

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

Date: 20.06.2018

(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	DCC8331L19	Exterior Painting including minor Repairing works at 89 Nos of Jr. D+ & D Type (Two Bedded) bungalows in OIL Housing Area, Duliajan including supply of all materials expect cement.	Duliajan	20 (Twenty) 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-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 CGM-Contracts, Oil India Limited, P.O. Duliajan, Dist. Dibrugarh, Assam.

4. Bids will be received upto **12.45 P.M. (IST)** on **19.07.2018** 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. The total tender value is **₹ 43,39,391.89** inclusive of all overheads, Taxes, duties, levies etc. except PF & GST. However, this value will be split into 03 (three) contracts of equal contract value of **₹14,46,463.96** which will be awarded to 03 (three) different bidders.

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

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

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

Description of Work: Exterior Painting including minor Repairing works at 89 Nos of Jr. D+ & D Type (Two Bedded) bungalows in OIL Housing Area, Duliajan including supply of all materials expect cement.

Location : Duliajan

Contract Cost : ₹ 14,46,463.96 (Contract cost for each of the 3 contracts)

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

I/We have also noted that the total contract cost will be split into **03 (three)** equal parts and will be awarded accordingly to **03 (three)** different contractors. This is acceptable to me/us.

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 par' with Company's Internal Estimate, inclusive of all overheads, taxes, duties, levies etc. except PF & GST in accordance with the Contract Terms & Conditions, which I/ we have fully understood.

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

- 1.0 Bid will be rejected straightway if the Vendor Name does not match with corresponding Vendor Code and/or OIL Registration no.
- 2.0 Bid will be rejected if submitted without the sign and/or seal of the bidder.

Note:

- 1.0 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.
- 2.0 If more than one bid is received from any bidder, Company reserves the right to reject all such bids. However, Company, at its discretion, may consider any one of such bids.

Signature of bidder with Seal

Date:



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

SEALED Bids 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
Exterior Painting including minor Repairing works at 89 Nos of Jr. D+ & D Type (Two Bedded) bungalows in OIL Housing Area, Duliajan including supply of all materials expect cement.	Duliajan	20	43,39,391.89 (This amount will be divided into 03 equal parts and will be awarded to 03 bidders)	19.07.2018

2.0 All the tender documents are available at OIL's website 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 rates applicable for this tender will be the rates of the Company's Internal Estimate (IE). The bidders will not be allowed to quote their own rates. The bidders are just required to submit the Proforma-I duly filled up and signed with firm's seal. If any rate is quoted by the bidder, such bids will be rejected straightway.

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. For award of 04 (four) numbers of contracts, 04 (four) numbers of Priority-1 bidders will be selected first through Draw of Lots. Then, one Priority-2 and one Priority-3 bidder will be selected for each contract through DOL. The contracts will be awarded to the Priority-1 bidders only. However, if due to any reason, Priority-1 bidder of any contract fails to accept the LOI/ is found non-eligible/ fails to execute the work, then Company reserves the right to allot such contract to the Priority-2 bidder. In case of failure on the part of Priority-2 bidder or another Priority-1 bidder, the contract may be awarded to the Priority-3 bidder.

The above procedure of Draw of Lots 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.

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

7.0 Before tendering, the bidder is advised to inspect the works with permission from GM-Civil(HoD) or his representative, to assess the nature and extent of work 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.

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

9.0 No bidder must withdraw the bid after its public opening. Any such withdrawal will make the bidder liable to 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.

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

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

12.0 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.

13.0 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.

14.0 **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:

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.

15.0 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.

16.0 Price shall be firm throughout the whole contract period.

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

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

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

20.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the bidder shall be dealt as per OIL's banning policy dated 6th Jan 2017 available at OIL's website.

21.0 **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.

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

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts Department
Duliajan, District: Dibrugarh
Assam, PIN: 786602

Works Contract

DESCRIPTION OF WORK: Exterior Painting including minor Repairing works at 89 Nos of Jr. D+ & D Type (Two Bedded) bungalows in OIL Housing Area, Duliajan including supply of all materials expect cement.

