

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

Date: 20.10.2017

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	DCC6095L18	Construction of bituminous concrete road from the junction of Nahorkatia-Lahowal road to near well NHK # 119 under OCS-02, Mohmari area. (Length = 320.00m)	Mohmari Area	5 (Five) Weeks	D	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 CGM-Contracts, Oil India Limited, P.O. Duliajan, Dist. Dibrugarh, Assam.

4. Bids will be received upto 12.45 P.M. (IST) on **16.11.2017** at the office of the CGM-Contracts, Duliajan and opened on the same day at 1.00 P.M.(IST) at his office.

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

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

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

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

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

DGM -Contracts (Civil)
For RESIDENT CHIEF EXECUTIVE

Copy:-

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

CGM-Security :- Please arrange to provide Security service on 16/11/2017 from 12.30 P.M. (IST) onwards.

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

SEALED Tenders on percentage rate basis are invited from Registered O.I.L. Class 'D' Contractors for the following work.

DESCRIPTION OF WORK	LOCATION	TIME OF COMPL. (WEEKS)	ESTIMATED CONTRACT COST OF THE WORK (₹)	BID CLOSING/ OPENING DATE
Construction of bituminous concrete road from the junction of Nahorkatia-Lahowal road to near well NHK # 119 under OCS-02, Mohmari area. (Length = 320.00m)	Mohmari Area	5	18,55,907.66	16.11.2017

- 2.0 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

CGM-Contracts
OIL INDIA LIMITED
Contracts Department, Duliajan

The Proforma-1 to be submitted by the bidders (after filling up and signing the same) should be the Proforma-1 uploaded with the bid document which is signed by OIL's authorized signatory. Bid document, i.e. filled up and signed Proforma-1, submitted by the bidders not containing the signature of OIL's authorized signatory and / or submitted in any other format shall be rejected straightway.

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

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

- 4.0 The bidders who do not submit the "One Time Security Deposit" in line with OIL's notification no.: CONT/CIV/1296/2016 dated 25.08.2016 on or before the date of publishing this tender will not be eligible to participate in this tender. If such bidders participate in this tender, their bids will be rejected.

- 5.0(i) The bidder need not to quote their rates for individual items. They should offer their overall rate only as a percentage of Company's internally estimated cost within the limit of 'at Par' to '+10%' on the Company's internal estimated contract cost. However the bids with overall rates quoted below at par and above (+10%) of Company's internal estimate will be rejected outright.

In case of identical lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lots amongst the parties offering the same lowest price for priority -1 and priority-2 bidder. The Tender shall be awarded to priority-1 bidder only but if priority-1 bidder fails to accept the LOI/found non eligible/ fails to execute the jobs, then Company reserves the right to award the same to priority-2 bidder, if approved by Company's management.

The Draw of Lots, if required, will be conducted on the day of bid opening as per the procedure mentioned below:-

After taking out the bids from the envelopes, the envelopes will be disposed off immediately

DCC6095L18

and will not be kept in file/record. The offers/ bids will then be numbered & signed by Contracts and F&A members. The price will be checked and the bids quoting the minimum price (within 'at par' to '+10%' of IE) will be selected for Draw of Lots (D.o.L). By such D.o.L, Priority-1 (P-1) bidder will be selected first. Immediately after selection of P-1 bidder, the vendor code and the name of the firm will be checked. It will also be checked whether the firm had submitted One-time Security Deposit on or before the date of publishing the tender as mentioned in paragraph 4.0 or not. If the vendor code and the name of the firm do not match, or if it is found that the one-time security deposit had not been submitted by the bidder on or before the date of publishing the tender, the bidder will be rejected and another bidder will be selected by Draw of Lots as P-1 bidder. This process will be repeated until a bidder fulfilling these criteria is found. Next, P-2 (Priority-2) bidder will also be selected in the similar manner. **All the above procedures will be completed on the day of bid opening.**

- (ii) Estimated contract cost is inclusive of all overheads, Taxes, duties, levies etc. except PF & GST.
- (iii) If the rate (percentage) is quoted in figures as well as in words, the percentage rate quoted in words shall be considered to be correct in case of discrepancy. No overwriting shall be allowed. However, in case of any correction, same should be initialed.

