

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	DCC2328L17	MODERNIZATION/ UPGRADATION OF KITCHEN & TOILETS IN D+ SS TYPE BUNGLOWS AT DULIAJAN, INCLUDING SUPPLY OF ALL MATERIALS EXCEPT CEMENT.	DULIAJAN	36 (Thirty Six) Weeks	A,B.C	Free

2. **All the tender documents are available at OIL's website 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. The total tender value of this tender is Rs. 14,170,048.07. However, this total requirement will be split into 06 (Six) numbers of equal contracts which will be awarded to 06 (Six) numbers of bidders.

7. It has been planned to carry out the jobs of (i) Modernization / Upgradation / Tiles fitting of kitchens & toilets and (ii) outside painting of all Bungalows (DX, TDX, D, D+, TD+, DD, DZ, E and F type Bungalows) of OIL at Duliajan. A few tenders have already been floated and other few tenders will be floated for these two jobs. The job of each tender will be distributed equally among a number of contractors as mentioned in the tender document. Any contractor who is awarded one such contract will not be awarded any other contract against the tenders floated for these two jobs, until award of all the contracts for carrying out these jobs (the jobs of Modernization / Upgradation / tiles fitting and outside painting) is completed once for all the Bungalows as mentioned above. Moreover, such contractors will not be allowed to participate in any such tenders until completion of award of these contracts once for all the Bungalows. If such contractors participate in these tenders, their bids will be rejected.

8. 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. DCC2328L17

PROFORMA- I

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

Name of Work: MODERNIZATION/ UPGRADATION OF KITCHEN & TOILETS IN D+ SS TYPE BUNGLOWS AT DULIAJAN, INCLUDING SUPPLY OF ALL MATERIALS EXCEPT CEMENT.

Location : Duliajan

Contract cost : ₹ 14,170,048.07 (to be split into 6 contracts)

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 and agree with all the terms and conditions provided there in.

I / We have also noted that the total tender amount will be split into 06 (Six) equal parts and these 06 (Six) parts will be awarded to 06 (Six) different contractors. This is acceptable to me / us.

I/ We on this day of 2016, here by offer to execute the work described above at the rate "at par with Company's internal estimate" and in accordance with the contract terms and conditions, which I/we have fully understood. I / We have also understood that the rates of internal estimate and the total contract cost are inclusive of all overheads, Taxes, duties, levies etc. except PF & Service tax. Accordingly, my / our rates are also inclusive of all overheads, Taxes, duties, levies etc. except PF & Service tax.

Note:

- 1.0 Offer not furnished in the above format as per instruction given above, shall be summarily rejected.
- 2.0 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, Duliajan

M/s.
India

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
Modernization/ Upgradation of Kitchen & Toilets in D+ SS Type Bungalows at Duliajan, including supply of all materials except Cement.	Duliajan	36 (Thirty Three) Weeks	14,170,048.07 [This amount will be split into 06 (Six) equal parts and awarded to 06 (Six) bidders]	29.09.2016

2. AWARD CRITERIA:-

- a. The total tender value of this tender is Rs. 14,170,048.07. However, this total requirement will be split into 06 (Six) numbers of equal contracts which will be awarded to 06 (Six) numbers of bidders.
- b. **The rates applicable for this tender will be the rates of the Company's Internal Estimate (IE).** The bidders will not be allowed to quote their own rates. The bidders are just required to submit the Proforma – I duly filled up and duly signed by them. If any rate is quoted by the bidder, such bids will be rejected straightway.
- c. For award of 06 (Six) numbers of contracts, 06 (Six) numbers of Priority-1 bidders will be selected first through draw of lots. Then one Priority-2 and one Priority-3 bidder will be selected through draw of lots. The contracts will be awarded to the priority-1 bidders only. However, if due to any reason, priority-1 bidder of any contract fails to accept the LOI / is found non-eligible / fails to execute the work, then Company reserves the right to allot such contract to the priority-2 bidder. In case of failure on the part of Priority-2 bidder, the contract may be awarded to the Priority-3 bidder.
- d. It has been planned to carry out the jobs of (i) Modernization / Upgradation / Tiles fitting of kitchens & toilets and (ii) outside painting of all Bungalows (DX, TDX, D, D+, TD+, DD, DZ, E and F type Bungalows) of OIL at Duliajan. A few tenders have already been floated and other few tenders will be floated for these two jobs. The job of each tender will be distributed equally among a number of contractors as mentioned in the tender document. Any contractor who is awarded one such contract will not be awarded any other contract against the tenders floated for these two jobs, until award of all the contracts for carrying out these jobs (the jobs of Modernization / Upgradation / tiles fitting and outside painting) is completed once for all the Bungalows as mentioned above. Moreover, such contractors will not be allowed to participate in any such tenders until completion of award of these contracts once for all the Bungalows. If such contractors participate in these tenders, their bids will be rejected.

