M/s. India

TENDER NOTICE NO.: G277056L18 Date: 02.02.2018

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

DESCRIPTION OF WORK/

SERVICE.

LOCATION

CONTRACT

i)Bid Closing/ PERIOD

Opening date

ii)Earnest money

deposit

Services of Grass cutting, Horticulture.

Area upkeepment etc at PS7 Madarihat for

PS7 MADARIHAT, RS11 CHEPANI & RS12 **BINNAGURI**

One year extendable by Six months.

06.03.2018

0.00 (\$ZERO)

	a) Earnest money deposited/Not dep	oosited vide D.Draft/B.Cheque/Mone	y Receipt
No.	dated	of	
	b) Security Deposit will be Non-interes	est bearing 2.1/2% of the total contra	ct price.

- b) Security Deposit will be Non-interest bearing 2.1/2% of the total contract price.
- c) Conditional/Non Conditional offer as per letter attached.
- 2.0 SEALED ENVELOPES Containing the Tender shall be marked with the above Tender Number and description of work and addressed to the

Station In-Charge-PS7, Madarihat OIL INDIA LIMITED (A Govt. of India Enterprise) PS-07, Madarihat, Assam

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

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

- 3.0 Tenders will be received upto 01:30 PM (IST) on the date as mentioned above and opened on the same day at 02:00 PM (IST) at Station In-Charge-PS7, Madarihat's office before any attending tenderers. Tender box is placed at the office of Head(Contracts). However, if the above mentioned closing / opening day of the tender happens to be non-working day due to Bundh / Strike or any other reason, the tenders will be received and opened on the following working day at the same time except on Saturdays.
- 4.0 The rates shall be quoted per unit as specified in the Schedule of Work (Part II) and shall be in words as well as in figures. No overwriting shall be allowed, but all corrections may be inserted in the blank space above the corrected word / figure and must be initialed. In case of discrepancy the unit rate quoted in words shall be considerated to be correct.
- 5.0 The Company reserves the right to reject any or all the tenders or accept any tender in full or in part, without assigning any reason.

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6.0 (a) No Tenderer must withdraw the tender after its public opening. Any such withdrawal will make the tenderer liable of forfeit his/her/their Earnest Money in full and debarred from further tendering at the sole discretion of the company and the period of debarment will not be less than 6 (six) months.

- (b) Once a withdrawal letter is recived from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.
- 7.0 The tender must be valid for 180 (One hundred & eighty) days from the date of openning of the tender.
- 8.0 Conditional tenders are liable to be rejected at the discretion of the Company.
- 9.0 Tenders can be dropped at the box placed at the office of Contract Department or can be sent by registered post addressed to

Station In-Charge-PS7, Madarihat OIL INDIA LIMITED (A Govt. of India Enterprise) PS-07, Madarihat, Assam

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

- 10.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.
- 11.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name tender documents have been purchased/issued along with one or more of the following documentary evidences(which are applicable to the bidder) in support of the same.
- 01. In case of Sole Proprietorship Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.
- 02. In case of HUF-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.
- 03. In case of Partnership Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.
- 04. In case of Co-Operative Societies-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.
- 05. In case of Societies registered under the Societies Registration Act -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.
- 06. In case of Joint Stock Companies registered under the Indian Companies Act -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.
- 07. In case of Trusts registered under the Indian Trust Act Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies Service Tax and Central Excise Registration Certificate.
- 12.0 The selected tenderer will be required to enter into a formal contract, which will be based on their tender i.e O.I.L's Standard Form of Contract.
- 13.0 The successful tenderer shall furnish a Security Deposit in the form of Demand Draft / Banker's Cheque

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/ Cash as specified above before signing the formal contract. The Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

- 14.0 The amount of retention money shall be released after 6 (six) months from the date of completion certificate from the concerned department.
- 15.0 The work shall have to be started within seven days from the date of work order.
- 16.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.
- 17.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

18.0 DISCOUNTS / REBATES.

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

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

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

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

21.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

DY.CE(O), PS7
For CHIEF GENERAL MANAGER (PLS)

Date: 02.02.2018

WORKS CONTRACT

G277056L18

DESCRIPTION OF WORK/SERVICE :-

Services of Grass cutting, Horticulture, Area upkeepment etc at PS7 Madarihat for

GENERAL CONDITIONS OF CONTRACT(GCC)