GENERAL CONDITIONS OF CONTRACT (GCC)

MEMORANDUM OF AGREEMENT made this _____ day of _____ between OIL INDIA LIMITED a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the District of Dibrugarh, Assam (hereinafter called Company) of the one part and Shri/Smti _____ and Shri/Smti _____ carrying on business as partners /proprietor under the firm name and style of M/s. _____ with the main Office at _____ in the District of _____ aforesaid (hereinafter called 'Contractor') on the other part.

WITNESSETH:

1. a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms Part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract at 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 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 **20 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 of completion of 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 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 **32.01 %**.

21. SPECIAL INSTRUCTION

The contractor must bid 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 _____

Part-II SOQ

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

WORKS CONTRACT
Tender No. DCC8331L19

Sl. No.	Description of items	Quantity	UOM	Curr.	Rate
	GROUP-A SEC-A				
10	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	22,250	M2	INR	10.70
20	Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade: New work (Two or more coats applied @ 1.43 ltr/10 sq. m over and including base coat of water proofing cement paint applied @ 2.20 kg/10 sq. m).	22,250.00	M2	INR	106.33
30	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade: Two or more coats on new work.	6,230.00	M2	INR	76.58
40	Making or replacing solid bamboo structure members (rafters, purlins, runners etc.) including binding with 18G binding wire.	11,570.00	M	INR	42.64
50	Laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work upto plinth level: 1:3:6 (1 Cement: 3 coarse sand : 6 graded stone aggregate 20 mm nominal size)	89.00	M3	INR	1199.80
60	12 mm cement plaster of mix:1:4 (1 cement : 4 sand)	890.00	M2	INR	124.37
70	Pointing on brick work or brick flooring with cement mortar 1:3 (1 cement: 3 sand): Flush / Ruled / Struck or weathered pointing.	890.00	M2	INR	105.41
80	Dismantling C.I. or asbestos rain water pipe with fittings and clamps including stacking the material within 50 metres lead : 100mm dia pipe.	534.00	M	INR	31.35
90	Fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A including jointing with seal ring conforming to IS :5382 leaving 10 mm gap for thermal expansion, (i) Single socketed pipes-110 mm dia	534.00	M	INR	77.02

Sl. No.	Description of items	Quantity	UOM	Curr.	Rate
100	U-PVC pipes (working pressure 4 kg / cm ²) Single socketed pipe 110 mm dia.	534.00	M	INR	137.34
110	Fixing unplasticised -PVC pipe clips of approved design to unplasticised - PVC rain water pipes by means of 50x50x50mm hard wood plugs, screwed with M.S. screws of required length including cutting brick work and fixing in cement mortar 1:4(1 cement: 4 sand) and making good the wall etc. complete.-110 mm	178.00	EA	INR	150.26
120	UPVC pipe clip 110 mm bend	178.00	EA	INR	33.00
130	Lettering with black Japan paint of approved brand and manufacture (per letter per cm height)	7,921.00	NO	INR	2.94
140	Black Japan	89.000	L	INR	95.82
	GROUP-A SEC-B				
10	Supply of Broken stone-Boulder broken (25mm graded down to 12mm), hard and clean.	83.660	M3	INR	2372.48
20	Supply of Sand for general use with normal moisture content to be clean and free from clay rubbish.	64.970	M3	INR	917.70

Grand Total Contract Cost: ₹ 43,39,391.89

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.
2. The total tender value as indicated above will be split into 03 (three) numbers of contracts of equal contract value of **₹ 14,46,463.96** which will be awarded to 03 (three) numbers of bidders.

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

WORKS CONTRACT

PARTICULAR SPECIFICATIONS AND INSTRUCTIONS:

1. SCOPE OF WORK: Exterior Painting including minor Repairing works at 89 Nos of Jr. D+ & D Type (Two Bedded) bungalows in OIL Housing Area, Duliajan including supply of all materials except cement.

2. MATERIALS:

Paints, oils, varnishes etc. of approved brand and manufacture shall be used. Ready mixed paints as received from the manufacturer without any admixture shall be used. If for any reason, thinning is necessary in case of ready mixed paint, the brand of thinner recommended by the manufacturer or as instructed by the Engineer-in-Charge shall be used. Approved paints, oils or varnishes shall be brought to the site of work by the contractor in their original containers in sealed condition. The materials shall be kept in the joint custody of the contractor and the Engineer-in-charge. The empties shall not be removed from the site of work, till the relevant item of work has been completed and permission obtained from the Engineer-in-Charge.

