

To

GAUHATI UNIVERSITY, ,Department of Geological  
Sciences,GUWAHATI,ASM,781014

From

OIL INDIA LTD,PIPELINE HEADQUARTERS,UDAYAN  
VIHAR,NARENGI,GUWAHATI-781171**Payment Advice**

Beneficiary Code	: 0000410072	Payment Ini. Date	: 01-10-2021
Beneficiary Name	: GAUHATI UNIVERSITY	Amount	: 3,56,097.20
Beneficiary A/c No.	: XXXXXXX1817	Company Name	: OIL INDIA LTD
Beneficiary IFSC Code	: SBIN0002060	Payment Ref. No.	: 8000126720
UTR Number	: UTIBR52021100100330003	Bank Ref. No.	: CR0004831119
Amount in Words	: <b>Three Lakh Fifty-Six Thousand Ninety-Seven Rupees and Twenty Paise Only</b>		

Dear Sir/Madam,

We have initiated your payment to RBI through RTGS on 01-10-2021 for an amount of INR **3,56,097.20 (Three Lakh Fifty-Six Thousand Ninety-Seven Rupees and Twenty Paise Only)** , the details of which are mentioned below. In case of any clarifications related to this transaction, kindly contact the concerned officials at OIL INDIA LTD.

Sr.No.	Invoice Number	Invoice Date	Invoice Amount	Other Deductions	Tax	Net Amount
1	GUGEOLIL211	02-07-2021	3,96,409.20	00.00	40,312.00	3,56,097.20



**OIL INDIA LIMITED**

**CONTRACT NO. 6111265 DATED 17-01-2018**

**REF: LOA NO. PL/CONT-03/3-9/F-1774/1919 OF 29-01-2018**

**HIRING THE SERVICES FOR INDUSTRY-  
ACADEMIA COLLABORATIVE RESEARCH PROJECTS  
ON " GEOLOGICAL MAPPING OF THRUST BELT AREA" WITH  
GAUHATI UNIVERSITY FOR A PERIOD OF 2 (TWO) YEARS  
UNDER CENTRE OF EXCELLENCE FOR ENERGY STUDIES  
OFFICE, RUKMNIGAON, OIL INDIA LIMITED, G.S. ROAD,  
GUWAHATI, ASSAM**

**BETWEEN**

**OIL INDIA LIMITED**

**&**

**M/S. DEPARTMENT OF GEOLOGICAL SCIENCES**

**GAUHATI UNIVERSITY**

Contractor: Sarat Phukan, Sarat Phukan,  
Associate Professor  
Department of Geological Sciences  
Gauhati University, Guwahati-14  
7/3/2018

Company :



## WORKS CONTRACT

6111265/CGI

## DESCRIPTION OF WORK/SERVICE :-

Hiring the services for Industry-Academia Collaborative Research Projects on " Geological Mapping of Thrust Belt Area" with GAUHATI University under Centre of Excellence for Energy Studies Office, Rukmnigaon, G.S. Road, Guwahati, Assam

GENERAL CONDITIONS OF CONTRACT(GCC)

MEMORANDUM OF AGREEMENT made this 1st day of February, 2018 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 Sarat Phukan and Shri/Smti [Signature] carrying on business as partners /proprietor under the firm name and style of M/s. Depth of Geological Sciences with the main Office at Guwahati in the District of Kamrup 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 .

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. 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 Officer/Representative and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

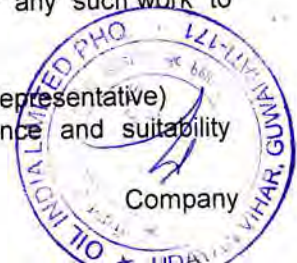
3. The Company's Officer/Representative shall have power to:

a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not upto the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

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

c) Order the Contractor to remove or replace any workman who he (The Officer/Representative) considers incompetent or unsuitable; the Officer/Representative's opinion as to the competence and suitability

Contractor Sarat Phukan  
Sarat Phukan,  
Associate Professor  
Department of Geological Sciences  
Gauhati University, Guwahati-781045



of any workman engaged by the Contractor shall be final and binding on the Contractor.

