be deducted from contractor's account.
- # Few items are partly exempted, mainly used in barrack wiring from loss or damage:
- 1) PVC cable: 30% of its total handed over length.
- 2) Pendent holder: 50% of its total quantity.
- 3) Earthing wire: 50% of the total length.
- 7.0 Schedule of works, Service line#70: Wiring of wellsite canteen in drilling locations.

- # Loading & transportation of material listed in Table-3 with other accessories and tools to a new drilling location in the state of Assam.
- # Wiring of wellsite canteen as per single-line-diagram following standard practices and statutory norms.
- # Installation of maximum 2nos. of ceiling fans in the security barrack.
- # Transportation of ceiling fans, refrigerator, water cooler, geyser, tube light fittings etc. are in the scope of ER department.
- # Installation of ceiling fans are need based and shall be fixed only properly grouted steel structure in security barrack.
- # Proper safety precautions shall be taken while installing a ceiling fan like ground clearance, tightening of blades, locking pins, proper hooks etc.
- # For any loss or damage of material, actual cost of the material shall be deducted from contractor's account.

TABLE -3
MATERIALS LIST FOR CANTEEN WIRING:

| SL.NO. NAME OF MATERIALS | SPECIFICATION      | QUANTITY  |
|--------------------------|--------------------|-----------|
| 1 MAIN SWITCH            | 250V, 40A          | 1 No.     |
| 2 RCD                    | 25A, 100mA         | 1 No.     |
| 3 MCB DISTRIBUTION BOARD | 4 WAY              | 1 No.     |
| 4 WOODEN BOARD           | 10"x12"            | 3 Nos.    |
| 5 SWITCH SOCKET          | 5A, 250V           | 4 Nos.    |
| 6 TUMBLAR SWITCH         | 5A, 250V           | 6 Nos.    |
| 7 PENDENT HOLDER         |                    | 6 Nos.    |
| 8 LAMP UPTO              | 100W, 250V         | 10 Nos.   |
| 9 CAUTION BOARD          | 400V               | 2 Nos.    |
| 10 EARTHING WIRE         | 8 SWG              | 20 Mtrs.  |
| 11 PVC CABLE             | $3X4 \text{ mm}^2$ | 200 Mtrs. |
| 12 SWITCH SOCKET         | 15A, 250V          | 4 Nos.    |

8.0 Schedule of works, Service line#80: Dismantling of existing wellsite canteen wiring in drilling locations.

## Job Details:

- # Dismantling of complete wellsite canteen wiring as listed in Table-3.
- # Dismantling of complete earthing system.
- # Loading of all wellsite canteen wiring materials as listed in Table-3 and transportation to other drilling location or yard.
- # For any loss or damage of material, actual cost of the material shall be deducted from contractor's account.
- # Few items are partly exempted, mainly used in wellsite canteen wiring from loss or damage:
- 1) PVC cable: 30% of its total handed over length.
- 2) Pendent holder: 50% of its total quantity.
- 3) Earthing wire: 50% of the total length.
- 9.0 Schedule of works, Service line#90: Installation of earth electrodes in drilling locations for security lighting purpose.

- # Installation of maximum 36nos. of earth electrodes as per earthing layout diagram in a drilling location in the state of Assam.
- # The installation job shall include making of earth pit, filling up with backfill compound and loose earth, ramming up and watering, and connection with earth straps.
- # Earth resistance of the electrode is to be measured and recorded properly.
- # For any loss or damage of material, actual cost of the material shall be deducted from contractor's account.

10.0 Schedule of works, Service line#100: Dismantling of existing earth electrodes in drilling locations for security lighting purpose.

### Job Details:

- # Dismantling of maximum 36nos. of earth electrodes existing as per earthing layout diagram in a drilling location in the state of Assam.
- # The dismantling job shall include disconnecting the electrodes from earthing straps, dig-out the electrode from the earth pit, filling up the hole with loose earth.
- # Stacking the electrodes at site for transportation.
- # For any loss or damage of material, actual cost of the material shall be deducted from contractor's account.

## ANNEXURE - A

## PROFORMA UNDERTAKING FROM CONTRACTOR'S PERSONNEL

| I  |             | S/o            |          | hav             | ring |
|--|-------------|----------------|----------|-----------------|------|
|  |             | Dist.          |          | am work         | ing  |
| permanent residence atas their employee. | Now, I      | have b         | een ti   | ransferred      | bv   |
| M/s                                      |             |                |          |                 |      |
| under Contract No                        |             | which has b    | een awai | rded in favou   | r of |
| my employer M/s                          |             |                |          |                 |      |
|  |             |                |          |                 |      |
| I hereby declare that I will n           | iot have an | y claim for en | nployme  | nt or any ser   | vice |
| benefit from OIL by virtue o             | f my deplo  | yment for car  | rying ou | it contract job | o in |
| OIL by M/s                               |             |                |          |                 |      |
|  |             |                |          |                 |      |
| I am an employee of                      |             | for all        | practica | al purposes a   | and  |
| there is no privity of Contrac           | ct between  | OIL and me.    |          |                 |      |
|  |             |                |          |                 |      |
| G:                                       |             |                |          |                 |      |
| Signature                                |             |                |          |                 |      |
|  |             |                |          |                 |      |
| Place:                                   |             |                |          |                 |      |
| Date:                                    |             |                |          |                 |      |
| Date:                                    |             |                |          |                 |      |
|  |             |                |          |                 |      |
| 1. Name:                                 |             |                |          |                 |      |
| Designation:                             |             |                |          |                 |      |
| Date:                                    |             |                |          |                 |      |
| Date:                                    |             |                |          |                 |      |
|  |             |                |          |                 |      |
| 2. Name:                                 |             |                |          |                 |      |
| Designation:                             |             |                |          |                 |      |
| Date:                                    |             |                |          |                 |      |

#### ANNEXURE - B

#### GENERAL HSE POINTS TO BE INCORPORATED IN THE CONTRACT

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. 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 HSE laws by the sub or sub-sub-contractors.

