

OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
P.O. DULIAJAN-786602

**Date: 02.09.2016**

**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	<b>DCC2314L17</b>	Construction of Bituminous Road connecting W # 122 by 100 mm thick Granular Sub base, 150 mm WBM, 20 mm thick Premixing with Seal Coat including supply of all materials except Bitumen. Length of Road 0.410 km.	Mohamari area	6 (Six) Weeks	<b>A,B,C</b>	Free

2. **All the tender documents are available at OIL's website [www.oil-india.com](http://www.oil-india.com). The bidders will have to download the Proforma-1, duly fill it up and sign it, and submit the same in SEALED ENVELOPES (Only Proforma -1 is to be submitted. No other document is required to be submitted by the bidders.).**

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 **29/09/2016** 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 29/09/2016 from 12.30 P.M.(IST) onwards.

**Tender No. DCC2314L17**

**PROFORMA- I**

**(Only this Proforma-1 is required to be submitted by the bidders. No other document is required.)**

**Name of Work:** Construction of Bituminous Road connecting W # 122 by 100 mm thick Granular Sub base, 150 mm WBM, 20 mm thick Premixing with Seal Coat including supply of all materials except Bitumen. Length of Road 0.410 km.

**Location :** Mohmari Area.

**Contract cost :** ₹ 15, 83,868.94

**Name of the bidder (Firm) :** .....

**OIL Registration No. :** ..... **Vendor Code:**.....

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

**Contact Person :** .....

**Mobile No.:** ..... **E mail ID :** .....

I/We ..... have 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](http://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 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 be summarily rejected.
- 4.0 If more than one bid is received from any bidder, Company reserves the right to reject all such bids. However, Company, at its discretion, may consider any one of such bids.

**Signature of bidder with seal**

**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 Bituminous Road connecting W # 122 by 100 mm thick Granular Sub base, 150 mm WBM, 20 mm thick Premixing, with Seal Coat including supply of all materials, except Bitumen. Length of Road 0.410 km	Mohmari Area	6 (Six) weeks	15, 83,868.94	29.09.2016

2.0 All the tender documents are available at OIL's website [www.oil-india.com](http://www.oil-india.com). The bidders will have to download the Proforma-1, duly fill it up and sign it, and submit the same in SEALED ENVELOPES (Only Proforma -1 is to be submitted. No other document is required to be submitted by the bidders.). The envelope 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 Proforma-1 to be submitted by the bidders (after filling up and signing the same) should be the Proforma-1 uploaded with the bid document which is signed by OIL's authorized signatory. Bid document, i.e. filled up and signed Proforma-1, submitted by the bidders not containing the signature of OIL's authorized signatory and / or submitted in any other format shall be rejected straightway.

If more than one bid is received from any bidder, Company reserves the right to reject all such bids. However, Company, at its discretion, may consider any one of such bids.

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 (HoD), 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 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

DCC2314L17

DESCRIPTION OF WORK/ SERVICE:-

Construction of Bituminous Road connecting W # 122 by 100 mm thick Granular Sub base, 150 mm WBM, 20 mm thick Premixing with Seal Coat including supply of all materials except Bitumen. Length of Road 0.410 km.

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

Contractor

1

Company

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 6 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 percentage) 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 license 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 finalized.

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. DCC2314L17

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	:Collecting / excavating sand, soil, silt, ordinary earth from any source, load into lorries, transport it to distant place of work including procuring earth and laying in layer of 150mm thickness and dry ramming, profile properly made for taking measurement, including all measurable lead upto 30m and lift as required. (The contractor shall be responsible for all formalities of supply of earth such as purchase of land including royalties, monopoly / other statutory taxes as required from any distance.)	Cubic meter	150.000	287.24	43,086.00
20	Construction of subgrade and earthen shoulders with approved material obtained from borrow pits with all lifts & leads, transporting to site, spreading, grading to required slope and compacted to meet requirement of table No. 300.2 with lead upto 1000 m as per Technical Specification Clause 303.1.( Road roller cost included)	Cubic meter	205.000	198.70	40,733.50
30	<b>CONSTRUCTION OF 100MM</b>	<b>Square meter</b>	<b>1,640.000</b>	<b>55.43</b>	<b>90,905.20</b>

