

CONTRACTS DEPARTMENT

(CIVIL TENDER: ONLY FOR OIL REGISTERED VENDOR)

SEALED Bids are invited from OIL Registered Contractors on “**one Firm/Contractor one bid**” basis for the following works:

Sl. No.	IFB No.	Description of work	Location	Time of completion	OIL Class	Bid document cost.
1	DCC1903L17	CONSTRUCTION OF BOUNDARY DEMARCATING CONCRETE DWARF WALL AROUND LOC-DGY, INCLUDING SUPPLY OF ALL MATERIALS EXCEPT CEMENT AND MS GROUTING POSTS	Location DGY Namrup	25 (Twenty five) Weeks	A, B & C	Free

2. Prescribed Bid Documents (non-transferable) are to be collected from the office of DGM-CONTRACTS (HoD), OIL INDIA LIMITED, P.O. DULIAJAN - 786602, within office working hours from **06th August, 2016 to 31st August, 2016, on application with their VENDOR CODE at free of cost.** The details of the bid documents are available at Website www.oil-india.com (for viewing only).

3. Sealed envelopes containing duly filled up and duly signed Proforma-I shall be marked at top with the above IFB Number and description of work and addressed to the DGM-Contracts (HoD), Oil India Limited, P.O. Duliajan, Dist. Dibrugarh, Assam.

4. Bids will be received upto 12.45 P.M. (IST) on **01/09/2016** at the office of the DGM-Contracts (HoD), Duliajan and opened on the same day at 1.00 P.M.(IST) at his office.

5. However, if the above mentioned closing/opening day of the tender happens to be non-working day due to Bandh/Strike or any other reason, the bids will be received and opened on the following working day at the same time except on Saturday.

6.(i) The bidder should not quote their rates for individual items. They should offer their overall rate only as a percentage of Company's internally estimated cost within the limit of at Par to +10% on the Company's internal estimated contract cost. However the bids with overall rates quoted below at par and above (+10%) of Company's internal estimate will be rejected outright. In case of identical lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lots amongst the parties offering the same lowest price for priority -1 and priority-2 bidder. The Tender shall be awarded to priority-1 bidder only but if priority-1 bidder fails to accept the LOI/found non eligible/ fails to execute the jobs, then Company reserves the right to award the same to priority-2 bidder, if approved by Company's management.

(ii) Estimated contract cost is inclusive of all overheads, Taxes, duties, levies etc. except PF & Service Tax.

(iii) If the rate (percentage) is quoted in figures as well as in words, the percentage rate quoted in words shall be considered to be correct in case of discrepancy. No overwriting shall be allowed. However, in case of any correction, same should be initialed.

7. All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender will be hosted on the OIL's website only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website to keep themselves updated..

DGM –CONTRACTS(Civil)
For RESIDENT CHIEF EXECUTIVE

Copy:-

GM(F&A)/GM(ES)/DGM-CIVIL(HoD)/DGM-MORAN } With a request to have the above Notice
DGM (EPA)/Dy.CEC(Moran)/Sr.E.C(Digboi). } displayed on the Notice Board.

DGM-Security :- Please arrange to provide Security service on 01/09/2016 from 12.30 P.M.(IST) onwards.

PROFORMA- I

Name of Work: CONSTRUCTION OF BOUNDARY DEMARCATING CONCRETE DWARF WALL AROUND LOC-DGY, INCLUDING SUPPLY OF ALL MATERIALS EXCEPT CEMENT AND MS GROUTING POSTS.

Location : Location DGY Namrup

Name of the bidder (Firm) :

Vendor Code :

Bidder's Address :
.....
.....
.....

Contact Person :

Mobile No. :

E mail ID (if any) :

I/Wehave gone through all the tender documents (i) Tender Notice / IFB (ii) GCC (iii) SCC (iv) SOQ (v) SCPME (vi) SM along with NIT uploaded in the website www.oil-india.com and agree with all the terms and conditions provided there in.