<u>OLIVE</u>	CONTRACTOR OF CONTRACTOR	<u>110 (61 (666)</u>	
MEMORANDUM OF AGREEMENT INDIA LIMITED a Company incorpora Duliajan in the District of Dibrugarh, Aand SI	ated under the Companies A Assam (hereinafter called hri/Smti	Act 1956 and having its Reg Company) of the one p carrying on busi	gistered Office at part and Shri/Smti
/proprietor under the firm name atin the Di 'Contractor') on the other part.	and style of M/s	with th	e main Office
WITNESSETH :			
a) The contractor hereby agree part-II of this Contract in accordance with General Specifications read in conjunction forms Part-III of the contract utilizing accontract at	vith the 1968 General Condit ction with any drawings and ny materials/services as off	tions of Contract of Oil Particular Specifications & i	India Limited and instructions which
b) In this Contract all words and to them in the 1968 General Condition fully conversant with before entering into	ns of Contract of Oil India Lim	•	, ,
c) The clauses of this contract the event of anything herein contained.	•		

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

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

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

- 7. The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.
- 8. The duration of the contract shall be 52 weeks from the commencement date mentioned in the work order. The contractor must complete the work within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c.) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

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

The payment of liquidated damages/penalty may be reduced or waived at the sole discretion of the

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Company whose decision in this regard will be final.

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

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

10. The	tendered	all-inclusive	Price	(i.e.	the	Contract	price	e) is R	Rs					
(Rupees_														
										or	nly.)	but	the (Company
shall pay	the Contract	or only for act	ual work	done	at the	e all inclu	ısive	rates	set	down	in t	he	Schedul	e of work
part II of t	his Contract.													

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

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

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of the workers' payment.

c) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

21. ARBITRATION:

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

Place of Arbitration: GUWAHATI.

22. FORCE MAJEURE:

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

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

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

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

25. SET OFF CLAUSE:-

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

26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

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

IN WITNESS whereof the parties hereunto set their hands	seals the day and year first written above :-
SIGNED & DELIVERED FOR AND	
ON BEHALF OF	(Signature of Contractor or

Contractor 4 Company

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his legal Attorney)
(Full Name of Signatory)
(Seal of Contractor's Firm)
(Signature of witness)
 (Full Name of Signatory)
Address:
(Signature of Acceptor)
Designation

WORKS CONTRACT

Tender No. <u>G277056L18</u>

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

Service Line No.	Description of Work	Unit in Words	Quantity	Rate per Unit (Figures & Words)	Amount
10	9 cuts each year in following areas - Industrial area (1 cut = 25710.97 m2) Helipad & Bal. Tank (1 cut = 6221 m2) Club, Playground, park (1 cut = 7146.8 m2) F-1, D+, A//B/C Qtrs (1 cut = 16040.60 m2) Approach road side (1 cut = 300 m2) Repeater station area (1 cut = 700 m2)	Square mete	er1,515,240.000)	
20	4 Cuts per year for following area - Waste land area - 1 Cut area = 19536 sqm	Square met	er234,432.000		
30	4 Cuts per year 1 cut = 4200 m2 or as per actual	Square met	er 25,200.000		
40	Unit: No. of tree trimmed Tree branch trimming/ lopping/ pruning as required including cutting of trunks and branches and stacking of serviceable material and disposal of unserviceable material.	each	240.000		
50	Complete maintenance of the entire garden features having as per yard stick in the garden area i.e. lawn trees, shrubs, hedge, flower beds, foliages, creepers etc. including hoeing, weeding pruning replacement of plants, gap filling,	Square met	er108,000.000		

watering, mowing of lawn, grass cutting by lawn mover and brush cutter, removal of garden waste, applying insecticide, pesticide & fertilizers(whenever required) top dressing of lawn with good earth and menure and maintenance of other garden related works as directed by office-in-charge Cost of Good Earth, Manure, Fertilizer, Insecticide, Pesticide will be provided by the Department & lawn mover and brush cutter with fuel, other T & P material/articles provided by the contractor.) Unit of measurement: Sq. m/ month.

60 **Providing Square Cement** each 90.000

Concrete pots of specified size, cast with cement concrete of nominal mix 1:2:4 (1 cement: 2 coarse

sand: 4 graded

stone aggregate 6 mm nominal size), reinforced with 7 Nos (3 nos

horizontal & 4 nos vertical # U # shape) M.S. wires of 3.5 mm dia as per

design, including required frame work, finishing with cement punning on exposed surface, curing for

specified period and stacking

in required

rows & height, all complete

as per direction of Officer-in-charge.

Supplying and stacking of good earth at site including

royalty and

carriage upto 5 km complete (earth measured in stacks

will be reduced by 20% for payment).

