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

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

IFB No. / Bid Document Cost	Service Requirements	Issue of Bid Document / Bid Security / Bid Closing / Opening Date & Time
DCO5310P15 ₹ 500.00	Carrying out miscellaneous jobs under Production Projects Department, Supply Of Trucks, Trailers, Welding, Cutting Machines, Skilled & Unskilled Labours, Transportation Of Pipe & Other Materials Etc. Within A Road Distance Of 100 Km From Duliajan Grouting Of M.S. Post, Fitting, Fixing Of Fence, Coating, Wrapping Painting &Letter Writing, Earth Filling To Proper Compactness etc.	11.11.2014 to 10.12.2014 (upto 15:30 Hrs) / ₹ 11,500.00 / 11.12.2014 (12:45 Hrs / 13:00 Hrs)

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

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.

HEAD-CONTRACTS

OIL INDIA LIMITED (A Govt. of India Enterprise)

Contracts Department. Duliaian, DISTRICT: DIBRUGARH ASSAM, PIN: 786602

M/s. India

TENDER NOTICE NO.: DCO5310P15 Date: 08.11.2014

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

DESCRIPTION OF WORK/

SERVICE.

LOCATION

CONTRACT **PERIOD**

i)Bid Closing/ Opening date

ii)Earnest money

deposit

CARRYING OUT MISCELLANEOUS

JOBS UNDER PRODUCTION PROJECTS DEPARTMENT, SUPPLY OF TRUCKS, TRAILERS, WELDING,

CUTTING MACHINES, SKILLED &

UNSKILLED

LABOURS, TRANSPORTATION OF PIPE & OTHER MATERIALS ETC. WITHIN A ROAD DISTANCE OF 100 KM FROM DULIAJAN GROUTING OF M. S. POST, FITTING,

FIXING

OF FENCE, COATING, WRAPPING PAINTING &LETTER WRITING, EARTH

FILLING TO

PROPER COMPACTNESS ETC.

Various locations within OIL's operational areas.

provision for extension of the Contract by another One (1) vear with the same rates and Terms & Conditions.

Two (2) years,

with OIL's

11.12.2014 11.500.00 (RUPEES **FLEVEN THOUSAND** FIVE

HUNDRED ONLY)

a) Earnest money deposited/Not deposited vide D.Draft/B.Cheque/Money Receipt dated No. of b) Security Deposit will be Non-interest bearing 2.1/2% of the total contract price.

c) Conditional/Non Conditional offer as per letter attached.

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

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

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

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

3.0 Tenders will be received upto 12:45 PM (IST) on the date as mentioned above and opened on the same day at

TENDER NOTICE NO.: DCO5310P15 Date: 08.11.2014

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

- 4.0 The rates shall be quoted per unit as specified in the Schedule of Work (Part II) and shall be in words as well as in figures. No overwriting shall be allowed, but all corrections may be inserted in the blank space above the corrected word / figure and must be initialed. In case of discrepancy the unit rate quoted in words shall be considerated to be correct.
- 5.0 The Company reserves the right to reject any or all the tenders or accept any tender in full or in part, without assigning any reason.
- 6.0 (a) No Tenderer must withdraw the tender after its public opening. Any such withdrawal will make the tenderer liable of forfeit his/her/their Earnest Money in full and debarred from further tendering at the sole discretion of the company and the period of debarment will not be less than 6 (six) months.
- (b) Once a withdrawal letter is recived from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.
- 7.0 The tender must be valid for 180 (One hundred & eighty) days from the date of openning of the tender.
- 8.0 Conditional tenders are liable to be rejected at the discretion of the Company.
- 9.0 Tenders can be dropped at the box placed at the office of Contract Department or can be sent by registered post addressed to

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

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

- 10.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.
- 11.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name tender documents have been purchased/issued along with one or more of the following documentary evidences(which are applicable to the bidder) in support of the same.
- 01. In case of Sole Proprietorship Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.
- 02. In case of HUF-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.
- 03. In case of Partnership Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.
- 04. In case of Co-Operative Societies-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.
- 05. In case of Societies registered under the Societies Registration Act -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.

- 06. In case of Joint Stock Companies registered under the Indian Companies Act -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.
- 07. In case of Trusts registered under the Indian Trust Act Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies Service Tax and Central Excise Registration Certificate.
- 12.0 The selected tenderer will be required to enter into a formal contract, which will be based on their tender i.e O.I.L's Standard Form of Contract.
- 13.0 The successful tenderer shall furnish a Security Deposit in the form of Demand Draft / Banker's Cheque / Cash as specified above before signing the formal contract. The Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.
- 14.0 The amount of retention money shall be released after 6 (six) months from the date of completion certificate from the concerned department.
- 15.0 The work shall have to be started within seven days from the date of work order.
- 16.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.
- 17.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