3.0 All the tender documents are available at OIL's website 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

3.1 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 tenders. Tender box is placed at the office of DGM-Contracts, Duliajan.

3.2 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.

3.3 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.

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

5.0 Before tendering, the bidder is advised to inspect the works with permission from Chief Engineer (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 tender 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 bid.

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, as specified above 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

DCC2328L17

DESCRIPTION OF WORK/ SERVICE:-

Modernization/ Upgradation of Kitchen & Toilets in D+ SS Type Bungalows at Duliajan, including supply of all materials except Cement.

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

of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be Demolished or rectified by any other means at the Contractor's expenses.

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

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

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

4. The Contractor shall have no claim 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 36 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 in more than one 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. DCC2328L17

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	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge. Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix).(Refer CPWD SOR 2012, Item No. 15.2.1).	Cubic meter	211.720	752.05	159,224.03
20	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead. (Refer CPWD SOR 2012, Item No. 15.56).	Square meter	9,578.320	16.81	161,011.56
30	Providing and fixing G.I. pipes complete with G.I. fittings and clamps, i/c cutting and making good the walls etc. Internal work - Exposed on wall 15 mm dia nominal bore. (Refer CPWD SOR 2012, Item No. 18.10.1)	Meter	2,010.000	181.11	364,031.10
40	Providing and fixing Ist quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle	Square meter	9,831.580	841.58	8,274,061.10

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

Tender No. DCC2328L17

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	green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete. Brand of Tiles shall be Orient, Somany, Kajaria, NITCO, Johnson or equivalent tile as approved by the engineer in charge. Size-300 X 200(Refer CPWD SOR 2012, Item No. 11.36) Providing and laying Ceramic glazed floor tiles of size 300x300 mm (thickness to be specified by the manufacturer) of 1st quality conforming to IS : 15622 of approved make in colours such as White, Ivory, Grey, Fume Red Brown, laid on 20 mm thick cement mortar 1:4 (1 Cement : 4 Coarse sand), including pointing the joints with white cement and matching pigment etc., complete. Brand of Tiles shall be Orient ,Somany,Kajaria,NITCO,	Square meter	4,846.510	779.35	3,777,127.57

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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	Johnson or equivalent tile as approved by the engineer in charge.(Refer CPWD SOR 2012, Item No. 11.37) 12 mm cement plaster of mix : 1:4 (1 cement: 4 fine sand) (Ref CPWD SOR 2012, Item No. 13.1.1)	Square meter	1,650.880	100.89	166,557.28
70	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade : Two or more coats on new work. (Refer CPWD SOR 2012, Item No. 13.61.1)	Square meter	7,691.330	60.35	464,171.77
80	Finishing with Deluxe Multi surface paint system for interiors and exteriors using Primer as per manufacturers specifications : Painting wood work with Deluxe Multi Surface Paint of required shade. Two or more coat applied @ 0.90 ltr/10 sqm over an under coat of primer applied @0.75 ltr/ 10 sqm of approved brand and manufacture. (Refer CPWD SOR 2012, Item No. 13.48.2)	Square meter	1,970.740	75.87	149,520.04
90	Finishing with Deluxe Multi surface paint system for interiors and exteriors using Primer as per manufacturers specifications : Painting Steel work with Deluxe Multi Surface Paint to give an even shade. Two or more coat	Square meter	617.610	78.90	48,729.43