I/we on this _____ day of _____ 2016, hereby offer to execute the work described above at the rate of _____ % **above */ at par** the Company's estimated total contract cost inclusive of all overheads, Taxes, duties, levies etc. except PF & Service Tax in accordance with the Contract terms & conditions, which I/ we have fully understood.

[* Indicate one only striking out the other.

** If the rate (percentage) is quoted in figures as well as in words, the percentage rate quoted in words shall be considered to be correct in case of discrepancy.

*** If any corrections are made, same has to be signed by the concerned bidder. If the same is not signed, the bid will be rejected outright]

Note :

1.0(a) The % aggregate offered by the bidder over the Company's internal estimated contract cost shall be applicable uniformly towards all individual items.

2.0 In case of any identical situation, the L-1 bidder will be determined through draw of lots.

3.0 Offer not furnished in the above format as per instruction given above, shall summarily be rejected.

Signature of bidder

Date:

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

M/s.

SEALED Tenders on percentage rate basis are invited from Registered O.I.L. Class A, B & C Contractors for the following work.

DESCRIPTION OF WORK	LOCATION	TIME OF COMPL. (Weeks)	Estimated Contract Cost of the work (Rs)	Bid Closing/ Opening date
CONSTRUCTION OF BOUNDARY DEMARCATING CONCRETE DWARF WALL AROUND LOC- DGY, INCLUDING SUPPLY OF ALL MATERIALS EXCEPT CEMENT AND MS GROUTING POSTS.	Location DGY Namrup	25 (Twenty Five) Weeks	19,84,930.10	01.09.2016

2.0 SEALED ENVELOPES Containing the Proforma - I shall be marked at the top with the above Tender Number and description of work and addressed to the

DGM-Contracts (HoD)
OIL INDIA LIMITED
Contracts Department, Duliajan

The bid is to be submitted in original only.

3.0 Tenders will be received up to 12:45 PM (IST) on the date as mentioned above and opened on the same day at 01:00 PM (IST) at his office before any attending bidders. Tender box is placed at the office of DGM-Contracts, Duliajan.

4.0 (i) **The bidder should not quote their rates for individual items. They should offer their overall rate only as a percentage of Company's internally estimated cost within the limit of at Par to +10% on the Company's internal estimated contract cost. However the bids with overall rates quoted below at par and above (+10%) of Company's internal estimate will be rejected outright.** In case of identical lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lots amongst the parties offering the same lowest price for priority -1 and priority-2 bidder. The Tender shall be awarded to priority-1 bidder only but if priority-1 bidder fails to accept the LOI/found non eligible/ fails to execute the jobs, then Company reserves the right to award the same to priority-2 bidder, if approved by Company's management.

(ii) Estimated contract cost is inclusive of all overheads, Taxes, duties, levies etc. except PF & Service Tax.

(iii) If the rate (percentage) is quoted in figures as well as in words, the percentage rate quoted in words shall be considered to be correct in case of discrepancy. No overwriting shall be allowed. However, in case of any correction, same should be initialed.

5.0 Before tendering, the bidder is advised to inspect the works with permission from DGM (Civil) or his representative, to assess the nature and extent of and the conditions under which it will be carried out. Though effort will be made to allot the works at the specified location, Company reserves the right to allot the works in any other location.

6.0 The Company reserves the right of rejecting or accepting any or all bids without assigning any reason.

7.0 No bidder must withdraw the bid after its public opening. Any such withdrawal will make the bidder liable to forfeit his Earnest Money in full and be debarred from further tendering at the sole discretion of the Company and the period of debarment shall be as per Company's prevailing banning policy.

8.0 The bid must be valid for 90 (Ninety) days from the date of opening of the tender.

9.0 Conditional bids are liable for rejection at the sole discretion of the Company.

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

11.0 The selected bidder will be required to enter into formal contract, which will be based on his bid on the OIL Standard Form of Contract.

12.0 The successful bidders, including OIL registered Contractors must furnish a Security Deposit @ 2.50% of the Contract price in form of Bank Draft/ Banker's Cheque/ Bank Guarantee in favour of M/s Oil India Ltd., DULIAJAN, payable at DULIAJAN, before signing the formal contract. The Security Deposit will be refunded to the contractor after satisfactory completion of the work, but part or whole of which shall be used by the Company in realization of liquidated damage or claims, if any, or for adjustment of compensation/ loss due to Company for any reason. This Security Money shall not earn any interest.