18.0 DISCOUNTS / REBATES.

- 1.1 Unconditional Discounts/ Rebates if any given in the bid or along with bid will be considered for evaluation.
- 1.2 Post bid or conditional discounts / rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract and if they have offered any discount/rebate, the contract shall be awarded after taking into consideration such discount / rebate. These provisions shall be incorporated suitably in the Bid Document
- 19.0 BACKING OUT BY BIDDER

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

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

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

21.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

CHIEF MANAGER CONTRACTS (O) For HEAD-CONTRACTS

Date: 08.11.2014

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

WORKS CONTRACT

DCO5310P15

DESCRIPTION OF WORK/SERVICE:-

CARRYING OUT MISCELLANEOUS JOBS UNDER PRODUCTION PROJECTS DEPARTMENT, SUPPLY OF TRAILERS, WELDING, CUTTING MACHINES, SKILLED & UNSKILLED TRANSPORTATION OF PIPE & OTHER MATERIALS ETC. WITHIN A ROAD DISTANCE OF 100 KM FROM DULIAJAN GROUTING OF M. S. POST, FITTING, FIXING OF FENCE, COATING, WRAPPING PAINTING &LETTER WRITING, EARTH FILLING TO PROPER COMPACTNESS ETC.

GENERAL CONDITIONS OF CONTRACT(GCC)

MEMORANDUM OI	F AGREEMENT made thi	sday of_		Between OIL
	Company incorporated und			
Duliajan in the Dist	trict of Dibrugarh, Assam (hereinafter called (Company) of the o	ne part and Shri/Smti
	and Shri/Smti_		carrying on	business as partners
/proprietor under t	the firm name and st	yle of M/s	with	the main Office
at	in the District of	·	aforesaid	(hereinafter called
'Contractor') on the o	other part.			
WITNESSETH :				
part-II of this Contra General Specificatio	ractor hereby agrees to ca act in accordance with the ons read in conjunction with contract utilizing any mater	1968 General Conditinal any drawings and I	ons of Contract of Particular Specification	Oil India Limited and s & instructions which
,	ntract all words and express 3 General Conditions of Cor		<u> </u>	. , ,

- fully conversant with before entering into this Contract.
- c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.
- 2. The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.
- 3. The Company's Engineer shall have power to:
- a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not upto the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

- b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.
- c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.
- d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.
- e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed. The rates to be applied for such Deviation Order shall be the same for those appearing in Company's Schedule of Rate in force on the date of issue of such Deviation Order, to which the contractor has no objection.
- 4. The Contractor shall have no claim aginst the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.
- 5. The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract upto the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.
- 6. The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:
 - i) The Mines Act.
 - ii) The Minimum Wages Act, 1948.
 - iii) The Workman's Compensation Act, 1923.
 - iv) The Payment of wages Act, 1963.
 - v) The Payment of Bonus Act, 1965.
 - vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
 - vii) Employees Pension Scheme. 1995.
 - viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
 - ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
 - x) AGST Act.
 - xi) Service Tax Act.

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

- 7. The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.
- 8. The duration of the contract shall be 104 weeks from the commencement date mentioned in the work order. The contractor must complete the work within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c.) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning

and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

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

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

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

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

10.	The	tendered	l all-ind	clusive	Price	(i.e.	the	Contra	ct pi	rice)	is	Rs.					
(Rup	ees_																only.)
but i	the C	ompany s	shall pa	y the C	Contract	or on	ly for	actual	work	done	at	the	all inclusive	rates	set	down	in the
Sche	edule	of work p	art II of	this Co	ontract.												

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

- 11. The contractor employing 20 (twenty) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.
- 12. Wages shall be paid by the Contractor to the workmen directly without any intervention of any Jamadars or Thekaders and that the Contractor shall ensure that no amount by way of commission or otherwise be deducted/ recovered by the Jamadar from the wages of the workmen.
- 13. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalised.
- 14. The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflamable materials within any company's fenced area.
- 15. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.
- 16. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities 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.
- 17. The Contractor shall deploy local persons in all works.
- 18. The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.
- 19. The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act. (latest editions).
- 20. Special Conditions

- a) The amount of retention money shall be released after 6(six) months from the date of issue of completion certificate from concerned department.
- b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.
- c) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

21. ARBITRATION:

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

Place of Arbitration: DULIAJAN.

22. FORCE MAJEURE:

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

23. I.B. VERIFICATION REPORT AND SECURITY REVIEW:

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

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

25. SET OFF CLAUSE:-

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

26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

- 27.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION AND/ OR COMPLETION OF WORKS AND SERVICES
- 27.1 In normal case of works /service contracts, liquidated damages will be applicable @ 0.5% of the contract value per week or part thereof, for delay in contract mobilization /completion date subject to a maximum ceiling of 7.5% of contract value.

IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above :-SIGNED & DELIVERED FOR AND ON BEHALF OF (Signature of Contractor or his legal Attorney) ----- by the hand (Full Name of Signatory) of ----its Partner/Legal Attorney (Seal of Contractor's Firm) And in presence of (Signature of witness) Date : _____ (Full Name of Signatory) Address: (Signature of Acceptor) SIGNED & DELIVERED FOR & ON BEHALF OF OIL INDIA LIMITED Designation _____ Date _____

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

ASSAM, PIN: 786602

WORKS CONTRACT

Tender No. DCO5310P15

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

Service Line No.	Description of Work	Unit in Words	Quantity	Rate per Unit (Figures & Words)	Amount
10	Supply of Gang consisting of one (1) Fitter and six (6) Labours / Helpers for carrying out miscellaneous works as per direction of Company's representative as & when required. The supplied persons should be of sound health and well conversant with works of oil / gas field operations for efficient discharge of assigned tasks. They should not have any criminal background. NOTE: a) A minimum of 24 Hrs. time will be given to the contractor concerned for supply of the required manpower. The Gang shall report at Production Project Office / designated site as intimated on the specified date and time. b) Payment for supply of Gang will be made on the basis of the actual number of persons supplied per gang per day. c) For certain jobs where service of the Fitter is not required, two (2) Helpers / Labours will be considered equivalent to the	Per Day of 8	Hrs. 150.000		

Fitter.

d) Normally working hrs. will be calculated from the time of reporting at Production Project Office / site till the time they are released from the site.

e) Capability of the persons supplied and their suitability for works will be decided by the Company's representative.

Providing a good quality

20

30

TRUCK having Towing Hook as

and when required with Driver & four (4) helpers for carrying miscellaneous materials to different sites. The truck will report at Production Project Office /

designated site as intimated as and when required. All expenses towards

fuel, lube oil and other overheads etc. for operation

of the truck will be arranged by the contractor. A minimum of 24 hrs. time will be given to the contractor concerned

for supply of the truck Description same as Item 20

above but, but running charge of the Truck for to and fro movement.

40 Providing welding /

fabrication service of various types, like welding of pipes/posts/plates, fabrication of fittings etc as per direction of

company engineer as and when

required. All materials, equipments and

manpower required for the job like Welding & Cutting set

with all

accessories, welding rod, consumables etc. with one (1)

qualified Welder

and one (1) Helper will be arranged and provided by the

contractor.

Per Day of 8 Hrs. 50.000

Per Km per Vehicle3,000.000

Centimeter 6,000.000

Welding & Cutting set must be in good running condition and must be suitable for transportation to any site within 100 km from Duliajan. All expenses towards fuel, consumables, welding electrodes and other overheads will be borne by the contractor. The job will be quantified in linear length of welding done and will be measured in inches of welding

NOTE:

a) The Welder and the Helper must be well conversant in fabrication and installation of plant piping. Prior approval will be required from Company's representative for deployment of the welder.

- b) The cable / hoses etc. to be used must be of sufficient lengths (100 m approx.) in order to have safe operations.
- c) For specialized jobs, company may ask for API grade welders.
- d) Welding rods and other consumable used must be of good quality which will be approved by Company's representative prior to use.
- e) The contractor should provide safety gears to welder & helper & should follow all safety Rules while carrying out welding jobs.

50

Transportation of screwed / bevel ended pipes of various sizes (from 25 mm to 400 mm), in a Truck / Pipe Trailer including loading & un-loading of the pipes at designated places. All expenses towards fuel,

consumables and other overheads will be borne by the contractor.

Ton-Kilometre 10,000.000

Company Contractor 3

Average length of pipe = Maximum 12 M. 60 Square meter 15,000.000 Jungle / grass cutting including removal of small bushes, creepers and other debris at different locations in the fields as per instruction of the Company Engineer. The jungles, shrubs etc. after cutting shall be removed to a garbage dumping area to make the cutting place clear. 70 Removal / picking of crude or Kilo Ltr at tank temperature 100.000 crude waste or wax deposits from crude oil storage tanks or any other site in the fields. The crude / wax deposits thus removed shall be put in 200 ltrs. Drums and transported by truck (to be arranged by the contractor) to the Central Tank Farm within the Industrial Area at Duliajan. Note: a) Empty 200 Ltrs. Drums will be provided by the Company. Contractor has to collect the empty drums from Central Tank Farm Duliajan and transport the same to the worksite after obtaining necessary instructions and documents from Company Engineers 80 Recovery of pipes from Meter 1,000.000 various locations in the field (both over ground and under ground) by unscrewing / hacksaw cutting. The recovered pipes are to be stacked properly in a suitable area nearby as directed by Company Engineer for subsequent transportation to other locations. Size of pipe - 6" (150 mm) & 8" (200 mm) 90 Description same as Item 80 Meter 1,000.000

above but Size of pipe - 4"

