

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

**Date: 10.10.2018**

**(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	Contract Period	OIL Class	Bid document cost.
1	DCC9403L19	Development of Bapuji Path in No. 1 Duliajan Gaon, Duliajan including supply of all materials.	Duliajan	10 (ten) Weeks	D	Free

2. All the tender documents are available at OIL’s website [www.oil-india.com](http://www.oil-india.com). The bidders will have to download the Proforma-I, duly fill it up and sign it with firm’s seal, and submit the same in SEALED ENVELOPES (Only Proforma-I 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 No. 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 **08.11.2018** at the office of **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 quoted overall rate by more than 1 (one) bidder, the selection will be made by Draw of Lots amongst the parties offering the same lowest overall rate 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 Contract 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. Prospective bidders are requested to regularly visit the website to keep themselves updated.

**GM-CONTRACTS (CIVIL)**  
**For CGM - CONTRACTS**  
**For RESIDENT CHIEF EXECUTIVE**

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

SEALED Bids on percentage rate basis are invited from OIL's Registered Class 'D' Contractors for the following work.

DESCRIPTION OF WORK	LOCATION	CONTRACT PERIOD (WEEKS)	ESTIMATED CONTRACT COST OF THE WORK (₹)	BID CLOSING/ OPENING DATE
Development of Bapuji Path in No. 1 Duliajan Gaon, Duliajan including supply of all materials.	Duliajan	10	16,11,074.93	08.11.2018

2.0 All the tender documents are available at OIL's website [www.oil-india.com](http://www.oil-india.com). The bidders will have to download the Proforma-I, duly fill it up and sign it with firm's seal, and submit the same in SEALED ENVELOPES (Only Proforma-I 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 no. and Description of Work and addressed to

**CGM-Contracts**  
**OIL INDIA LIMITED**  
**Contracts Department, Duliajan**

The Proforma-I to be submitted by the bidders (after filling up and signing the same) should be the Proforma-I uploaded with the bid document which is signed by OIL's authorized signatory. Bid document, i.e. filled up and signed Proforma-I, 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 Bids 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 the office of **CGM-Contracts** in front of the bidders present. 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 one week prior to closing/opening date of the 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 bidders 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 Contract 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 and will not be kept in file/record. The offers/ bids will then be numbered & signed by Contracts and F&A officers. The vendor code, name and OIL Registration No. of the firm will be checked. It will also be checked whether the firm had submitted One-time Security Deposit one week prior to closing/opening date of the tender as mentioned in paragraph 4.0 or not. If the vendor code does not match with the corresponding name and/or OIL's Registration No of the firm, or if it is found that the One-time Security Deposit had not been submitted by the bidder one week prior to closing/opening date of the tender, the bidder will be rejected. The quoted overall rate will be checked and the bids quoting the minimum overall rate (within 'at par' to '+10%' of IE) will be selected for Draw of Lots (D.o.L). By such D.o.L, the Priority-1 (P-1) bidder will be selected first. Next, Priority-2 (P-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 GM-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 @ 2.5% of the total contract price within two weeks of issue of LOI/LOA which will not earn any interest 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:

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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> Jan 2017 available at OIL's website.

**GM-CONTRACTS (CIVIL)  
For CGM - CONTRACTS  
For RESIDENT CHIEF EXECUTIVE**

*(Only this Proforma-I is required to be submitted by the bidders in the tender box. No other document is required.)*

**Name of Work :** Development of Bapuji Path in No. 1 Duliajan Gaon, Duliajan including supply of all materials.

**Location :** Duliajan

**Contract Cost :** ₹ 16,11,074.93

Name of the Firm: .....

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

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

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

I/We have 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](http://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, one week prior to closing/opening date of the tender.

I/we on this date \_\_\_/\_\_\_/2018, hereby offer to execute the work described above at the below mentioned rate (ticked below) inclusive of all overheads, taxes, duties, levies etc. except PF & GST in accordance with the Contract Terms & Conditions, which I/ we have fully understood.

*(Please tick **any one box** to declare your rate)*

My offered rate is "at par" with Company's internal estimated contract cost.

My offered rate is \_\_\_\_\_ % above Company's internal estimated contract cost.