6.0 Before tendering, the bidder is advised to inspect the works with permission from CGM-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.

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

8.0 No bidder must withdraw the bid after its public opening. Any such withdrawal will make the bidder liable to forfeit his Earnest Money in full and be debarred from further tendering at the sole discretion of the Company and the period of debarment will not be less than 2 (Two) years.

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

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

11.0 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.

12.0 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.

13.0 **PERFORMANCE SECURITY DEPOSIT:** The successful bidder shall furnish a Performance Security Deposit in the form of Letter of Credit/Bank Guarantee (PBG in prescribed format of **Annexure-I**) 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.

Note: The bidders are requested to advise the Performance Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Performance Bank Guarantee in OIL's tender issuing office:

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The Performance Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

- i. "MT 760 / MT 760 COV for issuance of Performance Bank Guarantee.
- ii. "MT 760 / MT 767 COV for amendment of Performance Bank Guarantee.

The above message/intimation shall be sent through SFMS by the PBG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch Address – AXIS Bank Ltd, Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District - Dibrugarh, PIN 786602.

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

**CGM-Contracts
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.

15.0 Price shall be firm throughout the whole contract period.

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

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

18.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, the Bid security will be forfeited and shall be dealt as per OIL's banning policy dated 6th Jan 2017 available at OIL's website.

19.0 **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 dealt as per OIL's banning policy dated 6th Jan 2017 available at OIL's website.

20.0 **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 bidder shall be dealt as per OIL's banning policy dated 6th Jan 2017 available at OIL's website.

21.0 **SUBSEQUENTLY ENACTED LAWS:** In case of change in existing law/enactment of new law or Statutory Order from a Statutory Authority during the execution of the Contract affects the Contract price, any increase against documentary evidence shall be reimbursed to the Contractor and any decrease shall be passed on to the Company by the Contractor. The date of such enactment or change in law or Statutory order shall be considered after closing date of the bid submission as the Contractor has submitted the bid price based on the existing condition on that day and the Contract is awarded based on the bid as submitted.

**DGM-CONTRACTS (Civil)
For RESIDENT CHIEF EXECUTIVE**

Tender No. DCC6095L18

PROFORMA- I

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

Name of Work : Construction of bituminous concrete road from the junction of Nahorkatia-Lahowal road to near well NHK # 119 under OCS-02, Mohmari area. (Length = 320.00m)

Location : Mohmari Area

Contract cost : ₹ 18,55,907.66

Name of the Firm:.....

Name of Bidder/ Power of Attorney Holder:.....

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

Bidder's Address :.....

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

I/Wehave gone through all the tender documents (i) ITB (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 hereby declare that I/We have submitted the "One Time Security Deposit" in line with OIL's notification no.: CONT/CIV/1296/2016 dated 25.08.2016 on or before the date of publishing this tender.

I/we on this _____ day of _____ 2017, hereby offer to execute the work described above at the rate of * **at par** / _____ % **above** the Company's estimated total contract cost inclusive of all overheads, Taxes, duties, levies etc. except PF & GST in accordance with the Contract terms & conditions, which I/ we have fully understood.

[* Indicate one only striking out the other.

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

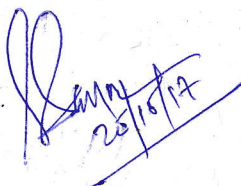
*** If any corrections are made, same has to be signed by the concerned bidder. If the same is not signed, the bid will be rejected outright]

Note:

- 1.0 The % aggregate offered by the bidder over the Company's internal estimated contract cost shall be applicable uniformly towards all individual items.
- 2.0 In case of any identical situation, the L-1 bidder will be determined through draw of lots.
- 3.0 Offer not furnished in the above format as per instruction given above, shall be summarily rejected.
- 4.0 If more than one bid is received from any bidder, Company reserves the right to reject all such bids. However, Company, at its discretion, may consider any one of such bids.

Signature of bidder with seal

Date:



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

DESCRIPTION OF WORK/SERVICES: - Construction of bituminous concrete road from the junction of Nahorkatia-Lahowal road to near well NHK # 119 under OCS-02, Mohmari area. (Length = 320.00m).