Contractor

1

Company

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

Tender No. DCC2314L17

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

Service Line No.	Description of Works	Unit	Qty.	Estimated Rates per unit (Rs)	Estimated Amount
	(CONSOLIDATED) GRANULAR SUB-BASE consolidated by dry rolling to proper grade including providing well compacted berms with earth on either side 1.2m wide levelled with finished road surface, dressing sub-grade including cutting surface upto 75mm deep to required level and as per clause 401. <b>(Road roller</b> supplied by contractor).				
40	<b>CONSTRUCTION OF WATER BOUND MACADAM</b> base course 75 mm thick (Wearing course) and Surfacing Course (sealing coat) with loose hand broken metal of size 63mm and graded down to 45mm rolled dry to proper compaction, grade and camber and wet rolling after placing bindage of loamy earth and finally sealing the compacted surface with a 25mm thick layer of sand shingles (Ref. to MoRTH Spec.404) and as directed as applied over new consolidated surface. <b>(Road roller</b> supplied by contractor).	Square meter	3,280.000	66.27	217,365.60
50	Spreading gravel, pea-gravel or brick bat over sunken road surface,	Cubic meter	36.900	173.02	6,384.44

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

Service Line No.	Description of Works	Unit	Qty.	Estimated Rates per unit (Rs)	Estimated Amount
60	including carrying from a distance of 30.00m. LABOUR FOR PRE-MIX CARPETING of 20 mm thick with chips or pea-gravels and bitumen over a tack-coat after cleaning the road surface with wire brush, brush broom and fanning with gunny bag etc., heating the bitumen to proper temperature, mixing 12mm and 10mm size chips or pea gravels in the ratio 2:1 by volume, heating the aggregates suitably adding bitumen at 9.50Kg per 10 sq. m or 52Kg per cubic metre of 12mm chips or pea gravels and 5.10Kg per 10 sq. m or 56 Kg per cu. m of 10mm chips or pea gravels preferably by other mixer of approved type until the chippings or pea gravels are thoroughly coated with binder, spreading the pre-mix with rakes to the desired thickness and camber immediately after applying the tack coat over the existing bituminous surface(Tack coat will be paid seperately), checking the camber by templates, evening out irregularities and rolling the surface with a roller of	Sqm 1,640.000	39.40		64,616.00

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Service Line No.	Description of Works	Unit	Qty	Estimated Rates per unit (Rs)	Estimated Amount
70	<p>8 to 10 ton capacity, wetting the wheels of the roller to prevent premix from sticking and continuing rolling till the pre-mix is compacted. High and low spots observed are to be corrected by adding or removing pre-mix chippings or pea gravels, excess rolling to be avoided, including carriage of bitumen from Company's store or yard to the site of work, (T &amp; P&amp; Road roller by Contractor &amp; Bitumen supplied by company).i)Using other mixer of approved type on Water Bound Macadam surface.</p> <p>Applying tack coat with bitumen emulsion/bitumen at the rate of 0.20 kg per Sqm on the prepared bituminous/granular surface Cleaned..</p>	Square meter	3,280.000	5.17	16,957.60
80	<p>Providing and laying seal coat sealing the voids in a bituminous surface laid to the specified levels, grade and cross fall using Type A seal coats including supply of bitumen &amp; Road roller by Contractor of approved quality as per Specification Ref. to MoRTH Spec.as per clauses 513. (For TENDER</p>	Square meter	1,640.000	28.07	46,034.80

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

Service Line No.	Description of Works	Unit	Qty	Estimated Rates per unit (Rs)	Estimated Amount
ITEM).Excluding supply of Quarry Materials.					
				Total of SECTION A Rs.	<u>526,083.14</u>
SECTION b					
Supply of all material at site of work including all royalties and other charges being borne by the contractor					
10	Supply of approved quality granular materials from approved quarry, free from organic matter including <b>stacking</b> in measurable stacks as directed.	Cubic meter	205.000	1,227.14	251,563.70
20	Supply of <b>Hand broken</b> hard stone metal from river boulder fairly cubical in shape, free from dust/dirt disingrated pieces, organic and other foreign matters( <b>63mm to 45mm</b> graded)	<u>Cubic meter</u>	<u>328.000</u>	<u>1,928.31</u>	<u>632,485.68</u>
30	Supply of Broken stone(Boulder broken)(6mm graded down to 2mm), hard and Clean.	Cubic meter	29.520	1,601.10	47,264.47
40	Supply of Broken stone (Boulder broken 12 mm to 6 mm)	Cubic meter	29.500	2,158.97	63,689.62
50	Supply of Stone Dust.	Cubic meter	27.880	525.97	14,664.04
60	Supply of Gravel (65mm graded down to 25mm), hard, clean and free from foreign materials	Cubic meter	36.900	1,273.89	47,006.54
				Total of SECTION b Rs.	<u>1,056,674.05</u>
SECTION C					
Transport Only					
10	:Carriage of material by	US ton	5.000	112.90	564.50
Contractor			5	Company SOQ	