\* 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]

*I/We are aware that, my/our bid will be rejected in case of following conditions:*

- 1.0 Bid without any Quoted Rate shall be rejected straightway.
- 2.0 Bid with Rate quoted below "at par" or above (+10%) of Company's internal estimated contract cost shall be rejected straightway.
- 3.0 Bid will be rejected straightway if the Vendor Name does not match with corresponding Vendor Code and/or OIL Registration no.
- 4.0 Bid will be rejected if submitted without the sign and/or seal of the bidder.

Note:

- 1.0 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.
- 2.0 In case of any identical situation, the L-1 bidder will be determined through draw of lots.
- 3.0 The % aggregate offered by the bidder over the Company's internal estimated contract cost shall be applicable uniformly towards all individual items.

**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: Development of Bapuji Path in No. 1 Duliajan Gaon, Duliajan including supply of all materials.**

**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/ supervisor/ engineer/ project-in-charge or any other contractor's personnel who he (The Engineer) considers incompetent or unsuitable; the Contractor

Engineer's opinion as to the competence and suitability of any personnel 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 and items stipulated in Part-II (SOQ). In case of positive variation in quantities of any items from the quantity mentioned in the tender / contract, the contractor will have to carry out the positive varied quantity at the contract rate, or the internally estimated rate, whichever is lower.

However, during the actual execution of the contract, if the contract is to be utilised in a different zone due to Company's operational requirement, where the rates of the contractual items in the OIL's Schedule of Rates (SOR) are different from the contractual rates, then the rates of OIL's SOR, prevailing in the working zone (the zone where the contract is actually utilised) at the time of floating the tender, will be applicable for the contractual items (for the contractual quantities as well as for the additional quantities, if required to be executed).

If any additional items (items not covered in the tender / contract) are required to be executed during actual execution of works, the payment of such items shall be made as per the rates of OIL Schedule of Rates (SOR) prevailing in the working zone (the zone where the contract is utilized) at the time of issuance of advice by Company to execute such additional items.

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 **10 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 GM 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 actual date completion of the work.
- 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 must complete all statutory formalities within 7(seven) days of issuance of LOI.
- 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 **15.25 %**.

## 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:

Contractor

- 5

Company

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 6<sup>th</sup> 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  
-----  
It's Partner/Legal Attorney

(Full Name of Signatory)  
-----  
(Seal of Contractor's Firm)

And in presence of  
-----

(Signature of witness)

Date: \_\_\_\_\_

-----  
(Full Name of Signatory)  
  
Address:  
-----  
-----  
(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON BEHALF OF OIL INDIA LIMITED

Designation \_\_\_\_\_

Date \_\_\_\_\_

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

**WORKS CONTRACT**

SL. No.	DESCRIPTION OF ITEMS	QTY.	UOM	CURR.	RATE
	<b>GROUP-A SEC-A</b>				
1	Levelling and dressing road sides and verges including dressing the area and cutting earth upto 150mm depth and filling depression and breaking large earth lumps as directed.	600	M2	INR	13.68
2	Scarifying Existing Granular Surface to a Depth of 50 mm by Manual Means (Scarifying the existing granular road surface to a depth of 50 mm and disposal of scarified material within all lifts and leads upto 1000 metres. )	1,100	M2	INR	29.5
3	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 compacting, 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.)	75	M3	INR	359.79
4	Construction of 100 mm (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).	1,100	M2	INR	75.54
5	Providing and applying tack coat with bitumen emulsion/bitumen using emulsion pressure distributor at the rate of 0.20 kg per sq m on the prepared bituminous/ granular surface cleaned with mechanical broom including supply of bitumen emulsion/bitumen by Contractor of approved quality.	1,100	M2	INR	11.65
6	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.	10	M	INR	2662.85
7	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 .	10	M	INR	7172.5