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 location _____.

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 Head (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 up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

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

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

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

4. The Contractor shall have no claim against 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. During the actual execution of the contract, if any, additional items (deviation items) are required, which are not covered in the tender, payment of such items shall be made at the current OIL schedule of rate. In case of positive variation in quantity of any items for the quantity mentioned in the schedule of work during the actual execution of work, the contractor will have to carry out 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 up to 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. Goods and Service Tax (GST) Law,

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 **5** 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 percent) 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 HoD 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 even 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) is ₹ _____ ***(Not to be filled up by bidder while submitting the offer in c-Folder. This figure will be filled up by OIL at the time of award of the contract to the successful bidder.)***
(₹ _____ 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, up to 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 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 the Oil Mines Regulations 2017. 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, except PF & GST, will be borne by Contractor and the contract cost is inclusive of all tax liabilities except PF & GST. 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 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.

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 days at 7.00 A.M. and 3.00 P.M. for instructions.
- k) Materials if rejected should be removed from site within 48 (forty- eight) hours of rejection, failing which the Company reserves the right to get the rejected materials removed at the risk and cost of the Contractor.
- l) The Company reserves the right to get the part or whole work complete at the risk and cost of the Contractor if he fails to complete the work within the stipulated time without any valid reason. The Company's decision shall be final and binding on the Contractor.
- m) The Contractor shall obtain labour clearance within 7(seven) days of signing the Contract.
- n) Water that may accumulate on the site during progress of the works or in trenches and excavations from other than accepted risks shall be removed from the site to entire satisfaction of the Engineer-in-charge and at the Contractor's expense.
- o) The Contractor shall be in a position to execute 2(two) locations simultaneously.
- p) If required, the Contractor shall have to work in two shifts for which no extra payment will be admissible to him/them.
- q) If needed water and electricity will have to be arranged by the Contractor at his own cost.
- r) The Contractor and his workmen are to strictly observe 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 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.
- v) The Contract cost is excluding P.F. & GST. Wage component of the Contract cost is **8.84%**.

21. SPECIAL INSTRUCTION

The contractor must quote considering the prevailing minimum Labour wage rate for each day of work.

22. GOODS AND SERVICES TAX (GST) CLAUSES UNDER GCC**22.1 GENERAL REMARKS ON TAXES & DUTIES:**

In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in **GST**. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored.

22.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.

22.3 "**GST**" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "**GST**" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

22.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods /Services (Service Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filed under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

22.5 Where OIL is entitled to avail the input tax credit of GST:

OIL will reimburse the **GST** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the executed quantities, the amount on which the **GST** is applicable shall be modified in same proportion. Returns and details required to be filed under GST laws & rules should be timely filed by supplier with requisite details.

22.6 Where OIL is not entitled to avail/take the full input tax credit of GST:

OIL will reimburse **GST** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of **GST**..

- 22.7 Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.
- 22.8 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL shall not be liable to make any payment on account of **GST** against such invoice.
- 22.9 **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.
- 22.10 **GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.
- 22.11 Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- 22.12 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 22.13 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 22.14 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.
- 22.15 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

- 22.16** Beyond the contract period, in case OIL is not entitled for input tax credit of **GST**, then any increase in the rate of **GST** beyond the contractual delivery period (in case the delay is attributable to the service provider), shall be to Service provider's account whereas any decrease in the rate of **GST** shall be passed on to the OIL.

Beyond the contract period, in case OIL is entitled for input tax credit of **GST**, then statutory variation in applicable **GST** on supply and on incidental services, shall be to OIL's account.

Claim for payment of **GST**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST**, otherwise claim in respect of above shall not be entertained for payment of arrears.

- 22.17** The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable, and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

22.18 Documentation requirement for GST

The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST,CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner

- i. The original copy being marked as ORIGINAL FOR RECIPIENT;

- ii. The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- iii. The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

22.19 ANTI-PROFITEERING CLAUSE

In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

22.20 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

23. ARBITRATION:

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

Place of Arbitration: Duliajan, Dibrugarh, Assam.