80 Supplying and stacking at

site dump manure from approved source,

Cubic meter 90.000

Cubic meter 90.000

Contractor 2 Company

70

90	including carriage upto 5 km complete (manure measured in stacks will be reduced by 8% for payment) Screened through sieve of I.S. designation 20 mm Cleaning, sweeping and wet	Square meter 69	9 984 000
	mopping of office floors; dusting and cleaning of all furniture like tables, chairs, racks, bookcase; cleaning of window panes; removing cob webs; cleaning of paper-bins/dust bins etc.		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
100	Cleaning, sweeping of floors; cleaning of glass panes; removing cob webs; cleaning of ceiling; cleaning of paper-bins/dust bins etc.	Square meter71	4,370.000
110	Cleaning, sweeping of open area, roads, pathway etc.; disposal of accumulated garbage as directed.	Square meter2,2	256,268.000
120	Thorough Cleaning of toilets/ urinals wherever available in the premises using cleaning material; cleaning, sweeping of floor & wall tiles; apply disinfectant; removing cobwebs etc.	Square meter 19	9,388.000
130	Thorough cleaning of drains by sweeping, water flushing, applying chemicals, disposing garbages as directed.	Square meter17	9,874.000
140	Removal of grass/ weeds coming up in drains & nearby area by plucking manually and disposal as directed.	Square meter13	7,970.000
150	Removing sludge from septic tank, soak well etc. by methor labour including disposal of the same outside the compound as directed.	each	18.000
160	Carriage of cement by Manual Labour including loading, unloading and stacking for lead less than	Metric Tonne	300.000

0.50 KM 170 Carriage

Carriage of Steel or similar materials by Manual Labour

including

loading, unloading and stacking for lead less than

0.50 KM

Metric Tonne 300.000

Total Amount(Rs):

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

WORKS CONTRACT

Special Conditions of Contract(SCC)

Tender No.: G277056L18

- 1.0 Item rates are exclusive of GST.
- 2.0 Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Service Provider. The Service Provider shall arrange necessary insurance cover for any person deployed by him even for short duration. This Office shall not entertain any claim arising out or mishap, if any that may take place. In the event of any liability / claim falling on OIL, the same shall be reimbursed / indemnified by the Service Provider.
- 3.0 The work shall be done on all week days except Sundays and in case of emergency, the service shall be provided as & when required.
- 4.0 The general working hours will be from 07.00 hrs to 15:30 hrs daily with half-an-hour lunch break.
- 5.0 The personnel deployed shall be well experienced, trained adequately and of sound health. They should be in the regular establishment of the service providers and working on monthly wage basis. They should be disciplined and well mannered. They should be provided with uniforms and identity cards, which should be displayed prominently. They shall have the knowledge of local language and Hindi. Photo, full address of the persons who are going to be deployed in this office if the contract is awarded shall be provided for record and inform their credentials to Jurisdictional Police. If any of the persons deployed are having telephone, their telephone numbers may

be provided to this office.

6.0 The Service Providers should be registered under the ESI & Provident Funds Acts and other relevant statutory enactments dealing with employment of labour. All existing statutory regulations of both the State as well as the Central Governments, shall be adhered to by the service provider and all records maintained thereof shall be available

for scrutiny by the statutory Bodies. Any failure to comply with any of the above regulations or any deficiency in service will render this contract liable for immediate termination without any prior notice in addition to the action proposed to be initiated by statutory bodies.

- 7.0 The Service Provider is responsible for payment of monthly salary including leave salary, bonus, gratuity etc. to the personnel as applicable to them under Law.
- 8.0 The Service Provider shall maintain all required records and registers required under the Factories Act 1948 & Rules and Contract Labour (R&A) Act & rules.
- 9.0 The persons engaged by the contractor will be in the regular employment of the contractor only, and not the employees of OIL. The Service Provider shall indemnify and keep this Office indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged and this office shall not be liable for any damages or

compensation to any personnel or third party including the statutory obligations. For the entire work out sourced the service provider will be the principal employer for the disputes between their employees with them.

- 10.0 For grass cutting jobs, all machines, fuel, consumable, PPEs etc. are in contractor's scope. Contractor shall comply all PPE requirement for grass cutting jobs. Supervisor must be present during grass cutting in hazardous area.
- 11.0 Minimum productivity rate required for sanitation jobs in office 372 m2/hr, corridor & plant area 279 m2/hr, open area/ road 743 m2/hr, toilet 93 m2/hr, drain sweeping 139.5 m2/hr & drain weed plucking 93 m2/hr.

WORKS CONTRACT

Schedule of company's Plants, Materials and Equipments

Tender No.: G277056L18

To

CHIEF GENERAL MANAGER (PLS)
Oil India Limited
GUWAHATI

SUB:SAFETY MEASURES Tender No : G277056L18

	Description	of	work/service	:
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Services of Grass cutting, Horticulture, Area upkeepment etc at PS7 Madarihat for

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