3. COMMENCING WORK:

Scaffolding: Wherever scaffolding is necessary, it shall be erected on double supports tied together by horizontal pieces, over which scaffolding planks shall be fixed. No ballies, bamboos or planks shall rest on or touch the surface which is being painted. Where ladders are used, pieces of old gunny bags shall be tied on their tops to avoid damage or scratches to walls. Painting shall not be started until and unless the Engineer-in-Charge has inspected the items of work to be painted, satisfied himself about their proper quality and given his approval to commence the painting work. Painting, except the priming coat shall generally be taken in hand after all other builders work, practically finished. The rooms should be thoroughly swept out and the entire building cleaned up at least one day in advance of the paint work being started. The scaffolding required for painting work, shall be strong enough and of approved materials by the Engineer-in-charge. Before use of scaffolding, it has to be inspected and approved by the Engineer-in-charge or authorized representative.

4. PREPARATION OF SURFACE:

The surface shall be thoroughly cleaned. All dirt, rust, scales, smoke and grease shall be thoroughly removed before painting is started. Minor patches if any in plastered/form finished surfaces shall be repaired and finished in line and level in C.M. 1:1 and cracks & crevices shall be filled with approved filler, by the contractor at no extra cost to the Department. The prepared surface shall have received the approval of the Engineer-in-Charge after inspection, before painting is commenced.

5. APPLICATION:

Before pouring into smaller containers for use, the paint shall be stirred thoroughly in its containers. When applying also, the paint shall be continuously stirred in the smaller containers so that consistency is kept uniform. The external surfaces of the buildings under reference including the R.C.C. Jalli, fins and the panels above and below the window etc. shall be finished in different colours of approved shade. The contractor will make suitable samples at site for Department's approval before taking up the work in hand and they will be allowed to proceed with the work only after getting Department's approval for the same. The painting shall be laid on evenly and smoothly by means of crossing and laying off, the later in the direction of the grain in case of wood. The crossing & laying off consists of covering the area with paint, brushing the surface hard for the first time and then brushing alternately in opposite directions two or three time and then finally brushing lightly in direction at right angles to the same. In this process, no brush marks shall be left after the laying off is finished. The full process of crossing and laying will constitute one coat. Where so stipulated, the painting shall be done with spraying. Spray machine used may be (a) a high pressure (small air aperture) type or (b) a low pressure (large air gap) type, depending on the nature and location of work to be carried out. Skilled and experienced workmen shall be employed for this class of work. Paints used shall be brought to the requisite consistency by adding a suitable thinner. Spraying should be done only when dry condition prevails. Each coat shall be allowed to dry out thoroughly and rubbed smooth before the next coat is applied. This should be facilitated by thorough ventilation. Each coat except the last coat shall be lightly rubbed down with sand paper or fine pumice stone and cleaned of dust before the next coat is laid. No left over paint shall be put back into the stock tins. When not in use, containers shall be kept properly closed. The final painted surface shall present a uniform appearance and no streaks, blisters, hair marks from the brush or clogging of paint puddles in the corners of panels, angles of mouldings etc. shall be left on the work. In case of cement based paints/primers, the absorbent surfaces shall be evenly damped so as to give even suction. In any weather, freshly painted surfaces shall be kept damp for at least two days. In painting doors and windows, the putty around the glass panes must also be painted, but care must be taken to see that no paint stains etc. are left on the glass. Tops of shutters and surfaces in similar hidden locations shall not be left out while painting. Perspect covers of electrical switch boxes have to be painted from inside by removing them. Care shall be taken while removing them in position after painting with respective approved paints. In painting steel work, special care shall be taken while painting over bolts, nuts, rivets, overlaps etc. The additional specifications for primer and other coats of paints shall be as in accordance to the detailed specifications under the respective headings. Any damage caused during painting work to the existing works/surfaces shall be made good by the contractor at his own cost.

6. BRUSHES AND CONTAINERS:

After work, the brushes shall be completely cleaned off paint and linseed oil by rinsing with turpentine. A brush in which paint has dried up is ruined and shall on no account be used for painting work. The containers, when not in use, shall be closed, kept air tight and shall be kept at a place free from dust. When the paint has been used, the containers shall be washed with turpentine and wiped dry with soft clean cloth, so that they are clean & can be used again.