13.0 Bids can be dropped in the tender box placed at the Office of the DGM-Contracts or can be sent by registered post addressed to

DGM-Contracts (HoD)
OIL INDIA LIMITED
Contracts Department, Duliajan

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

14.0 Price shall be firm throughout the whole contract period.

15.0 The Contractor will be required to allow OIL officials to inspect the works and documents in respect of the workers' payment.

16.0 Debarred contractors are not eligible for bidding during the time of debarment.

17.0 BACKING OUT BY BIDDER: In case bidder withdraws its bid within the bid validity period, Bid Security will be forfeited and the party will be debarred as per the "Guidelines for Banning business Dealings".

18.0 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 the party will be debarred as per the "Guidelines for Banning business Dealings".

19.0 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

DCC1903L17

Security shall be forfeited and the party will be debarred as per the "Guidelines for Banning business Dealings".

20.0 As per the Service Tax Act, the bidders/contractors are required to furnish Service Tax invoices containing the requisite details as shown in the Proforma of Tax Invoice. The Contractors must ensure submission of monthly Service Tax Invoice and Service Tax (if applicable) shall be reimbursed to them. In the absence of Service Tax invoices, Service Tax will not be reimbursed and the consequences of the same shall entirely rest upon the Contractors.

(A.DAS)
DGM-CONTRACTS (Civil)

Copy:

| With a request to have
| the above Notice displayed
| on their Notice Board

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

WORKS CONTRACT

DCC1903L17

DESCRIPTION OF WORK/ SERVICE:-

CONSTRUCTION OF BOUNDARY DEMARCATING CONCRETE DWARF WALL AROUND
LOC-DGY, INCLUDING SUPPLY OF ALL MATERIALS EXCEPT CEMENT AND MS GROUTING
POSTS. (REF:-BUDGET APPROVAL VIDE LETTER NO PLN/1-2/25-150
DATED-11.04.2016. REF:-HEAD(CIV).3/60-0520/2016, DATED-31.03.2016.)

GENERAL CONDITIONS OF CONTRACT(GCC)

MEMORANDUM OF AGREEMENT made this _____ day of _____
Between OIL INDIA LIMITED a Company incorporated under the Companies Act 1956 and having its
Registered Office at Duliajan in the District of Dibrugarh, Assam (hereinafter called Company) of the
one _____ part _____ and Shri/Smti _____ and
Shri/Smti _____ carrying on business as partners/proprietor under the firm
name and style of M/s. _____ with the main Office at _____ in
the District of _____ aforesaid (hereinafter called 'Contractor') on the other
part.

WITNESSETH:

1.a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms
part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited
and General Specifications read in conjunction with any drawings and Particular Specifications &
instructions which forms Part-III of the contract utilizing any materials/services as offered by the
Company as per Part-IV of the contract at _____.

b) In this Contract all words and expressions shall have the same meaning as are respectively assigned
to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has
perused and is fully conversant with before entering into this Contract.

c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the
event of anything herein contained being inconsistent with any term or terms of the 1968 General
Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of
Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

2.i) 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.

ii) Contractor shall have to produce necessary cash memos towards forest produce used against the
contract to DGM(Civil) used against this contract from the authorities prior to processing of final payment.
In absence of cash memos, the final bill shall not be processed.

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

Demolished or rectified by any other means at the Contractor's expenses. arrange for any such work to be

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

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

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

4. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. During the actual execution of the contract, if any, additional items (deviated items) are required, which are not covered in the tender, payments of such items shall be made at the current OIL schedule of rates. In case of positive variation in quantity of any item from the quantity mentioned in the schedule of work during the actual execution of work, the Contractor will have to carryout the positive varied quantity at the contract rate, or Internally estimated rate, whichever is lower.

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 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) VAT Act.
- xi) Service Tax Act, if applicable.