SL. No.	DESCRIPTION OF ITEMS	QTY.	UOM	CURR.	RATE
8	Preliminary and detail survey.(Part-B)1 Prepare drawing docket in five copies.(plotting and tracing of Plan, L- Section and X-Section)	0.3	KM	INR	5434
9	Making shallow kutchra drains with base width 225mm and maximum depth 400mm including disposing spoil within 30m, dressing, grading, ramming, levelling, spreading etc. complete directed by Engineer in charge.	600	M	INR	20.99
10	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).	2,200	M2	INR	101.55
11	Providing and laying semi- dense Bituminous concrete using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equipped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction and density as per specification, complete and as per directions of Engineer-in-Charge.40 mm compacted thickness with bitumen of grade VG-30 @ 5% (percentage by weight of total mix) and lime filler @ 2% (percentage by weight of Aggregate)prepared in Batch Type Hot Mix Plant of 100-120 TPH capacity.	1,100	M2	INR	386.63
<b>GROUP-A SEC-B</b>					
1	Supply of approved quality granular materials from approved quarry, free from organic matter including stacking in measurable stacks as directed.	137.5	M3	INR	1281.21
2	Supply of Hand broken hard stone metal from river boulder fairly cubical in shape, free from dust/dirt disingrated pieces, organic and other foreign matters(63mm to 45mm graded)	220	M3	INR	2100.03
3	Supply of Stone Dust.	55	M3	INR	874

**Grand Total Contract Cost: ₹ 16,11,074.93**

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

**Note:** 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:** Development of Bapuji Path in No. 1 Duliajan Gaon, Duliajan including supply of all materials.

**1.0 SCOPE OF WORK:**

Brief specifications are given here under for general guidance purpose of the bidders. The job scope includes construction of sub-base with granular materials, construction of two layers of WBM of 75 mm thick each, providing and applying tack coat, construction of 40 mm thick Semi Dense Bituminous Concrete.

(a)Construction of granular sub-base: All dirt, dust, rubbish, tree leaves etc. must be removed from the road surface before any portion of the road surface can be scarified. After the above operation, the road surface shall be scarified to sufficient depth to loosen the top surface layer. The road surface shall then be graded to the correct camber by using proper templates. Granular sub-base work shall consist of laying and compacting well-graded Granular materials over the prepared road surface. The material shall be laid in one or more layers as necessary, as directed by the Engineer in charge. The road shall then be heavily rolled with an 8 to 10 ton roller to the correct camber.

(b)Construction of water bound macadam: The sub-grade/ sub-base to receive the water bound macadam course shall be prepared to the specified grade & camber and made free of dust and other extraneous material. Any ruts or soft yielding places shall be corrected in an approved manner and rolled until firm. Wherever W.B.M. is to be laid over an existing black topped surface, 50 mm x 50 mm furrows shall be cut at an angle 45 degrees to the center line of the road at 1 meter intervals before laying the aggregates. The aggregates will be crushed river boulder of size 63mm and graded down to 45mm and should be hard and durable and free from excess of flat, elongated, soft and integrated particles and dirt. Binding materials to be used for water bound macadam construction shall comprise of suitable materials such as stone dust or loamy earth approved by the Engineer-in-charge having plasticity index value of less than 6.

After preparation of sub-grade/ sub-base in a proper camber the aggregates shall be spread uniformly over the prepared surface in compacted layer of not more than 75 mm at a time. In case of thickness of more than 75 mm, the same shall be compacted in two layers. Following the spreading of the aggregates, rolling shall be started with a three wheeled roller of 8 to 10 ton capacity. On super elevated portions where the rolling shall proceed from inner edge to the outer, rolling shall begin from the edges gradually progressing towards the center. First the edges shall be compacted with roller running forward and backward. The roller shall then move inwards parallel to the center line of the road, in successive passes uniformly lapping proceeding tracks by at least one half widths. Rolling shall be discontinued when the aggregates are partially compacted with sufficient void space in them to permit application of binding material. During rolling slight sprinkling of water may be done, if necessary. Rolling shall not be done when the sub-grade is soft or yielding or when it causes a wave like motion in the sub grade or sub-base course. The rolled surface shall be checked transversely and longitudinally with templates and irregularities if any will be corrected by loosening the surface, adding or removing necessary amounts of aggregate and re-rolling until the entire surface conforms to desired camber and grade.

After application of aggregates the binding materials shall be applied successively in two or more thin layers at a slow and uniform rate. After each application, the surface shall be copiously sprinkled with water, the resulting slurry swept in with hand brooms or mechanical brooms to fill the voids properly and



rolled during which water shall be applied to the wheels of the rollers if necessary to wash down the binding materials sticking to them. These operations shall continue until the resulting slurry after filling of voids, forms a wave ahead of the wheels of the moving roller. After the final compaction of water bound macadam course, the road shall be allowed to dry overnight. Next morning hungry spots shall be filled with screenings or binding materials as directed, lightly sprinkled with water if necessary and rolled.