7. MEASUREMENT:

- a) Painting, unless otherwise stated shall be measured by area in square metre. Length and breadth shall be measured correct upto two places of decimal of a metre.
- b) No deduction shall be made for opening not exceeding 0.05 sq. m and no addition shall be made for painting to the beading, moulding edges, jambs, soffits, sils, architraves etc. of such openings.
- c) In measuring painting, varnishing, oiling etc. of joinery and steel work etc., the coefficients as in the following table shall be used to obtain the areas payable. The coefficients shall be applied to the areas measured flat and not girthed in all cases.
- d) In case of painting of door shutter with push plates in plastic laminate, deduction will be made for area of such laminations.

8. PRECAUTIONS:

All furniture, lightings, fixtures, sanitary fittings, glazing, floors etc. shall be protected by covering and stains, smears, splashing, if any shall be removed and any damage done shall be made good by the contractor at his cost.

9. PAINTING PRIMING COAT ON WOOD, IRON OR PLASTERED SURFACES:**Primer:**

- a) The primer for wood work, iron work or plastered surface shall be as specified in the description of the item.
- b) Primer for Wood work/ Iron & Steel/ Plastered/ Aluminum surfaces shall be as specified below:

SN SURFACES PRIMER TO BE USED

- (a) Wood work (hard & soft wood): Pink conforming to I.S.3536-1966
 - (b) Resinous wood and ply wood: Aluminum primer
 - (c) Iron & Steel, Aluminum and galvanized Steel work: Zinc chromate primer conforming to I.S. 104-1962.
 - (d) Plastered surfaces, cement brick work, Asbestos surfaces for oil bound distemper and paint: Cement Primer
- c) The primer shall be ready mixed primer of approved brand and manufacture.

Preparation of surface:

- a) Wood work: The wood work to be painted shall be dry and free from moisture. The surface shall be thoroughly cleaned. All unevenness shall be rubbed down smooth with sand paper and shall be well dusted. Knots, if any, shall be covered with preparation of red lead made by grinding red lead in water and mixing with strong glue sized and used hot. Appropriate filler material with same shade as paint shall be used where so desired by the Engineer-in-charge. The surface treated for knotting shall be dry before painting is applied. After the priming coat is applied, the holes and indentation on the surface shall be stopped with glaziers putty or wood putty (for specifications for glaziers putty and wood putty- refer as mentioned here-in-before). Stopping shall not be done before the priming coat is applied as the wood will absorb the oil in the stopping and the latter is therefore liable to crack.

- b) Iron and Steel Work: All rust and scales shall be removed by scrapping or by brushing with steel wire brushes. Hard skin of oxide formed on the surface of wrought iron during rolling which becomes loose by rusting, shall be removed. All dust and dirt shall be thoroughly wiped away from the surface. If the surface is wet, it shall be dried before priming coat is undertaken.
- c) Plastered Surface: The surface shall ordinarily not be painted until it has dried completely. Trial patches of primer shall be laid at intervals and where drying is satisfactory, painting shall be taken in hand. Before primer is applied, holes and undulations shall be filled up with Plaster of Paris and rubbed smooth.

Application: The primer shall be applied with brushes, worked well into the surface and spread even and smooth. The painting shall be done by crossing and laying off as described here-in-before.

Other Details: The specifications for Painting (General) shall hold good so far as it is applicable.

10. GENERAL:

All materials used in the work shall conform to the latest revision of the relevant Indian Standard Specifications to the extent practicable. Where no such specifications exist they shall be of the best quality available in the market. Wherever ISI certified materials and products are available these alone shall be used. Unless specially provided for in the contract the tendered rates shall include the cost of carriage, transport, loading, unloading and stacking as directed for all materials required on the work. Where a tender provides a rate for transport of materials, it includes for all loading, unloading and stacking on the site in such position and manner as directed.

11. SITE CLEARANCE:

Felling trees, including cutting and uprooting of tree stumps as and when required, cleaning grass and disposal of all debris before starting of the work and after completion of the work at contractor's own cost

12. PREPARATION OF SITE

The land described or shown on the site plan shall be cleared of all obstructions, rubbish, brush wood, jungle and bamboo clumps as directed by the Site Engineer.