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 Contractor must complete the work within 25 weeks of the written order to commence work. 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 utilization 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 DGM(Civil)'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 neighborhood.

10. The tendered all-inclusive Price (i.e. the Contract price) is Rs. _____
(Rupees _____ only.) but the Company shall pay the Contractor only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

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

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

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

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

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

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

16. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities. However, any subsequent increase in such statutory taxes after bid opening day will be borne by the Company. Similarly if there is any decrease in such statutory taxes after bid opening, the Company shall recover the decreased amount of such taxes from the contractor.

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 12% P.F. Contribution on wage component.

d) In case P.F. is not included in the contract cost and later on required to be deposited by the Contractor, the same will be reimbursed on production of documentary evidence of depositing the same to the authority concerned. 12% P.F. will be applicable on the wage component of the contract cost.

Based on contractor's declaration regarding P.F. & Wage component in last page of part-II, the same will be incorporated in the contract.

e) All safety precautions to be maintained by the Contractor at his own cost as per safety rules and regulations.

f) The Contractor shall use pump if needed for dewatering of pit while excavation for which no extra payment will be made.

g) The Contractor shall have to work during rainy seasons also.

h) Watch and ward, loss or damage to Company's property, theft and other incidental charges shall be Contractor's responsibility.

i) Efficient workmen to be engaged by the Contractor.

j) The Contractor's representative should report to Engineer-in-charge on all working day's at 7.00 A.M. and 3.00 P.M. for instructions.

k) Materials if rejected should be removed from site within 48(forty- eight) hours of rejection, failing which the Company reserves the right to get the rejected materials removed at the risk and cost of the Contractor.

l) The Company reserves the right to get the part or whole work complete at the risk and cost of the Contractor if he fails to complete the work within the stipulated time without any valid reason. The Company's decision shall be final and binding on the Contractor.

m) The Contractor shall obtain labour clearance within 7(seven) days of signing the Contract.

n) Water that may accumulate on the site during progress of the works or in trenches and excavations from other than accepted risks shall be removed from the site to entire satisfaction of the Engineer-in-charge and at the Contractor's expense.

o) The Contractor shall be in a position to execute 2(two) locations simultaneously.

p) If required, the Contractor shall have to work in two shifts for which no extra payment will be admissible to him/them.

q) If needed water and electricity will have to be arranged by the Contractor at his own cost.

r) The Contractor and his workmen are to be strictly observed the safety precautionary rules as per Mines Act (Latest edition) while executing the work.

s) The Contractor shall have to provide temporary latrine facilities in all the entire work site for use of their workmen during progress of work.

t) The contractor himself (the signatory of the contract) must visit the site at least twice in a week as fixed for taking necessary instruction from the Engineer-in charge.

u) The program of works to be submitted in the form of Bar Chart within 3 days of receipt of work order work twice in a week for necessary technical guidance and advices from Engineer- in-charge or site-in-charge.

21. SPECIAL INSTRUCTION:

DELETED

22. ARBITRATION :

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

Place of Arbitration : DULIAJAN .

23. FORCE MAJEURE:

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

24. 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.

25. 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.

26. 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)."

27.0 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 party will be debarred as per the "Guidelines for Banning business Dealings".

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

28.1 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, Duliajan

Tender No. DCC1903L17

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

Service Line No.	Description of Works	Unit	Qty	Estimated Rates per unit (Rs)	Estimated Amount
GROUP A					
SECTION A					
Labour supervision and related transport wherever applicable					
10	Earth work in excavation of foundation of structures as per drawing and technical specification, including setting out, construction of shoring and bracing, removal of stumps and other deleterious matter, dressing of sides and bottom, backfilling the excavation earth to the extent required and utilising the remaining earth locally for road work.) for Ordinary Soil by Manual Means (Depth upto 3 m)	Cubic meter	360.000	220.55	79,398.00
20	providing of Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete. Mild steel and Medium\Tensile steel bars.	Kilogram	5,206.030	69.76	363,172.65
30	:Centring and shuttering including strutting, propping etc. and removal of form for : Foundations, footings, bases of columns, etc. for mass concrete.	Square meter	2,093.400	187.04	391,549.54
40	:Laying in position specified grade of reinforced cement concrete excluding the cost of	Cubic meter	304.920	3,512.47	1,071,022.35