100	(100 mm NB) Description same as Item 80 above but Size of pipe - 2" &	Meter	1,000.000
110	below (50 mm NB & below) Recovery of valves, controllers, pipe fittings	Number	150.000
	like nipples, swages, flanges, tees, bends, plugs etc. from various locations in the field.		
	The recovered items are to be cleaned and kept properly at a nearby		
	place as per instructions of the Company Engineers for subsequent		
	transportation to other locations. Size: 6" / 8" (150 mm / 200		
120	mm NB) Description same as Item 110 above but Size : 4" (100 mm	Number	300.000
130	NB) Description same as Item 110 above but Size : 2" NB and below(50 mm NB	Number	300.000
140	and below) Erection and fixing with existing posts, barbed wire /	Meter	1,500.000
	zingle wire fencing at different locations at directed by		
	company engineer. The fencing will be supplied by the company. Materials for		
	fixing the fencing with the posts including transportation of		
	all materials, labour etc. will be arranged by the contractor. Height of the		
150	fencing should be 8 ft (maximum) Supply of Earth including	Cubic meter	500.000
150	spreading, leveling, ramming at various locations as per directive of	Cubic meter	300.000
	Company Engineer. All associated costs towards this will be borne by		
160	the contractor Supply of Sand including	Cubic meter	100.000
	spreading, leveling, ramming at various		

170	locations as per directive of Company Engineer. All associated costs towards this will be borne by the contractor Supply of Broken bricks including spreading, leveling, ramming at various locations as per directive of Company Engineer. All associated	Cubic meter	100.000
180	costs towards this will be borne by the contractor Supply of Pebbles up to 40 mm size including spreading, leveling, ramming at various locations as per directive of Company Engineer. All associated costs towards this will be borne by the	Cubic meter	100.000
190	contractor Construction of floor with brick soling and 50 mm thick c.c. (1:3:6) at different places as directed by the Company. Before brick soling the earth will be consolidated by proper ramming. All materials required will be supplied by the	Square meter	200.000
200	contractor. Complete cleaning / scrapping of ground surface from crude oil / lub oil / condensate / wax etc. manually & then spreading a layer of sand over it. Sand, labour, transport etc. will be arranged by the Contractor.	Square meter	400.000
210	Insulation of fired vessels, pipelines etc. with fiber glass wool and chicken wire mesh followed by aluminum jacket made of 24 gauge aluminum sheet as per directive of company engineer. All materials required for the job including skilled labour, transportation etc. will be arranged by the contractor.	Square meter	250.000

220	Grouting of M.S. Posts up to 200 mm diameter by cement concrete work in proportion 1:3:6 for different purposes like fencing post, guard post etc. All materials required for the job including skilled labour, transportation, shuttering	Number	100.000
230	etc. will be arranged by the contractor Coating Wrapping work on pipelines of size ranging from 50 mm to 400 mm diameter as per applicable procedure / norms and as directed by the company engineer. The coating job shall confirm to the code AWWA C-203	Square meter	200.000
240	(latest Edition). The coating work shall be tested by Holiday Detector by Company's personnel assisted by the contractor during testing job. All coating wrapping material like primer, inner wrap, outer wrap will be supplied by the company and contractor shall take the delivery at Company's godown and transport it to the destination. All other infrastructures required for the job will be arranged by the contractor. Painting - Thorough cleaning and painting the external surface of various items like pipes, valves, fencings, posts etc. as per direction of company engineer. the above tanks including shell, roof All paint, primers, painting materials etc. will have to be supplied by the contractor and should be duly approved by the company's engineers prior to applying. After putting	Square meter	500.000

one thick coat of red oxide paint, two coats of aluminum / enamel paint, will have to be applied. The painting surfaces shall be adequately cleaned and there shall be no rust / scale left over the plates. Painting shall only be done after recommendation of the cleaning job by the company's engineer. 250 Number 300.000 Arrow marking on piping and letter writing on vessels, tanks, signboards, piping, shed etc as per direction of the company's engineer. Writing will be in English, Assamese and Hindi as per the instruction with approved paints. All materials including paint, paint brush etc. for the job will be arranged by the contractor. Letter / arrow size - From 300mm to 450 mm 260 Description same as Item 250 Number 300.000 above but Letter / arrow size - From 150 mm to 299 mm 270 Description same as Item 250 Number 300.000 above but Letter / arrow size From 75 mm to 149 mm 280 Description same as Item 250 Number 300.000 above but Letter / arrow size - Below 75mm 290 STRINGING, ALIGNING, Ream 5,500.000 MINOR END REPAIRING, SWABBING AND CLEANING OF INSIDE OF THE PIPES - Manual stringing and aligning for screwing / welding the following sizes of screwed I bevel end pipes on ground / above ground / elevated position. Sufficient precautions to be taken while stringing the pipes to protect the welded