(c) Construction of semi dense bituminous concrete: This work shall consist of construction of a single layer of semi dense bituminous concrete on W.B.M. surface after applying tack coat over the W.B.M surface. The tack coat will be applied with bitumen emulsion or bitumen using emulsion pressure distributor at the rate of 0.20 kg per square meter on the prepared W.B.M. surface cleaned with mechanical broom. A single layer semi dense bituminous concrete shall be of 40 mm compacted thicknesses.

First, semi- dense bituminous concrete will be prepared in a Batch Type Hot Mix Plant of 100-120 TPH capacity using crushed stone aggregates of specified grading i.e. 18mm graded down to 10mm, 12mm graded down to 6mm & 6mm graded down to 2mm; premixed with bitumen of grade VG-30 @ 5% (percentage by weight of total mix) and lime filler @ 2% (percentage by weight of Aggregate). Then the hot mix will be transported to work site by tippers. After that, hot mix will be laid with paver finisher equipped with electronic sensor to the required grade, level and alignment. Then rolling will be done with smooth wheeled, vibratory and tandem rollers to achieve the desired compacted thickness as per directions of Engineer-in-Charge.

#### **2.0 WATER:**

Water for WBM shall not be salty or brackish and shall be clean, reasonably clear and free from objectionable quantity of silt and traces of oil, acid, injurious alkali, salts, organic matter and other deleterious materials which will either weaken the mortar or concrete or causes efflorescence or attack the steel in reinforced cement concrete. Water shall be obtained from sources approved by the Site Engineer.

#### **3.0 SPECIAL INSTRUCTION TO THE BIDDER:**

The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing.

#### **4.0 SPECIAL INSTRUCTION TO THE CONTRACTOR:**

- a) Efficient workmen to be engaged by the Contractor.
- b) The Contractor's representative should report to Engineer-in charge on all working days at 7.30AM for day to day instruction.
- c) 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.
- d) 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.
- e) Water that may accumulate on the site during progress of the works or in trenches or at any excavated place of working site have to be evacuated from site by the contractor to the satisfaction of the Engineer-in-charge and at the Contractor's expense.
- f) If needed water and electricity will have to be arranged by the Contractor at his own cost.

- g) Temporary road closure will be allowed during execution of work and necessary traffic signal/road boards to be displayed at proper place by the Contractor at his own cost. The Contractor shall be wholly responsible for any accident arising out of non-fulfillment of this condition.
- h) The Contractor will be required to work expeditiously at the site and must visit the site before tendering.
- i) Hot and Cold permit, Gas leakage testing certificate issued by the Concerned Department to be submitted by the contractor to Engineer-in-charge.
- j) The contractor should submit the work program in form of a bar chart within 7 days of receipt of work order.
- k) Necessary Test certificates, for all materials including water to be supplied by the contractor, must be submitted to Engineer in-charge from a recognized institution/ organization for approval.
- l) Company's Internal Estimate is excluding of PF component.

**5.0** The signatory of the contract should visit the site of work/office at least twice a week to receive instructions from the Engineer in Charge or Company's representative.

**6.0** All safety precautions as per Company's guidelines are to be strictly adhered to by the contractor.

**7.0** The contractor shall arrange to provide watch and ward of Company's materials and equipment, issued to him/her (if any) in relation to the work.

**8.0** Any infrastructural facility like water, electricity (if required), site go down etc. will have to be arranged/ constructed by the contractor at his/her own cost.

**9.0** Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

**10.0** All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

**11.0** The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

**12.0** The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured/ fabricated/ assembled for the works.

**13.0** Except where otherwise stated, the contractor shall pay all tonnage and other royalties, rent and other payments of compensation, if for getting stone, sand, gravel, clay of other materials required for the works. 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.

**14.0 TIME CONTROL:**

Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works.

**15.0 IDENTIFYING DEFECTS:**

The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect. If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which is defined in the Contract.