Contractor

1

Company

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

Tender No. DCC1903L17

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

Service Line No.	Description of Works	Unit	Qty	Estimated Rates per unit (Rs)	Estimated Amount
50	centring, shuttering, finishing and reinforcement - All work upto plinth level : 1:2:4 (1 cement: 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) :Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete:	Kilogram	3,456.000	14.51	50,146.56
Total of SECTION ARs.					<u>1,955,289.10</u>
SECTION C					
Transport Only					
10	Carriage of material by mechanical transport including loading unloading and stacking: Cement, stone blocks, G.I., C.I., A.C. & C.C. pipes below 100 mm dia and other heavy materials : Beyond 4KM and Upto 5KM	US ton	100.000	100.36	10,036.00
20	Extra on Carriage of material by mechanical transport including loading unloading and stacking: Cement, stone blocks, G.I., C.I., A.C. & C.C. pipes below 100 mm dia and other heavy materials on every additional KM: Beyond 5KM and Upto 10KM	Tonne per Kilometre	500.000	7.35	3,675.00

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

Tender No. DCC1903I17

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

Service Line No.	Description of Works	Unit	Qty	Estimated Rates per unit (Rs)	Estimated Amount
30	Extra on Carriage of material by mechanical transport including loading unloading and stacking: Cement, stone blocks, G.I., C.I., A.C. & C.C. pipes below 100 mm dia and other heavy materials on every additional KM: Beyond 10KM and Upto 20KM	Tonne per Kilometre	1,000.000	6.05	6,050.00
40	Extra on Carriage of material by mechanical transport including loading unloading and stacking: Cement, stone blocks, G.I., C.I., A.C. & C.C. pipes below 100 mm dia and other heavy materials on every additional KM: Beyond 20KM	Tonne per Kilometre	2,000.000	4.94	9,880.00
Total of SECTION C Rs.					<u>29,641.00</u>
Total of GROUP A Rs.					<u>1,984,930.10</u>

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

Tender No. DCC1903I17

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

Service Line No.	Description of Works	Unit	Qty	Estimated Rates per unit (Rs)	Estimated Amount
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Grand total of all groups Rs. 1,984,930.10

Add PF Amount Rs. 0.000

Grand Total Contract Cost: Rs. 1,984,930.10

The Company's estimated total contract cost inclusive of all overheads, Taxes, duties, levies etc. except PF & Service Tax in accordance with the Contract terms & conditions.

OIL INDIA LIMITED
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Contracts, Duliajan

WORKS CONTRACT

Special Conditions of Contract(SCC)

Tender No.: DCC1903L17

1.0 SCOPE OF WORK: Construction of Boundary Demarcating concrete Dwarf Wall Around Loc DGY, including supply of all materials except cement and MS grouting posts which will be issued by OIL.

In general, the scope of work covers the following but not limited to:

- i. Site clearance including dismantling of old structures (if any) falling on to the site.
- ii. Earth work in excavation in all kinds of soils and in all lead & lift.
- iii. Filling with surplus excavated earth.
- iv. Filling with selected earth brought from outside at any lead, if required.
- v. Providing and laying 1:3:6 (1 cement: 3 sand: 6 graded stone-25mm nominal size) concrete in foundation bed.
- vi. Providing and laying RCC 1:2:4 (1 cement: 2 sand: 4 graded stone-18mm nominal size) proportion mix.
- vii. Providing and laying RCC of grade M20 or above with nominal mix / design mix as per drawings.
- viii. Providing formwork for CC/RCC works with plywood shuttering having thickness not less than 12 mm including all steel/timber/bamboo props and centering, propping and scaffolding etc.
- ix. Providing and laying brick work in CM 1:4 (1 cement: 4 sand) in superstructure. The strength of the bricks should be 75 class designation.
- x. Plastering works over the surfaces of brick works and CC/RCC works wherever necessary.
- xi. Providing cutting bending and placing steel reinforcements (TMT Bar & Mild steel) as per detail structural drawings.
- xii. Fabrication and erection of steel work as per the drawings.
- xiii. Painting of walls and steel works as per specifications.