/ screwed ends. In case any defect is observed, the contractor should repair the same free of cost. Contractor must use the end while loading, unloading, transportation, stringing and aligning the pipes. Dragging and skidding of pipes shall not be permitted and unchecked rolling of pipes from truck-trailer should not occur. After pipe stringing every length must be inspected for dents, grooving, gauging and damage of the pipe ends. Each joint of pipe shall be swabbed and cleaned with a leather or canvass belt disc of the proper diameter and sufficient length to remove dirt, mill scale and other foreign substancesimmediately before joining up. Any obstruction remaining in the pipe after the completion of line shall be removed at the expense of the Contractor. The open ends of the pipe shall be securely closed by bolt-on metal night caps at the end of each day work and shall not be opened until the work is resumed. Minor Repairing of pipe ends, which will be a part of alignment of joints during the welding operations are also scope of the contractor. The size of the pipe within the scope of this item ranges from 250mmNB to 50mmNB for screwed / bevel

Joint

30.000

300 WELDING OF PIPES &
FITTING- Welding of pipe
joints of different thickness
including other

forged butt welding fittings like bends, flanges, Tees, Reducers, Bull Plugs, Expanders etc. to make a continuous piping network. contractor shall supply the entire machine / equipment / manpower and consumables like electrodes, grinding discs wooden skids as necessary for the entire job. The entire operation shall be carried out under constant supervision of the Third party inspection / Company's representative. The welding shall not be done when the Third party inspection / Company's representative decides that the weather condition is unfavourable. The contractor shall have to provide canopy during mild drizzle for the welding. The welded joints shall be subjected to approximately 10% selective or random radiography. The defective joints shall be repaired and radio graphed at contractor's cost. Welding shall be done in accordance with the API Standard for field welding of pipelines, API Standard No.1104 /1108(latest edition). Welds shall be made by the manual shielded electric arc process and shall be done in such a manner as to produce welds as stronger as or stronger than the pipe itself. The type of electrodes to be used shall be as follows: Stringer, 'Root' or First PASS-3.2 mm dia. Cellolusic electrode conforming to E6010, 'Hot' or second pass-4mm dia

conforming to E7010. Filler and subsequent passes-4 mm dia. Cellolustic electrode conforming to E7010. The electrode should be preferably of reputed make such as Lincon / Esab / Phillips make. The number of passes will vary depending upon wall thickness of the pipe. The stringer bead must approach full and complete penetration throughout the periphery of the weld and preferably build up a small reinforcement at the root. Weld projection inside the pipe shall not exceed 3mm. The 'Hot-pass' or second bead shall be run completely around the pipe immediately after stringer bead has been run and cleaned and before the ioint and the adjacent pipe has cooled below 940 C. Power tools from each bead for visual inspection shall remove all slag and scale immediately after each bead is run. Welding shall be continuous and uninterrupted during a pass. While the welding is in progress care should be taken to avoid any kind of movement of the components, shocks, vibrations and stresses to prevent occurrence of weld.

cellolusic electrode

	PIPE SIZE 250 MM		
310	SAME AS ITEM 300 BUT PIPE	Joint	50.000
	SIZE 200MM		
320	SAME AS ITEM 300 BUT PIPE	Joint	100.000
	SIZE 150MM		
330	SAME AS ITEM 300 BUT PIPE	Joint	150.000
	SIZE 100MM		
340	SAME AS ITEM 300 BUT PIPE	Joint	50.000
	SIZE 75MM		
350	SAME AS ITEM 300 BUT PIPE	Joint	150.000
	SIZE 50MM		
	· ······		

Contractor 11 Company

360	INSTALLATION OF FLANGED TYPE CONTROLLERS / GATE / BALL / PLUG / GLOBE / CHECK VALVE - Handling , aligning and Installation of flanged valves like Control / gate / Check / Plug / Ball etc. of the following sizes with already existing flanges on piping network laid on ground / above ground / under ground at all elevation where ever required with proper gaskets, nuts& bolts in both sides as per the instruction of site engineer. No tension on lines on either side of the valves will be allowed.	Number	5.000
370	Size: 250 MM NB Dia SAME AS ITEM NO 360 BUT 200MM NB Dia	Number	10.000
380	SAME AS ITEM NO 360 BUT 150 MM NB Dia	Number	20.000
390	SAME AS ITEM 360 BUT 100MM NB Dia	Number	50.000
400	SAME AS ITEM 360 BUT 50MM NB Dia	Number	50.000
410	HOOKING UP OF TWO WELDED FLANGES WITH NUTS, BOLTS AND GASKETS - Hooking up of companion weld neck type flanges on pipeline above ground/underground/ overhead as required complete with gasket, studs and nuts (supplied by Company) as per directive of the company's engineer/representative after proper alignment and with out any strain on the line. All the above jobs to be carried out as per directive and satisfaction of the company representative 250 MM NB DIA	Number	10.000
420	SAME AS ITEM 410 BUT 200MM DIA	Number	20.000