#### **16.0 PERIODIC MAINTENANCE:**

The Contractor shall do the routine maintenance of roads, including pavement, road sides and cross drains including surface drains to the required standards and keep the entire road surface and structure in Defect free condition during the entire construction period.

#### **17.0 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 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 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.

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 as 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.

**18.0** The Contractor shall deposit the PAN and GST registration number (if applicable, as per Statutory GST Regulations) as and when required by the Company. If the above are not available with the bidder, the bidder must apply for the same after signing of the Contract and submit the same within 45 days of signing the contract (or as and when advised by the Company, after 45 days of signing the contract). Moreover, the statutory guidelines of Goods and Service Tax (GST) shall be adhered to by the bidder

**19.0** 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.

**LIST OF MATERIALS & EQUIPMENTS TO BE SUPPLIED BY CONTRACTOR:**

• Batch type Hot Mix Plant (CAPACITY- 100 to 120 TPH) -	1 No.
• Paver finisher hydrostatic with sensor control -	1 No.
• Excavator cum loader -	1 No.
• Static Roller (CAPACITY-8 to 10 T) -	2 Nos.
• Vibratory Roller (CAPACITY-8 to 10 T) -	1 No.
• Water Tanker with sprinkler (CAPACITY-6 KL) -	1 No.
• Mechanical Broom hydraulic (CAPACITY-1250 sq m/hr.) -	1 No.
• Bitumen Pressure Distributor (CAPACITY-7 to 10 TON) -	1No.
• Front End Loader -	2 Nos.
• Diesel Electric Generator (CAPACITY-35 KVA) -	1 No.
• Air compressor -	1 No.
• Dumper -	3 Nos.

**20.0** A Hindrance Register shall be maintained in the enclosed Format to record all hindrances encountered during execution of works against the contract. The items of work affected due to any hindrance shall be clearly recorded in the Hindrance Register and the Engineer-in-charge of the Company as well as the site representative of the Contractor will sign on the register against the recorded hindrance. In case of encountering multiple hindrances simultaneously over a period of time affecting the same item or different items, the net period of hindrance will be worked out considering the overlapping period.

**21.0** Company reserves the right to initiate actions against the bidder / contractor during processing of tender and / or during continuation of the contract as per OIL's Banning Policy dated 6<sup>th</sup> Jan 2017 available at OIL's website.

**22.0** 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.

**Part-IV**

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

**WORKS CONTRACT**

**SCHEDULE OF COMPANY'S PLANTS, MATERIALS AND EQUIPMENT**

**Tender No. DCC9403L19**

- 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 EQUIPMENT for use in the execution of work.

1) **MATERIALS:** Nil

2) **PLANTS AND EQUIPMENT:** Nil

**NOTE:**

1. The Contractor is to arrange all the materials/equipment from his own side.
2. All materials supply by the contractor must be approved by Engineer In-charge.

To,  
CGM-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN-786602

**SUB: SAFETY MEASURES**

**DESCRIPTION OF WORK/SERVICE: Development of Bapuji Path in No. 1 Duliajan Gaon, Duliajan including supply of all materials.**

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.
- g) We shall abide by the HSE (Health Safety & Environment) points mentioned in SCC.

(Seal)

Yours Faithfully

Date \_\_\_\_\_

M/s \_\_\_\_\_

**FORM OF PERFORMANCE BANK GUARANTEE**

To  
M/s OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT  
DULIAJAN, ASSAM, INDIA, PIN-786602

WHEREAS \_\_\_\_\_ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. \_\_\_\_\_ to execute ----- (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 there under 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:

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation \_\_\_\_\_

**Contd.... P/2**



**Page No. 2**

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Note:**

The Bank Guarantee issuing bank branch shall ensure the following:

- a) The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the 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 (indicating the Contract Number) 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.

- b) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

## FORMAT FOR HINDRANCE REGISTER

Description of Project : .....

Contract No. & Date : .....

Contractor's Name : .....

Scheduled Completion Date : .....

Sl. No.	Nature of Hindrance	Items of work that could not be executed because of this hindrance	Date of start of hindrance	Date of Removal of hindrance	Period of hindrance	Overlapping Period, if any	Net hindrance days	Remarks
<b>Signature of Contractor's Representative</b>			<b>Signature of Engineer-in-charge</b>			<b>Signature of HoD</b>		