2.0 SPECIAL INSTRUCTIONS/ ADDITIONAL CONDITIONS:

- i. Completion of the job in entirety is the responsibility of the contractor at their own risk and costs. No compensation either directly or indirectly be claimed by the contractor on account of any losses or difficulties arise during execution of works not attributable to the company.
- ii. The contractor must readily possess or capable of providing the following tools and plants which are required for the execution of the works.
 - a. Mixture Machine # 1 No.
 - b. Needle vibrator - 2 No.
3. Wherever necessary, welding and cutting sets with fuel & operator, welder, fitter etc shall be arranged by the Contractor at his cost at site for fabrication and erection work.
4. Quality control shall be monitored from time to time during the works execution. Various Lab / field tests as directed shall have to be performed by the contractor without any extra cost to the company. The necessity, types and frequency of such tests shall be at the discretion of the Engineer-In-Charge which he/she considered necessary based on the factors such as job nature of items, workmanship, quantum of the items etc.

5.0 SPECIAL INSTRUCTION TO THE CONTRACTOR

- i. Watch and ward, loss or damage to Company's property's' theft and other incidental charges shall be Contractor's responsibility.
- ii. Efficient workmen to be engaged by the Contractor.
- iii. The Contractor's representative should report to Engineer-in charge on all working day's at 7.30AM for day to

day instruction

- iv. Materials if rejected should be removed from site within 48(forty eight) hours of rejection, failing which the company reserves the right to get the rejected materials removed at the risk and cost of the contractor.
- v. The Company reserves the right to get the part or whole work completed through other agency at the risk and cost of the contractor if he fails to complete the work within the stipulated time without any valid reasons. The Company's decision shall be final and binding on the Contractor.
- vi. The Contractor shall obtain labour clearance within seven day's of signing the contract.
- vii. Water that may accumulate on the site during progress of the works or in trenches and excavation from site to entire the satisfaction of the Engineer-in-charge and at the Contractor's expense.
- viii. If needed water and electricity will have to be arranged by the Contractor at his own cost.
- ix. The Contractor and his workmen have to strictly observe the safety precautionary rules as per Mines Act.(Latest edition) while executing the work.
- x. Necessary traffic signal/road boards to be displayed at proper place by the Contractor at his own cost. The Contractor shall be wholly responsible for any accident arising out of non-fulfillment of this condition.
- xi. Hot and Cold permit, Gas leakage testing certificate issued by the Concerned Department to be submitted by the contractor to Engineer-in-charge.

4.0 HSE POINTS TO BE INCORPORATED IN THE CONTRACT

(i) 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.

(ii) 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 like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. 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.

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

(iv) 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 me ,machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.

(v) 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.

(vi) 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 .

(vii) 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.

(viii) 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.

(ix) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be

payable by the contractor.

(x) The contractor shall have to report all incidents to the Installation Manager / departmental representative of the concerned department of OIL.

(xi) 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.

(xii) 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.

(xiii) To arrange daily tool box meeting and regular site safety meetings and maintain records.

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

(xv) 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.

(xvi) 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.

(xvii) Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

(xviii) 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.

(xix) 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.

(xx) The contractor should prevent the frequent change of his contractual employees as far as practicable.

(xxi) The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

(xxii) 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.

Note:-

a) The security of materials issued to the contractor in connection with the work is the responsibility of the contractor, for which no extra payment will be made.

b) Company's Internal Estimate is excluding of PF component.

c) The bidder must provide the above mentioned minimum numbers of equipments in operational condition capable of providing uninterrupted services under the contract as and when required.

d) Company's Internal Estimate is inclusive of all overheads, taxes, duties, levies etc. except PF & Service Tax.

e) Defect Liability Period is 6 months beyond completion of complete works as certified by Engineer-in-charge.