430	SAME AS ITEM 410 BUT 150MM DIA	Number	40.000
440	SAME AS ITEM 410 BUT 100MM DIA	Number	100.000
450	SAME AS ITEM 410 BUT 75MM DIA	Number	20.000
460	SAME AS ITEM 410 BUT 50MM DIA	Number	100.000
470	LAYING OF S&C PIPELINES Handling, aligning, swabbing / purging, screwing and laying of screwed pipelines on aboveground / overhead / at all elevations including aligning the pipelines to correct level, plumb for proper connection to the various equipment like pressure, vessels, tanks, pumps, manifold, indirect heaters, meter runs etc. as per instruction of Company Representative. Before screwing, thread should be cleaned with brush and thread dope to be applied. Laying of lines will also include fixing of various online pipe fittings such as nipples, bend, elbow, flange, tee etc. as necessary. Also threaded nipples (NPT) which might be required for completion of the pipe length are required to be made by the contractor as per site requirement.		1,500.000
480	Size of the S&C pipes - 100/75/50 MM NB DIA INSTALLATION OF SCREW TYPE VALVES 100 MM	Number	20.000
	INSTALLATION OF SCREWE GATE / BALL / PLUG / GLOBE CHECK VALVE - Handling , aligning and Installation of screwed type valves like gate/Check/Plug/Ball etc. of the following sizes with the screwed piping network laid on ground / above ground / under ground		

20.000

15.000

at all elevation where ever required with proper cleaning of thread in both ends including application of thread dope as per the instruction of site engineer. No tension on lines on either side of the valves will be allowed. SAME AS 480 Above but size Number 75/50 MM SAME AS 480 Above but size25 Number mm and below **FABRICATION OF WELDED** Centimeter 2,000.000 MITRE BEND, STANDARD BEVEL ENDED TEE / REDUCER / BULL PLUG - Fabrication of welded mitre bend. standard bevel ended Tee/Reducer/Bull plug (orange peel) as per ANSI B31.4 / ANSI B31.8 and API 1104/1108.For the mitre bend to obtain gradual and smooth curvature which shall have at least 4 nos. (for 100mmNB to 150mm NB) and 5 nos. (for 200mmNB to 250mm NB) of weld joints between the straight portion of the bend.

490

500

510

fabrication of reducer and bull plug there should be at least 6(for 100mmNB to 150mm NB)and 8(for 200mmNB to 250mm NB) cutting, beveling and welding on the circumference of the pipe. All the fabricated fitting are subjected to radiography. Any repair if necessary shall be done by

While fabrication of Tee, the 3 ends of straight portion should be minimum 300mm with bevel ends from the saddle. Fabrication of tee also includes welding of saddle (with tell tale hole), stiffener, guide bar etc.

With respect to

the contractor at his own cost. The job will be quantified as per unit length of welding measured in centimeter.

Total Amount(Rs):

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

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

WORKS CONTRACT

Special Conditions of Contract(SCC)

Tender No.: DCO5310P15

- **1.0** All tools and equipment and transport for carrying out the job under the contract will be arranged by the Contractor.
- **2.0** Electricity, water for Contractor's men, accommodation etc. will not be provided by the company.
- **3.0** No responsibility for security of equipment / loose materials / fittings etc. will be borne by OIL. Security for the Company's material once supplied to the contractor will be his responsibility till these are handed over again to the company after completion of the job.
- **4.0** Any material found defective shall have to be replaced by the contractor free of cost.
- **5.0** All safety measures are to be taken and followed strictly as per Company's rule and as per OIL Mines Regulation, 1984. Contractor must provide safety appliances, protective gears to his people during work.
- **6.0** No transport for transfer of contractor's men and materials will be provided to the contractor by the company. Works will be carried out at different sites up to 100 km (one hundred) distance from Duliajan Industrial Area.
- **7.0** Before starting the job, the contractor will have to submit the list of competent skilled persons with valid certificate, who will carry out the job as per specification. If company desires, the competent persons of the contractor will have to pass necessary tests conducted by the company.
- **8.0** As per urgency / requirement, the contractor must be able to provide services on Sundays and Holidays and round the clock after normal working hours.
- **9.0** All statutory taxes levied by the Central & State Government or any other competent authority from time to time will be borne by the contractor and the amount of the contract must be inclusive of all the tax liabilities excluding Service Tax.
- **10.0** The jobs under this contract are not of continuous nature and therefore will be carried out at different sites as & when required. Quantity of items to be executed will vary from place to place and minimum quantity at any place may be 1(one) unit of a particular item only.
- **11.0** The contractor must go through each item carefully, understand the job involvement & quote his rate reasonably. Tender with unrealistic rates are likely to be rejected. In case of doubt, the contractor must get clarification regarding any item before submission of tender.

12.0 FORCE MAJEURE:

12.1 Notwithstanding any thing herein to the contrary, Contractor shall not be liable for forfeiture of its performance security, payment of penalties or termination or default, if and to the extent that, its delay in performance or other failure to perform its obligation under the contract is the result of an event of Force Majeure.

12.2 For purpose of this clause, "Force Majeure" means an event beyond the control of contractor and not involving contractor's fault or negligence. Such events include, but are not restricted to, acts of Company either in its sovereign or contractual capacity, wars or revolutions, blockade, fires, floods, epidemics, quarantine restrictions and freight embargoes.