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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
100	applied @ 0.90 ltr/ 10 sqm over an under coat of primer applied @ 0.80 ltr/ 10 Sqm of approved brand and manufacture (Refer CPWD SOR 2012, Item No. 13.48.3) :Repairing and renewing low down 12.50 litres capacity cistern by replacing / adjusting inside parts, run down pipe complete as directed including removing unserviceable materials without dismantling the cistern and making good to damages to the floors and walls where necessary.	Set	402.000	123.34	49,582.68
110	Providing and fixing white vitreous china water closet squatting pan (Indian type) : Orissa pattern W.C. pan of size 580x440 mm (Refer CPWD SOR 2012, Item No. 17.13.2)	each	102.000	1,385.13	141,283.26
120	Providing and fixing white vitreous china pedestal type (European type/ wash down type) water closet pan. (Refer CPWD SOR 2012, Item No. 17.15)	each	102.000	1,294.02	131,990.04
130	Providing and fixing P.V.C. low level flushing cistern with manually controlled device (handle lever) conforming to IS : 7231, with all fittings and fixtures	each	78.000	932.31	72,720.18

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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
140	complete. 10 litre capacity - White. (Refer CPWD SOR 2012, Item No. 17.18.1) Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require : White Vitreous China Wash basin size 630x450 mm with a pair of 15 mm C.P. brass pillar taps (Refer CPWD SOR 2012, Item No. 17.7.1)	each	42.000	2,071.45	87,000.90
150	White washing with lime to give an even shade : New work (three or more coats) (Refer CPWD SOR 2012, Item No. 13.37.1)	Square meter	7,171.010	13.17	94,442.20
160	Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 metres lead. For thickness of tiles 10 mm to 25 mm (Refer CPWD SOR 2012, Item No. 15.23.1)	Square meter	1,256.920	22.75	28,594.93

Total of SECTION A Rs. 14,170,048.07

Total of GROUP A Rs. 14,170,048.07

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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
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Grand total of all groups Rs. 14,170,048.07

Add PF Amount Rs. 0.000

Grand Total Contract Cost: Rs. 14,170,048.07

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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WORKS CONTRACT

Special Conditions of Contract(SCC)

Tender No.: DCC2328L17

SPECIAL CONDITION OF CONTRACT (CIVIL)

This job is to be divided equally into six (06) nos of Contracts.

ANNEXURE = A: SCOPE OF CIVIL WORK

1.00 GENERAL:

All materials used in the work shall conform to the latest revision of the relevant Indian Standard Specifications to the extent practicable. Where no such specifications exist they shall be of the best quality available in the market. Wherever ISI certified materials and products are available these alone shall be used. All materials shall be stored at site in accordance with IS-4082-1996.

2.00 STORAGE:

Materials shall be transported, handled and stored at site carefully to the approval of Engineer so as to prevent any damage of any kind to be kept at his own risk and cost.

Cement shall be stored in a weather proof shed, the floor of which shall be raised 300 mm clear from the ground and 600 mm away from the wall all round in order to protect from rain and moisture. Empty cement bag shall be returned to the Company in good condition.

3.00 CEMENT MORTAR:

- i) Must be freshly mixed: Cement mortar will only be mixed in such quantities as can be used up on the work within half an hour of mixing. Mortar which has been mixed longer or which has taken its initial set will on no account be used on the work or remixed with fresh mortar. It must be immediately removed from the site or work.
- ii) Method of mixing: The cement and sand will be mixed dry in the specified proportions, by turning over atleast three times on the mixing platform. Only sufficient water will then be added, thorough a rose of a watering can, to produce a workable mixture. The wet mortar will be thoroughly worked or mixed by repeatedly turning over, not less than three times on the mixing board.
- iii) Size of mixing platform and precaution against list : All mixing of mortar must be done on platforms of angle size and workman bringing the material to and from the platform must not be permitted to walk about on it, thereby bringing mud or dirt to the place, where the mortar is being mixed. The platform must be clean and level and all joints closed or filled so that the cement is not washed out.
- iv) Proportion of cement and sand: Where not otherwise specified, cement mortar for plaster will consist of one part of cement to two parts of sand. For mortar for brick or stone masonry work the proportion unless otherwise specified, will be one part of cement to three parts sand