13. WATCHING AND LIGHTING:

The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer-in-charge for the protection of the works or for the safety and convenience of those employed on the public.

14. CONTRACTORS SUPERVISION:

Site Supervision Staff: The Contractor shall engage and keep at site, qualified technical staff/Engineer with necessary supporting supervisory staff or sufficient experience of all types of works covered by this contract and they should have all necessary authority to receive materials from the Company, issue valid receipt for the same, engage labour etc. and proceed with the work as required for speedy execution of the work

15. INSPECTION AND APPROVAL:

All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Engineer-in-charge or his authorized representative when each stage is ready. In default of such notice, the Engineer-in-charge shall be entitled to appraise the quality and extent thereof.

16. WORKING DURING NIGHT OR ON SUNDAYS AND HOLIDAYS:

Subject to any provision to the contrary contained in the contract, none of the permanent works shall be carried out during night or on Sundays or on authorized holidays without the permission in writing of Engineer-in-charge except when the work is unavoidable or absolutely necessary for the safety of life, property of works in which case the Contractor shall immediately advise the Engineer-in-charge accordingly.

17. CONTRACTORS GODOWN:

The contractor shall construct at his own cost suitable godown at site of work for storing adequate quantity of materials in weather proof walls.

18. PLANT & MACHINERY:

Contractor shall at his own expenses provide equipment and machinery.

19. CONTRACTORS SUPERINTENDENCE:

The contractor shall employ one or more competent and qualified technical person/s and supervisor/s whose name/s shall have to be communicated in writing to the Engineer-in-charge by the contractor at the site of work during all working hours and any orders or instructions which the Engineer-in-charge/Engineer's representative may give to the said representative of the contractor, shall be deemed to have been given to the contractor.

20. SAFETY OF CONTRACTORS EMPLOYEES:

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

The Contractor shall at all times, take all reasonable precaution for the safety of employees, including those of sub-contractors in the performance of his contract and shall comply with all applicable provisions of both Central as well as the State Safety Laws. In addition to the safety provision already included in the tender, the contracting officer shall include the safety requirements recommended

In the event that the Contractor fails to comply with these provisions, the contracting officer may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of the work, thereafter, a start order for resumption of work may be issued at the discretion of the contracting officer. The Contractor shall make no reason of or in connection with such stoppage.

Contractor shall have at least one person fully trained in First Aid present at the site of work all the time.

Contractors must report to the Engineer-in-charge through their contracting officers every accident involving their Personnel, OIL Property or Personnel, Property or Personnel of other Contractors working on the site.

Contractors must report to the Engineer-in-charge immediately on becoming aware of any accident giving the following information.

- a) Name of the informant
- b) Nature and location of incident being reported
- c) Name of/supervisor/Engineer-in-charge, location and telephone number where he can be reached.

Contractors shall submit their investigation reports, through their contracting officer, to the Engineer-in-charge immediately but not later than 3 working days after the occurrence of accident.

21. A site order book will be maintained at site which will be in the custody of the Engineer-in-charge or his representative and all instructions given to the Contractor will be recorded in the site order book and the same has to be signed by the contractor to comply with the instruction given therein.

22. A register to be maintained at site which will be in the custody of the Engineer-in-charge or his representative to maintain the records of cement the same has to be signed by the contractor

23. A separate register to be maintained at site by the contractor to record the works executed and remarks columns to be added in this to record the hindrance.

24. 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.

25. 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 6th Jan 2017 available at OIL's website.

26. 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 EQUIPMENTS

Tender No. DCC8331L19

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:** Cement (will be issued from Company's Go-down at Duliajan or other go-downs)

2) **PLANTS AND EQUIPMENT:** Nil

NOTE: All empty cement bags must be returned to Materials Go-down, Duliajan failing which ₹ 8.00 (Rupees Eight only) per bag for empty cement bags will be recovered from the Contractor's bill.

Tender No.: DCC8331L19

SAFETY MEASURES

To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602

SUB: SAFETY MEASURES

DESCRIPTION OF WORK/SERVICE: Exterior Painting including minor Repairing works at 89 Nos of Jr. D+ & D Type (Two Bedded) bungalows in OIL Housing Area, Duliajan including supply of all materials expect cement.

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
- b) The names of the 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.: DCC8331L19

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

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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. DCC8331L19

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 LOI)

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

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