12.3 If a Force Majeure situation arises, contractor shall promptly notify company in writing of such condition and the cause there of. Unless otherwise directed by company in writing contractor shall continue to perform its obligations under the contract as far as reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

13.0 TERMINATION:

- 13.1 Company, may, without prejudice to any other remedy for breach of contract, by written notice of default sent to contractor, terminate the contract in whole or in part if contractor fails to perform any of its obligations under the contractor and if contractor does not cure its failure within a period of 30 days (or such longer period as the company may authorize in writing) after receipt of the default notice from company.
- 13.2 In the event Company terminates the Contract in whole or in part. company may procure upon such terms and in such manner as it deems appropriate materials, equipment and services required to complete the work, and contractor shall be liable for any excess costs incurred by company. However, contractor shall continue performance of the contract to the extent not terminated.
- 13.3 Company may at any time terminate the contract by giving written notice to contractor without compensating contractor, if contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any tight of action or remedy which has occurred or will occur thereafter to Company.
- 13.4 Company may at its own volition without assigning any reasons whatsoever by written notice sent to Contractor, terminate the contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for Company's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes elective, which should be at least 15 days after the date of the notice of termination. If Company exercises this right, it shall pay Contractor in accordance with the provisions of the contract for work satisfactorily performed up to the date of termination as well as for demobilization cost, if any, substantiated by contractor to the satisfaction of company.
- 13.5 Company may also terminate the contract in case of Force Majeure conditions as specified.

14.0 ARBITRATION:

- 14.1 The Contractor and the Company shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.
- 14.2 If any dispute, difference or question shall at any time hereafter arise between the parties hereto or their respective representative or assignees in respect of the construction of these presents or concerning anything herein contained or arising out of these present or as to the rights, liabilities, or duties of the said parties hereunder, the same shall be referred to arbitration proceedings which shall be in English Language. Within 30 days of the receipt of the notice of any dispute, each party shall appoint an arbitrator of its own choice and inform the, other party.
- 14.3 The two arbitrators shall appoint an umpire before they enter upon the reference and such appointment shall be done not later than one month from the latest date of their respective appointments. If any of the parties fails to appoint arbitrators fail to agree upon the selection of an umpire within the stipulated period, the Honorable Chief Justice of the Supreme Court of India shall nominate the required arbitrator or the umpire as the case may be. The decision of the majority of the arbitrators and the umpire shall be final and binding on the parties hereto.
- 14.4 The arbitration proceedings shall be held in accordance with the procedures of the Indian Arbitration and

Conciliation Act, 1996 and the rules made there under as amended from time to time. The venue of arbitration shall be Guwahati, Assam, India.

- 14.5 The arbitrators and the umpire shall decide by whom and in what proportions the arbitrator's and umpire's fees as well as the cost incurred shall be borne.
- 14.6 The arbitrators and the umpire may, with the consent of the parties, enlarge the time from time to time, to make and publish their own / his award.
- 14.7 Judgment upon the award rendered may be entered in any court or other authority within India having Jurisdiction or application may be made to the said or other authority of a judicial acceptance of the award and order of enforcement, as the case may be.
- 14.8 The reference of any dispute in arbitration shall not affect the performance of obligation of either party to the contract if the contract is continuing and not terminated. If the contract is terminated then pending decision in respect of items disputed the provisions of Clause 13.4 hereof shall be applicable to the extent tenable under the terms and conditions of this contract.

15.0 <u>BID REJECTION CRITERIA (BRC):</u>

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

15.1 TECHNICAL -

- 15.1.1 Average annual financial turnover of the bidder(s) during the last three years ending **31st March**, **2014** should be at least **Rs.6,63,410.00** (Rupees Six Lakhs Sixty Three Thousand Four Hundred and Ten only).
- 15.1.2Bidder(s) should have experience of having successfully completed SIMILAR WORKS during last seven (7) years ending on last day of the month previous to the one in which tenders are invited with PSUs / State / Central Govt./ Organizations, which should be either of the following.
- a) One completed work of minimum value Rs.17,69,094.00 (Rupees Seventeen Lakhs Sixty Nine Thousand and Ninety Four only).

Or

b) Two completed works of minimum value Rs. 11,05,684.00 (Rupees Eleven Lakhs Five Thousand Six Hundred and Eighty Four only) each.

O

c) Three completed works of minimum value Rs. 8,84,547.00 (Rupees Eight Lakhs Eighty Four Thousand Five Hundred and Seventy Four only) each.

Note: "SIMILAR WORKS" means the following nature of jobs:

Providing skilled / semiskilled man power service including deployment of equipments like welding set, cutting set, grinding machine, testing pump, pipe carrying trailers and other transport means for carrying out various jobs like piping fabrication / erection, erection of vessels / equipment, dismantling / Coating Wrapping / Painting / Grouting of MS post / removing of piping / equipment and other job as specified in the schedule of works of the tender.