6.0 Company reserves the right to debar the bidder / contractor during processing of tender and / or during continuation of the contract on commission or omission on the part of the bidder / contractor as under:

a) Has indulged in malpractices, bribery, fraud, pilferage.

b) Is bankrupt or is being dissolved or resolved to be wound up or proceedings for winding up or dissolution have been instituted.

c) Has furnished false information / statement / declaration and / or forged document / certificate.

d) Has substituted materials in lieu of materials supplied by OIL or has not returned or has short returned or has unauthorizedly disposed-off materials / documents / drawings / tools or plants or equipments supplied by OIL.

e) Has obtained official Company information or copies of documents in relation to the tender / contract by dubious methods / means.

- f) Has deliberately violated and circumvented the provisions of labour laws / regulations / rules, safety norms or other statutory requirements.
- g) Has indulged in construction and erection of defective works or supply of defective materials/services and not made good of the defects within reasonable time in spite of follow-up by Company.
- h) Has not cleared OIL's previous dues.
- i) Has committed Breach of Contract or has failed to perform a contract or has abandoned the contract.
- j) Has refused to accept LOA / LOI / Purchase Order / Signing of the Contract after accepting LOA / Work Order after the same is issued by OIL within the period of Bid validity and as per agreed terms & conditions.
- k) After bid opening, withdraws / revises its bid within the period of bid validity for no valid reasons. However, reduction of quoted rate(s) / Bid price by L1 Bidder after the bid opening date shall not constitute ground for banning.
- l) Has parted with, leaked or provided confidential / proprietary information of OIL given to the party only for its use (in discharging its obligations against an order / contract) to any third party without prior consent of OIL.
- m) Use intimidation / threatening or brings undue outside pressure on the Company or its Official(s) for acceptance of its bid or acceptance of materials supplied or performance of the job under the contract / purchase order.
- n) If the Director / Owner / Proprietor / Partner of a party is convicted by a court of law for offences involving moral turpitude in relation to its business dealings during last five years.
- o) Poor performance of the supplier / contractor /service provider in one or several contracts / supplies affecting Company's operations.
- p) Any other ground for which, in the opinion of the Company makes it undesirable to deal with the party.

OIL INDIA LIMITED
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Contracts, Duliajan

WORKS CONTRACT

Schedule of company's Plants, Materials and Equipments

Tender No.: DCC1903L17

Materials: Ordinary Portland Cement and MS pipes will be issued from OIL Material's Godown free of charge as per actual requirements in conformity with the SoQ / relevant clauses of the Contract wherever applicable.

NOTE:-

- 1) The Contractor is to arrange transport of the above materials to site of work.
- 2) Materials issued to Contractor must be under proper watch & ward at his own cost & risk so that no part is pilfered.
- 3) Company's Materials will be issued as per requirements or maximum up to the quantity as per theoretical consumption against the specific item which shall be reconciled in due course of time. All materials issued to the Contractor by the Company if subsequently found to be in excess of the actual requirement, will have to be returned by the Contractor within two weeks of completion of the work failing which the cost of all such materials will be recovered from the Contractor at double the value of materials as per company's prevailing moving price without any reference to him from any bill/ amount due to the contractor.
- 4) Empty bitumen drums and cement bags of the company's free issued materials (whenever applicable) shall be returned in good condition to the company's godown after use.
Non-return of these materials would invite financial recovery from the bills at the following rates:
 - a. Empty Cement bags @ Rs 8 /- per bag
- 5) If the materials listed above are not available, suitable substitute may be provided by the Company and Contractor shall incorporate the same in the works without extra cost.

To
DGM-CONTRACTS (HOD)
Oil India Limited
DULIAJAN

SUB:SAFETY MEASURES
Tender No : DCC1903L17

Description of work/service :

CONSTRUCTION OF BOUNDARY DEMARCATING CONCRETE DWARF WALL AROUND
LOC-DGY,INCLUDING SUPPLY OF ALL MATERIALS EXCEPT CEMENT AND MS GROUTING
POSTS.(REF:-BUDGET APPROVAL VIDE LETTER NO PLN/1-2/25-150
DATED-11.04.2016.REF:-HEAD(CIV).3/60-0520/2016,DATED-31.03.2016.)

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