4.00 PLASTER WORK

i) Preparation of surface: All putlog holes in brick work and junction between concrete and brick work shall be properly filled in advance. Joints in brick work shall be raked about 10mm and concrete surface hacked to provide grip to the plaster. Projecting burrs of mortar formed due to gaps at joints in shuttering shall be removed. The surface shall be scrubbed clean with wire brush/coil brush to remove dirt, dust etc. and the surface thoroughly washed with clean water to remove efflorescence, grease and oil etc. and shall be kept wet for a minimum of six hours before application of plaster.

ii) Proportion: The cement plaster shall be in specified proportion of cement and sand.

iii) Mixing: The cement and sand should be thoroughly mixed in dry condition. After dry mixing the materials shall be wetted with just sufficient water to bring the mortar to proper consistency of thick paste. Mortar should be used immediately after mixing and arrangements shall be made so that not more than 30 minutes elapse between the cement first coming in contact with the moisture and laying. In all exterior plaster works waterproofing compound to be added to the mortar as per the specification of the manufacturer, if not indicated in the item rate quoted should be inclusive of the same.

iv) Placing: Plaster shall be laid over the prepared surface in one coat to the specified thickness and rubbed with "PATAS" and trowel and shall be smooth, free from waviness and trowel marks.

v) Sequence of operations: For external plaster, the plastering operations shall be started from the top floor and carried downwards. For internal plaster, the plastering operations may be started wherever the building frame and cladding work are ready and the temporary supports of the ceiling resting on the wall or the floor have been removed.

vi) Curing: Each coat shall be kept damp continuously till the next coat is applied or for a minimum period of 7 days. Moistening shall commence as soon as plaster is hardened sufficiently. Soaking of walls shall be avoided and only as much water as can be readily absorbed shall be used.

5.00 WASHABLE DISTEMPER/OIL BOUND DISTEMPER/PLASTIC EMULSION PAINTING

Preparation of surfaces: The surface shall be thoroughly brushed free from dust, dirt, grease, mortar droppings and other foreign matter and sand papered smooth. Thereafter a smooth surface shall be prepared by applying putty, made of plaster of paris mixed with water on the entire surface including filling up the undulation and then sand papering the same after it is dry.

Primer coat: The primer where used as on undecorated surfaces shall be alkali resistance primer or acrylic based cement primer as specified in the item. These shall be of the same manufacture as oil bound distemper/ plastic emulsion paint. If the wall surface plaster has not dried completely alkali resistance primer shall be applied before distempering the walls. But if the distempering is done after the wall surface is dried completely, cement primer shall be applied.

Application of distemper/plastic paint coat : For undecorated surfaces, after the primer coat has dried for at least 48 hours, the surface shall be lightly sand papered to make it smooth for receiving the distemper/plastic paint taking care not to rub out the priming coat. All loose particles shall be dusted off after rubbing. Minimum two coats of distemper/plastic paint shall be applied with brushes in horizontal strokes followed immediately by vertical, which together shall constitute one coat. The subsequent coats shall be applied after a time interval of at least 24 hours between consecutive coats to permit of the proper drying of the preceding coat. For decorated surfaces, the distemper/plastic paint shall be applied in two coats or more over the prepared surface in the same manner as for undecorated surfaces.