- 15.1.3 The bidder shall possess or give undertaking to possess and deploy the following as and when required.
- a) At least one (1) no. each of welding machine and cutting set along with other accessories as required to carry out the jobs assigned by the department.

- b) One (1) no. Truck and one (1) no. long bed pipe carrying trailor for transportation of pipes and other materials.
- c) Requisite tools, tackles and other accessories as necessary to carry out job as assigned by the department.
 - 15.1.4 The bidder must have P.F. code. (PF registration certificate is required as a proof)

Note 1:

- (A) For proof of Annual turnover, the following documents/photocopy (attested / self-attested) must be submitted along with the bid:
- i) A certificate issued by a practising Chartered/ Cost Accountants' Firm indicating the membership number and firm registration number, certifying the Annual Turnover and nature of business AND
 - ii) Audited Balance Sheet and Profit and Loss account.
- (B) For proof of requisite Experience, any one of the following document/ photocopy (attested / self-attested) must be submitted along with the bid:
- i) In case of Contractors executing jobs in OIL, copy of 'Certificate of Completion (COC)'/ 'Certificate of Payment (COP)'/ 'Service Entry Sheet (SES)' of jobs successfully completed during the last 7 (seven) years ending last day of the month previous to the one in which tenders are invited showing gross value of job done.

OR

- ii) Notarised Certificate issued by any other Public Sector Undertaking/ Govt. Department/ Petroleum Oil Company in their organisational letter pad during the last 7 (seven) years ending last day of the month previous to the one in which tenders are invited showing:
 - a) Brief description of work
 - b) Value of the contract
 - c) Contract period (in months).
 - d) Actual Completion period (in months)
 - e) Year of Completion
 - f) Reasons for delay, if any

15.2 COMMERCIAL -

- 15.2.1 The bids are to be submitted in single stage under composite bid system.
- 15.2.2The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.
- 15.2.3Bid security shall be furnished as a part of the Bid. The amount of bid security should be as specified. Any bid not accompanied by a proper bid security will be rejected.

Note: In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 210 days from the date of Technical bid opening i.e minimum up to **08.07.2015**.

- 15.2.4 Bids received after bid closing date and time will be rejected.
- 15.2.5 The bid documents are not transferable. Bid made by parties who have not purchased the bid document from the company will be rejected.
 - 15.2.6 Any bid received in the form of Telex/Cable/Fax/E-mail will not be accepted.
- 15.2.7 Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign on all pages, failing which the bid will be rejected.

- 15.2.8 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- 15.2.9 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 15.2.10 Bidder must accept and comply with the following clauses as given in the Tender Document in toto, failing which offer will be rejected:
 - i) Performance Guarantee Bond Clause
 - ii) Force Majeure Clause
 - iii) Tax liabilities Clause
 - iv) Arbitration Clause
 - v) Acceptance of Jurisdiction and Applicable Law
 - vi) Liquidated Damage cum Penalty clause
- 15.2.11 Bid received with validity of offer less than 180 (one hundred eighty) days from the date of Bid opening will be rejected.

16.0 BID EVALUATION CRITERIA (BEC):

- 16.1 The bids conforming to the technical specifications, terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria as well as verification of original of any or all documents/ documentary evidences pertaining to BRC, will be considered for further evaluation as per the Bid Evaluation Criteria given below -
- 16.2 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the following basis:-

Total quoted cost as per schedule of rates including all applicable statutory levies, taxes and duties but excluding Service Tax.

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

17.0 GENERAL:

- 17.1 In case bidder takes exception to any clause of bidding 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 company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BRC.
- 17.2 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 BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received or before the deadline given by the company, failing which the offer will be summarily rejected. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 17.3 If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.
- 17.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.

<u>DCO5310P15</u> SCC

17.5 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

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

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

WORKS CONTRACT

Schedule of company's Plants, Materials and Equipments

Tender No.: DCO5310P15

NOT APPLICABLE

To

HEAD-CONTRACTS
Oil India Limited
DULIAJAN

SUB:SAFETY MEASURES Tender No : DCO5310P15

Description of work/service:

CARRYING OUT MISCELLANEOUS JOBS UNDER PRODUCTION PROJECTS DEPARTMENT, SUPPLY OF TRUCKS, TRAILERS, WELDING, CUTTING MACHINES, SKILLED & UNSKILLED LABOURS, TRANSPORTATION OF PIPE & OTHER MATERIALS ETC. WITHIN A ROAD DISTANCE OF 100 KM FROM DULIAJAN GROUTING OF M. S. POST, FITTING, FIXING OF FENCE, COATING, WRAPPING PAINTING &LETTER WRITING, EARTH FILLING TO PROPER COMPACTNESS ETC.

Sir.

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

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
- b) The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following

i)	
ii)	
iii)	

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

- c) Due notice would be given for any change of personnel under item(b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations,1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.
- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.
- f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)	Yours Faithfully
Date	M/s

CONTRACTOR FOR & ON BEHALF OF