24. FORCE MAJEURE:

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

25. 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.

26. 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.

27. 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)."

28. 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 as per the OIL's Banning Policy dated 6th Jan 2017 available at OIL's website.

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

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 of

(Full Name of Signatory)

It's 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_____

SOQ

OIL INDIA LIMITED
 (A Govt. of India Enterprise)
Duliajan, Assam
WORKS CONTRACT
Tender No.: DCC6095L18

SL. No.	DESCRIPTION OF ITEMS	Quantity.	UOM	CURR.	RATE
	Group A section A				
10	Collecting / excavating sand, soil, silt, ordinary earth from any source, load into lorries, transport it to distant place of work including procuring earth and laying in layer of 150mm thickness and dry ramming, profile properly made for taking measurement, including all measurable lead upto 30m and lift as required. (The contractor shall be responsible for all formalities of supply of earth such as purchase of land including royalties, monopoly / other statutory taxes as required from any distance.)	200.00	M3	INR	272.88
20	Construction of subgrade and earthen shoulders with approved material obtained from borrow pits with all lifts & leads, transporting to site, spreading, grading to required slope and compacted to meet requirement of table No. 300.2 with lead upto 1000 m as per Technical Specification Clause 303.1. (Road roller cost included)	258.00	M3	INR	188.77
30	CONSTRUCTION OF 100MM (CONSOLIDATED) GRANULAR SUB-BASE consolidated by dry rolling to proper grade including providing well compacted berms with earth on either side 1.2m wide levelled with finished road surface, dressing sub-grade including cutting surface upto 75mm deep to required level and as per clause 401. (Road roller supplied by contractor).	1720.00	M2	INR	52.66
40	CONSTRUCTION OF WATER BOUND MACADAM base course 75 mm thick (Wearing course) and Surfacing Course (sealing coat) with loose hand broken metal of size 63mm and graded down to 45mm rolled dry to proper compaction, grade and camber and wet rolling after placing bindage of loamy earth and finally sealing the compacted surface with a 25mm thick layer of sand shingles (Ref. to MoRTH Spec.404) and as directed as applied over new consolidated surface. (Road roller supplied by contractor).	3440.00	M2	INR	62.96
50	Spreading gravel, pea-gravel or brick bat over sunken road surface, including carrying from a distance of 30.00m.	86.00	M3	INR	164.37

SL. No.	DESCRIPTION OF ITEMS	Quantity.	UOM	CURR.	RATE
60	LABOUR FOR PRE-MIX CARPETING OF 20 mm THICK WITH CHIPS or pea-gravels and bitumen over a tack-coat after cleaning the road surface with wire brush, brush broom and fanning with gunny bag etc., heating the bitumen to proper temperature, mixing 12mm and 10mm size chips or pea gravels in the ratio 2:1 by volume, heating the aggregates suitably adding bitumen at 9.50Kg per 10 sq. m or 52Kg per cubic metre of 12mm chips or pea gravels and 5.10Kg per 10 sq. m or 56 Kg per cu. m of 10mm chips or pea gravels preferably by other mixer of approved type until the chippings or pea gravels are thoroughly coated with binder, spreading the pre-mix with rakes to the desired thickness and camber immediately after applying the tack coat over the existing bituminous surface(Tack coat will be paid separately), checking the camber by templates, evening out irregularities and rolling the surface with a roller of 8 to 10 ton capacity, wetting the wheels of the roller to prevent premix from sticking and continuing rolling till the pre-mix is compacted. High and low spots observed are to be corrected by adding or removing pre-mix chippings or pea gravels, excess rolling to be avoided, including carriage of bitumen from company's store or yard to the site of work, (T& P& Road roller by Contractor & Bitumen supplied by company). i) Using other mixer of approved type on Water Bound Macadam surface.	1720.00	M2	INR	37.43
70	Applying primer coat with bitumen emulsion on prepared surface of granular Base including clearing of road surface and spraying primer at the rate of 0.60 kg/sqm using mechanical means.	1720.00	M2	INR	2.19
80	Applying tack coat with bitumen emulsion/bitumen at the rate of 0.20 kg per sqm on the prepared bituminous/granular surface cleaned.	1720.00	M2	INR	4.91
90	Providing and laying seal coat sealing the voids in a bituminous surface laid to the specified levels, grade and cross fall using Type A seal coats including supply of bitumen & Road roller by Contractor of approved quality as per specification Ref. to MoRTH Spec.as per clauses 513.(For TENDER ITEM).Excluding supply of Quarry Materials.	1720.00	M2	INR	26.67
100	Supplying & Laying Reinforced cement concrete pipe NP3 900 mm dia. pre stressed concrete pipe for culverts on first class bedding of granular material in single row including fixing collar with cement mortar 1:2 but excluding excavation, protection works, backfilling, concrete and masonry works in head walls and parapets .	7.50	M	INR	7172.50