Purchase of paint, varnish or oil: Only the best brands obtainable will be used and should the contract permit the contractor to supply any paint, oil or varnish he shall purchase only such brands as the Site Engineer shall approve of in writing. All purchases must be made direct from the manufacturers or through an agent approved of in writing by the Site Engineer. Should the Site Engineer so direct copies of all indents and receipts for purchase must be submitted for inspection. Paint etc. to be purchased in sealed containers. All paints, oil or varnishes supplied by the contractor must be produced for the inspection of the Site Engineer of the work in the manufacturers sealed and unopened containers. All containers from which the contents have been removed and are not required on the work must be destroyed and no extra payment will be granted for such destruction. Only ready mixed or varnished of the

make or brand specified will be permitted to be used exactly as received from the manufacturer without any admixture what so ever unless previously authorised, in writing, by the Site Engineer.

6.00 SYNTHETIC ENAMEL PAINT:

Preparation of surface: The surfaces before painting shall be cleaned of all rust, scale, dirt and other foreign matter sticking to it with wire brushes, steel wool in case of steel surfaces and sand papering in case of wooden surfaces. Thereafter, one coat approved primer paint will be applied on the surface. Synthetic enamel paint (Superior quality as approved) shall be applied # two or more coats to give an even shade.

7.00 CERAMIC TILE FLOORING/SKIRTING:

a) Preparing of Plinth Filling: All plinth fillings shall be properly consolidated in layers, watered, rammed and allowed to consolidate to the Site Engineer's satisfaction before any flooring is laid. When the flooring is to be laid over a foundation of sand, broken stone, brick or a combination of sand and broken stone or brick the filling shall be removed to a depth equal to the thickness of the flooring plus such foundation layers.

b) Foundations:

i) Sub-layer of sand : After the plinth filling has been prepared as detailed in specification above a sublayer of sand 300mm deep shall be laid watered and brought to an even surface.

ii) Layer of broken stone or brick : Over the sand a foundation course of bricks shall be laid and the interstices filled in with sand. The bricks shall be tightly packed and laid so as to break joint.

c) Tile floors:

i) Foundation and cement floating under tiles: Over the foundation as in (b) above 2 coats of cement plaster, 1 part of cement to 1 part of sand, prepared in a very liquid condition will be floated over it and allowed to set.

ii) Laying: After the tiles have been soaked in water for at least two hours and the cement foundation sprinkled with water, laying work may commence and shall start from the centre of the room or area to be tiled, work being continued in both directions so that borders are laid last. A layer of 20mm thick (average) cement mortar: 1:4 (1 cement: 4 sand) (unless otherwise specified) shall be provided as bedding for the tiles. Each tile will be laid in and drawn up in neat cement of honey like consistency at 4.40 Kg of cement per sqm, care being taken to exclude air bubbles. Threads shall be stretched cross the surface, at intervals, parallel to the short sides of the area to be tiled to serve as guide lines. Each tile being gently tapped with a wooden mallet till it is properly bedded. The joints shall be grouted with white cement and matching pigment complete. The surface of the flooring shall be checked frequently with a straight edge so as to obtain a true surface with slope, if required. At position where full tiles cannot be fixed, the tiles shall be cut to size and smoothened to give straight and true joints.

iii) Cleaning: After a small area has been laid all superfluous cement will be wiped off the surface. Stains shall be removed by moistening with hydrochloric acid and rubbing with pumice stone and afterwards washing with warm water.

iv) Curing: The floor shall be kept wet for a minimum of 7 days so that bedding and joints set properly.

8.00 SANITARY, PLUMBING WORKS AND WATER SUPPLY FITTINGS & FIXTURES:

All sanitary, plumbing and water supply fittings and fixtures shall conform to the specifications and particular make specified in the items of work and direction of Engineer-in- charge. All waste and soil pipes and fixtures shall conform to IS specifications and shall be jointed as specified.

i) Indian/European W.C. with PVC flushing cistern as per drawing & specification.

ii) Wash basin and urinal pan at toilet as per drawing & specification. Wash basins to be provided with C.I. brackets.

iii) Providing soap tray in the toilet.

iv) Rain water pipe as per drawing & specification

v) Gully trap

vi) Inspection chambers, manholes, septic tanks, drainage pipes etc. as per drawings.

vii) Medium class GI pipes with all GI fittings clamps and specials etc. for water supply lines 25mm, 20mm & 15mm.

viii) Concealed PE-AL-PE pipes for water supply.