- 2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances including Full Body harness etc. has to be DGMS approved, except for protective footwear and Safety Helmet manufactured as per relevant BIS standards. Necessary supportive document shall have to be submitted as proof. 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 by deducting from Contractor's Bill. . However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- 3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
- 4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
- 5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- 6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
- 7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
- 8. 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.

- 9. 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.
- 10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's 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 / Supervisor/Junior Engineer for safe operation.
- 11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
- 14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- 15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
- 16. The health checkup of contractor's personnel is to be done by the contractor in authorized Health Centres as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- 17. To arrange daily tool box meeting and regular site safety meetings and maintain records.
- 18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
- 19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- 20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- 22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.

- 24. The contractor should prevent the frequent change of his contractual employees as far as practicable.
- 25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
- 26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/pertaining to Health, Safety and Environment.

ANNEXURE - C

OIL INDIA LTD SECURITY LIGHTING BREAKDOWN REPORT REPORT /NOTIFICATION NO:

LOCATION
NAME OF THE RIG
BRIEF DESCRIPTION OF THE REPORT
TIME AND NAME OF THE PERSON REPORTING
JOB COMPLETION REPORT WITH TIME (FROM CONTRACTOR)
REMARKS

SIGNATURE OF CONTROLLING

**OFFICE** 

# 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<br>Item | Description of Services   | Quantity | UOM    |
|----------------|---|----------|--------|
| 10             | Erection cum installation of security lighting, details as per ANNEXURE - I, Sl. No.1 (in drilling & workover wells)                              | 120.00   | NUMBER |
| 20             | Dismantling of Existing security lighting, details as per ANNEXURE - I, Sl. No.2 (in drilling & workover wells)                                   | 120.00   | NUMBER |
| 30             | Dismantling and erection of additional lighting poles with light fittings, details as per ANNEXURE - I, Sl. No.3 (in drilling and work over rigs) | 90.00    | NUMBER |
| 40             | Attending break down reports, details as per ANNEXURE -I, Sl. No.4 (in drilling and work over rigs)   | 150.00   | NUMBER |
| 50             | Wiring of security barrack, details as per ANNEXURE - I, Sl. No.5 (in drilling rigs)  | 30.00    | NUMBER |
| 60             | Dismantling of existing security barrack wiring, details as per ANNEXURE - I, Sl. No.6 (in drilling rigs)   | 30.00    | NUMBER |
| 70             | Wiring of well site canteen, details as per ANNEXURE - I, Sl. No.7 (in drilling rigs)   | 40.00    | NUMBER |
| 80             | Dismantling of existing well site canteen wiring, details as per ANNEXURE - I, Sl. No.8 (in drilling rigs)  | 40.00    | NUMBER |
| 90             | Installation of earth electrodes, details as per Annexure-I, Sl. No.9 (in drilling rigs)  | 40.00    | NUMBER |
| 100            | Dismantling of existing earth electrodes, details as per Annexure-I, Sl. No.10 (in drilling rigs)   | 40.00    | 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. 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\*\*\*\*\*\*\*\*

PART IV SCPME CDI8857P16

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

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

Not Applicable

Part V SM CDI8857P16

TO,
HEAD-CONTRACT
OIL INDIA LIMITED
DULIAJAN-786602

Date\_\_\_\_\_

| SUB: SAFETY MEASURES   |
|--|
| <b>Description of work/service:</b>  |
| Service contract for security lighting, electrification of security barracks and canteen at drilling and workover sites within the state of Assam for a period of three 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)<br>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  |

FOR & ON BEHALF OF BIDDER

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

# PROFORMA - I

**BID FORM** 

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

| ASSAM # 786 602  |
|--|
| Sub: IFB No. : <u>CDI8857P16</u>   |
| 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<br>No. | Clause No.<br>(Page No.) | Non-Compliance | Remarks |
|----------------|--------------------------|----------------|---------|
|                |                          |                |         |
|                |                          |                |         |
|                |                          |                |         |
|                |                          |                |         |

| Authorised Person's Signature: |   |
|--------------------------------|---|
| Name:                          |   |
| Designation:                   | _ |
| Seal of the Ridder:            |   |

**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. CDI8857P16  KNOW ALL MEN BY these presents that we (Name of Bank) or (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<br>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:   |
| <ul><li>(a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or</li><li>(b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;</li></ul>  |
| 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

# CDI8857P16

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:

| <ul> <li>(i) Our liability under the guarantee shall not exceed</li> <li>(ii) This Bank Guarantee shall be valid only up to/_/</li> <li>(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//</li> </ul> |
|--|
| SIGNATURE AND SEAL OF THE GUARANTORS<br>Name of Bank & Address<br>Witness<br>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.

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