SL. No.	DESCRIPTION OF ITEMS	Quantity.	UOM	CURR.	RATE
110	Supplying & Laying Reinforced cement concrete pipe NP3 600 mm dia. Pre stressed concrete pipe for culverts on first class bedding of granular material in single row including fixing collar with cement mortar 1:2 but excluding excavation, protection works, backfilling, concrete and masonry works in head walls and parapets .	7.50	M	INR	2662.85
	Group A section B				
10	Supply of Gravel (65mm graded down to 25mm), hard, clean and free from foreign materials	86.00	M3	INR	1371.89
20	Supply of approved quality granular materials from approved quarry, free from organic matter including stacking in measurable stacks as directed.	224.00	M3	INR	1272.29
30	Supply of Hand broken hard stone metal from river boulder fairly cubical in shape, free from dust/dirt disintegrated pieces, organic and other foreign matters(63mm to 45mm graded)	344.00	M3	INR	1990.28
40	Supply of Broken stone (Boulder broken)(6mm graded down to 2mm), hard and clean .	31.00	M3	INR	1575.99
50	Supply of Broken stone (Boulder broken 12 mm to 6 mm)	31.00	M3	INR	2086.84
60	Supply of Stone Dust.	47.00	M3	INR	676.90
	Group A section C				
10	Carriage of material by mechanical transport including loading unloading and stacking: Tar Bitumen : Beyond 4KM and Upto 5KM	10.00	TON	INR	107.26
20	Extra on Carriage of material by mechanical transport including loading unloading and stacking: Tar Bitumen on every additional KM: Beyond 5KM and Upto 10KM	50.00	TPM	INR	7.86
30	Extra on Carriage of material by mechanical transport including loading unloading and stacking: Tar Bitumen on every additional KM: Beyond 10KM and Upto 20KM	100.00	TPM	INR	6.47

Grand Total Contract Cost: ₹ 18, 55,907.66

- Bidder must include all liabilities including statutory liabilities in their quoted rates (excluding PF and GST).

Note:

1. The Company's Internal Estimated Rates, as indicated in Part-II, are inclusive of all overheads, taxes, duties, levies etc. except P.F. & GST.

OIL INDIA LIMITED
(A Govt. of India Enterprise)
DULIAJAN (ASSAM)

WORKS CONTRACT

PARTICULAR SPECIFICATIONS AND INSTRUCTIONS:

DESCRIPTION OF WORK/SERVICES: Construction of bituminous concrete road from the junction of Nahorkatia-Lahowal road to near well NHK # 119 under OCS-02, Mohmari area. (Length = 320.00m)

1. SCOPE OF WORK :

Brief specifications are given here under for general guidance purpose of the tenderers. The job scope includes Construction of bituminous Approach road by 100 mm thick Granular sub base, 150 mm WBM, 20mm thick Premixing with Seal Coat including supply of all materials except Bitumen. It shall clearly be noted that the bidders are required to give their rates taking into consideration all aspects as per site requirements and specifications enclosed along with this tender document. Quoted offers shall be inclusive of all materials except bitumen and labour and other taxes & levies. Water and Power shall have to be arranged by the contractor for execution of the tendered work. The contractor shall be responsible to complete the entire work in all respects and also any other works necessary to complete the job though especially not covered in the scope of work.

Signatory of the contract agreement must attend at site of work at least thrice in a week along with the Engineer-in-charge for necessary instruction / advice.