9.00 MEASUREMENT & PAYMENT:

Payment for all works done shall be made on the basis of actual work done as per the schedule of rates. For all extra work done on the advice of the Company's Engineer and which is not included in the schedule of rates, deviation order for the same shall be made on the rates as decided by the Company's Engineer.

10.00 SAFETY MEASURE:

Safety measure as per OIL regulations shall be strictly adhered to by the Contractor. Safety belts and other measure taken by the Contractors shall be borne by the Contractor. If any loss or damage caused to life during the erection and execution, the contractor shall be fully responsible for the loss.

11.00 RECORD KEEPING:

- i) A site order book will be maintained at site which will be in the custody of the Engineer-in-charge or his representative and all instructions given to the Contractor will be recorded in the site order book and the same has to be signed by the contractor to comply with the instruction given therein.
- ii) A register to be maintained at site which will be in the custody of the Engineer-in-charge or his representative to maintain the records of cement the same has to be signed by the contractor
- iii) A separate register to be maintained at site by the contractor to record the works executed and remarks columns to be added in this to record the hindrance.

12.00 In case of any ambiguity/conflict among various documents the decision of Engineer-in-charge will be final and binding.

13.00 CONTRACTOR'S GODOWN

The contractor must make adequate arrangement as directed by the Engineer-in-Charge, for the storage in suitable godown of all perishable materials such as cement. On no account may cement be stacked on the ground either in or outside godown. The contractor shall also construct a temporary office at site, before start the execution of work at site, as directed by the Engineer- in charge.

14.00 SPECIAL INSTRUCTION TO THE CONTRACTOR

- i. Watch and ward, loss or damage to Company's property, 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 7.00AM for 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 other than accepted risks shall be removed from the site to 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. However, if felt, the same may be provided by Co. on Chargeable basis depending on its availability & approved by the Competent authority.
- 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. No road closure will be allowed during execution of work and 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-fulfilment of this condition.

xi. The Contractor will be required to work expeditiously at the site and must visit the site before tendering.

xii. 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.

xiii. The contractor must submit a work plan in bar chart for the overall job to complete it within 14 days of issuing of work order.

15.00 GENERAL HSE (Health Safety & Environment) POINTS TO BE FOLLOWED BY THE CONTRACTOR

(i) It will be solely the Contractor's responsibility to fulfil 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-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 men, 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 including near miss to 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

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

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

18.00 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.: DCC2328L17

Cement will be supplied by company.

Note: All empty Cement bags must be returned to material's Godown, Duliajan failing which a sum of Rs.8.00 (Rupees Eight) only per bag will be recovered from contractors bill.

NOTE:-

1. The Contractor is to arrange transport of the above materials to site of work with proper safety.
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. Cement issued to Contractor by the Company is meant only for the specific Company work relating to the Contract. However, if any quantity of Cement is left over from the quantities issued for any reason whatsoever, on the completion / cancellation / termination of the Contract the same shall have to be returned to the Company in full within one week of completion/cancellation of the work failing which the matter will be referred to appropriate Govt. authorities for legal action as well as realization of the Cement.
7. Bitumen issued to Contractor by the Company is meant only for the specific Company work relating to the Contract. However, if any quantity of Bitumen is left over from the quantities issued for any reason whatsoever, on the completion / cancellation / termination of the Contract the same shall have to be returned to the Company in full within one week of completion/cancellation of the work failing which the matter will be referred to appropriate Govt. authorities for legal action as well as realization of the bitumen.
8. All other 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 without any reference to him.

To
DGM-CONTRACTS (HOD)
Oil India Limited
DULIAJAN

SUB:SAFETY MEASURES
Tender No : DCC2328L17

Description of work/service :

Modernization/ Upgradation of Kitchen & Toilets in D+ SS Type Bungalows at Duliajan, including supply of all materials except Cement.

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