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

Service Line No.	Description of Works	Unit	Qty.	Estimated Rates per unit (Rs.)	Estimated Amount
20	mechanical transport including loading unloading and stacking: Tar Bitumen : Beyond 4KM and Upto 5KM :Extra on Item 1.1.13.E for Carriage of material on every additional KM: Beyond 5KM and Upto 10KM	Tonne per Kilometre	25.000	8.27	206.75
30	:Extra on Item 1.1.13.F for Carriage of material on every additional KM: Beyond 10KM and Upto 20KM	Tonne per Kilometre	50.000	6.81	340.50
Total of SECTION C Rs.					<u>1,111.75</u>
Total of GROUP ARs.					<u>1,583,868.94</u>
Grand total of all groups Rs.					<u>1,583,868.94</u>
Add PF Amount Rs.					<u>0.000</u>
Grand Total Contract Cost: Rs.					<u>1,583,868.94</u>

**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.**

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## WORKS CONTRACT

### Special Conditions of Contract(SCC)

Tender No.: DCC2314L17

#### 1.0 SCOPE OF WORK:

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

- 1.1 Road alignment, setting layouts, site clearance etc whereevr necessary.
- 1.2 Laying sub-base, Base Courses, Subgrade Preparations etc. as per specifications.
- 1.3 Laying Water Bound Macadam (WBM) in layers as per the specifications.
- 1.4 Laying Bituminous carpeting with seal coat with necessary tack coats as per the standard specifications.
- 1.5 Making , dressing levelling side berms and shoulders as instructed by the Engineer In-Charge.
- 1.6 Cross drainage system including placing Hume Pipe culverts wherever required.
- 1.7 Signage and other appurtenance as per advice of the Engineer In-Charge.

#### 2.0 SPECIAL INSTRUCTION TO THE CONTRACTOR / ADDITIONAL CONDITIONS:

- 2.1 Closure of roads during the works may not be permitted normally.
- 2.2 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.
- 2.3 The contractor must readily possess or capable of providing the following tools and plants which are required for the execution of the works.
  - i. Road Roller (8 to 10 ton): 1 No.
  - ii. Dumper / Truck: 1 no.
  - iii. Hot mix plant: 1 no.
- 2.4 Quality control shall be monitored from time to time during the works execution. Various tests at site / field may have to be performed without extra cost to the company, at the discretion of the Engineer- In-Charge.
- 2.5 Running Bills may not be processed unless substantial tangible jobs are completed, the assessment of such quantum shall rest at the discretion of the Engineer- In-Charge.

#### 3.0 ORDER OF PRECEDENCE OF DOCUMENTS

In case of difference, contradiction, discrepancy, with regard to conditions of contract, Specifications, Drawings, Bill of quantities etc. forming part of the contract, the following shall prevail in order of precedence.

- 1) Descriptions in Schedule of Quantities.
- 2) Special Condition of Contract.
- 3) Technical specifications
  - i) Drawings
  - ii) Relevant B.I.S. Codes
  - iii) Latest CPWD/ MORTH specifications
- 4) General Conditions of Contract.

#### 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, co-operate 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.

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

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

7. 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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**WORKS CONTRACT**

Schedule of company's Plants, Materials and Equipments

Tender No.: DCC2314L17

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Bitumen free of cost from Company's godown at Duliajan.

ii)Plants and Equipment: - Nil

Remarks:(a)

**NOTE:-**

1.The Contractor is to arrange transport of the above materials to site of work and for safety thereof for which no extra payment will be made.

2.If the materials listed above are not available suitable substitute will be provided by the Company and Contractor shall incorporate the same in the works without extra cost.

3.Containers must be returned to Company in good condition.

4.Plants and equipment if issued to Contractor must be under proper watch so that no part is pilfered. These must be handled only by Company's operators. Contractor shall be responsible for any loss or damage to these plants and equipment while these are under his/their custody.

5. Materials issued to Contractor must be under proper watch & ward so that no part is pilfered. If any pilferation takes place the matter will be referred to appropriate Govt. authorities for legal action as well as realization of the materials issued.

6.All other materials issue 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 without any reference to him from any bill/ amount due to the contractor.

7)Bitumen drum must be returned to Materials Godown Duliajan failing which a sum of Rs. 80/- (Rupees Eighty only) per drum will be recovered from the Contractor's bill.

8) Watch & Ward of Bitumen to be arranged by the contractor at his own cost & risk.

9)Bitumen will be issued by Company as per maximum theoretical consumption against the specific item.

10)Any excess quantity of Bitumen issued to the contractor more than theoretical consumption for the interest of the job will be deducted from contractor's bill at double the cost of latest market rate.

11)Surplus quantity of Bitumen must be returned by the contractor to the Company's stockpile at his own cost.

To  
DGM-CONTRACTS (HOD)  
Oil India Limited  
DULIAJAN

SUB:SAFETY MEASURES  
Tender No : DCC2314L17

Description of work/service :

Construction of bituminous road connecting W#122 BY 100 mm thick Granular sub base, 150 mm WBM, 20 mm thick Premixing with Seal Coat including supply of all materials except Bitumen. length of Road 0.410 km.

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