- b) No road closure will be provided during execution of the job.
- c) The contractor should submit the work programme in the form of a bar chart within 3 days of receipt of work order.
- d) The security of materials issued to the contractor in connection with the work is the responsibility of the contractor, for which no extra payment will be made.
- e) All materials supplied by the contractor must be approved by engineer in-charge.
- f) Empty Bitumen drums must be returned to company's go-down after completion of the work, otherwise the cost will be recovered from the contractor @ Rs 80/- per drum.

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

Jungle cutting and removal of rubbish outside the periphery of the area.

2. SITE CLEARANCE :

Felling of trees, uprooting tree stumps as and when required, jungle cutting, grading, dressing and levelling up to the required depth, before starting of the job and removal of all debris from the site after completion of work at contractor's own cost.

3. SPECIAL INSTRUCTION TO THE CONTRACTOR:

- a) Watch and ward, loss or damage to Company's properties' theft and other incidental charges shall be Contractor's responsibility.
- b) Efficient workmen to be engaged by the Contractor.

- c) The Contractor's representative should report to Engineer-in charge on all working days at 7.30AM for day to day instruction.
- d) 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.
- e) 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.
- f) The Contractor shall obtain labour clearance within seven days of signing the contract.
- g) Water that may accumulate on the site during progress of the works or in trenches and excavation from site to the entire satisfaction of the Engineer-in-charge and at the Contractor's expense.
- h) If needed water and electricity will have to be arranged by the Contractor at his own cost.
- i) The Contractor and his workmen have to strictly observe the safety precautionary rules as per Mines Act. (Latest edition) while executing the work.
- j) 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.
- k) Hot and Cold permit, Gas leakage testing certificate issued by the Concerned Department to be submitted by the contractor to Engineer-in-charge.

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

5. Company's Internal Estimate is excluding of PF component.

6. The bidder must provide the following minimum numbers of equipment in operational condition capable of providing uninterrupted services under the contract as and when required.

- i) Dumper Truck: 2(two) nos.
- ii) Road Roller: 1(one) no.
- iii) Hot mix plant: 1(one) no.

7. This tender is floated with rates based on the existing OIL's SOR i.e. with old labour wages. The Labour Escalation as per minimum labour wages effective as on the original Bid Closing date shall be reimbursed to the bidder who is awarded the contract, for all the labour items, against which, the bidder's quoted rates are lower than the rates calculated (*to be calculated later on for payment of escalation*) on the basis of minimum labour wages as on the original bid closing date.

8. The bidder shall also furnish following information / documents along with the bid. Company reserves the right to reject the bid in the event of non-submission of such information / documents.

- Wherever applicable, the bidder shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and follow the relevant statutory provisions including Rules made there-under concerning contractual

workers to be engaged by such bidder. The bidder shall furnish the Provident Fund code number issued by the appropriate Govt. Authority, with supporting documents, or a declaration / undertaking in stamped paper in the **Format Annexure-I**.

9. The bidder shall furnish following information / documents on issuance of LOI within 15 (fifteen) days from the date of issuance. Company reserves the right to cancel the contract / LOI if these documents are not submitted within the stipulated period.

- a. PAN.
- b. Goods and Service Tax (GST) Registration number issued by the appropriate Govt. Authority or exemption certificate from the concerned authority or a declaration/ undertaking in stamped paper in the prescribed Format to the extent that provisions of the Goods and Service Tax (GST) are not applicable to him / her / them and in the event of any claim from the GST Authority upon Company at a later date with respect to the services provided under the contract, the bidder shall deposit such amount to the Company, as per the rules applicable from time to time.

10. Defect liability period shall be 6 months beyond the date of completion of works as certified by Engineer-In-Charge. During defect liability period, all corrective works shall be carried out entirely at Contractor's own expenses. If such corrective works are not carried out within a reasonable time, the Company, at its discretion, may have such remedial works carried out by other agencies and charge the cost thereof to the Contractor. This amount shall be deducted from contractor's bill/Retention money/ Performance security.

