

OIL INDIA LIMITED
CONTRACTS DEPARTMENT
DULIAJAN - 786602

NOTIFICATION

This is for the general information of all concerned that the following clauses pertaining to contractor's risk, indemnity and insurance shall be incorporated in all forthcoming tenders for civil engineering works.

Contractor's Risks:

All risks of loss of or damage to physical property and of physical injury and death to the personnel, which arise during the course of and in consequence of the performance of the contract, are the responsibility of the contractor.

Indemnity and Insurance:

1.0 The contractor shall provide suitable insurance coverage from the date of issuance of work order to the end of defect liability period of the contract for the following events which are due to the contractor's risks, irrespective of whether such loss or damages are caused on account of negligence of the Contractor or their personnel.

(a) Loss of or damage to the works, plants and materials.

(b) Loss of or damage to the equipment.

(c) Loss of or damage of property (except the works, plant, materials & equipment) in connection with the contract.

(d) Physical injury or death of all his manpower deployed by him.

In the event of any loss or damage, it shall be the responsibility of contractor to lodge the claim with insurer and Contractor shall put his best effort with the insurer for early settlement of the claim.

2.0 The policies and certificates for insurance shall be submitted by the contractor to the engineer in charge before the issuance of Work Order. In case, the Contractor fails to arrange the Insurance or arranges insufficient insurance, for the events, as mentioned above against any or all insurable risks, the Contractor shall be solely liable for loss or damage arising from such events or causes.

3.0 Contractor shall at his own expense arrange, secure, maintain and renew insurance for the events mentioned above throughout the contract period including the defect liability period.

4.0 Indemnity Agreement:

The contractor shall at all times indemnify and keep indemnified the Company and its personnel from and against all third party claims whatsoever, including but not limited to property loss and damage, personal accident, injury or death of or to property or person and any sub-contractor or agents of the contractor or Company.

All concerned are requested to be guided accordingly.



(R. Talukdar)

DGM-Contracts (Civil)
For GM-Contracts (HOD)
For Resident Chief Executive