11. SUBSEQUENTLY ENACTED LAWS : In case of change in existing law/enactment of new law or Statutory Order from a Statutory Authority during the execution of the Contract affects the Contract price, any increase against documentary evidence shall be reimbursed to the Contractor and any decrease shall be passed on to the Company by the Contractor.

The date of such enactment or change in law or Statutory order shall be considered after closing date of the bid submission as the Contractor has submitted the bid price based on the existing condition on that day and the Contract is awarded based on the bid as submitted.

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

SCHEDULE OF COMPANY'S PLANTS, MATERIALS AND EQUIPMENTS

E-Tender No. DCC6095L18

A. SCHEDULE OF MATERIALS AVAILABLE AT THE COMPANY'S STORES/STOCK PILES for permanent incorporation in works and

B. SCHEDULE OF COMPANY'S PLANTS AND EQUIPMENTS for use in the execution of work.

1) **MATERIALS:** - Bitumen, Empty bitumen drums sheets; empty cement bags will be issued from OIL Material's Go-down

2) **PLANTS AND EQUIPMENT:** - Nil

NOTE:

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

2. Plants and equipment 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.

3. 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.

4. 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 from any bill/ amount due to the contractor.

5. Empty Bitumen drums must be returned to company's Go-down after completion of the work failing which a sum of Rs. 80 /- per drum (Rupees Eighty only) will be recovered from the Contractor's bill.

6. Watch & Ward of Company's material to be arranged by the contractor at his own cost & risk.

7. Company's Materials will be issued by Company as per maximum theoretical consumption against the specific item.

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

9. Surplus quantity of Company's material must be returned by the contractor to the Company's stockpile at his own cost.

10. Containers must be returned to the Company in good condition.

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

Tender No: DCC6095L18

SAFETY MEASURES

To,
GM-CONTRACT
OIL INDIA LIMITED
DULIAJAN-786602

SUB: SAFETY MEASURES

DESCRIPTION OF WORK/SERVICE: - Construction of bituminous concrete road from the junction of Nahorkatia-Lahowal road to near well NHK # 119 under OCS-02, Mohmari area. (Length = 320.00m)

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 authorized 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, 2017 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.

Tender No: DCC6095L18

g) We shall abide by the following HSE (Health Safety & Environment) points:

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. . Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.
2. 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. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. 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.
4. 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.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.
6. 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 Contractor 1 Company SCC 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.
7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards

Tender No: DCC6095L18

stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

10. 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.

11. 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.

12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.

14. 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.

15. 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.

16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

17. To arrange daily tool box meeting and regular site safety meetings and maintain records.

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

19. 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.

20. 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.

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

22. 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.

23. 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.

24. The contractor should prevent the frequent change of his contractual employees as far as practicable.

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

26. 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.

(Seal)

Yours Faithfully

Date_____

M/s_____

FOR & ON BEHALF OF CONTRACTOR

TENDER NO. DCC6095L18

STANDARD FORMAT OF PERFORMANCE SECURITY (BANK GUARANTEE) **(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF** **SUBMITTING PERFORMANCE SECURITY IN THE FORM OF BANK** **GUARANTEE AFTER ISSUE OF LOA)**

To,
M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the _____ day of _____

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

Contd.... P/2

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SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date

Place _____

Note 1: The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

- i. "MT 760 / MT 760 COV for issuance of Bank Guarantee.
- ii. "MT 760 / MT 767 COV for amendment of Bank Guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch Address – AXIS Bank Ltd, Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District - Dibrugarh, PIN 786602.

Note 2: Bank details of Oil India Limited may be required by Bank for issuance of Bank Guarantee (BG):

	Bank Details of Beneficiary	
a	Bank Name	STATE BANK OF INDIA
b	Branch Name	Duliajan
c	Branch Address	Duliajan, Dist.-Dibrugarh
d	Banker Account No.	10494832599
e	Type of Account	Current Account
f	IFSC Code	SBIN0002053
g	MICR Code	786002302
h	SWIFT Code	SBININBB479
i	Contact No.	9435554859
j	Contact Person Name	Mr. K. L. K. Banik, AGM
k	Fax No.	0374-2802729
l	Email Id	sbi.02053@sbi.co.in