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

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

4. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.

5. The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract upto the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Officer/Representative in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

6. The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts :-

- i) The Mines Act.
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The Payment of wages Act, 1963.
- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- vii) Employees Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) AGST Act.
- xi) Service Tax Act.

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

7. The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.

8. The duration of the contract shall be 104 Weeks from the commencement date mentioned in the work order. The contractor must complete the work within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

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

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

Contractor Sarat Phukan  
Associate Professor  
Department of Biological Sciences  
Gauhati University, Guwahati-14



cancel the Contract and / or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

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

10. The tendered all-inclusive Price (i.e. the Contract price) is Rs. 3,983,562.00 (RUPEES THIRTY-NINE LAKH EIGHTY-THREE THOUSAND FIVE HUNDRED SIXTY-TWO ONLY) 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, upto the amount of 92.5% of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Officer/Representative 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 regulation 89(a) and 89(b) in the Oil mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.

16. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities.

17. The Contractor shall deploy local persons in all works.

18. The Contractor shall not engage minor labour below 18 (eighteen) years of age under any circumstances.

19. The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act. (latest editions).

20. Special Conditions

a) The amount of retention money shall be released after 6 (six) months from the date of issue of completion certificate from concerned department.

b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.

c) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of

Contractor *Sarat Phukan*  
Sarat Phukan,  
Assistant Professor  
Department of Geological Science  
Jawahar University, Guwahati-14



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

#### 21. ARBITRATION :

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

Place of Arbitration : PHQ, GUWAHATI .

#### 22. FORCE MAJEURE :

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

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

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

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

#### 25. SET OFF CLAUSE :-

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

#### 26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

#### 27.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION AND/ OR COMPLETION OF WORKS AND SERVICES

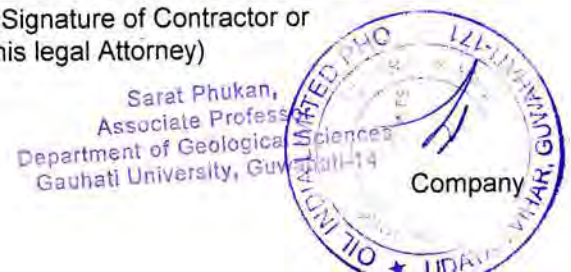
27.1 In normal case of works /service contracts, liquidated damages will be applicable @ 0.5% of the contract value per week or part thereof, for delay in contract mobilization /completion date subject to a maximum ceiling of 7.5% of contract value .

IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above :-

S  
SIGNED & DELIVERED FOR AND  
ON BEHALF OF

*S Sarat Phukan*  
\_\_\_\_\_  
(Signature of Contractor or  
his legal Attorney)

Contractor *Sarat Phukan*  
Sarat Phukan,  
Associate Professor  
Department of Geological Sciences  
Gauhati University, Guwahati-14



----- by the hand

of -----  
its Partner/Legal Attorney

And in presence of

Dr. T. Satish Kumar, Dy. CG

Date: 01/02/2018

SIGNED & DELIVERED FOR & ON  
BEHALF OF OIL INDIA LIMITED

Date 01/02/2018

Sarat Phukan

(Full Name of Signatory)  
Sarat Phukan,  
Associate Professor  
Department of Geological Sciences  
Gauhati University, Guwahati-14

(Seal of Contractor's Firm)

W [Signature]

(Signature of witness)

PRADIP BORGHAIN

(Full Name of Signatory)

Address:

[Signature]

(Signature of Acceptor)

Designation DSM (cont) A/L

Sarat Phukan,  
Associate Professor  
Department of Geological Sciences  
Gauhati University, Guwahati-14

Contractor Sarat Phukan



## WORKS CONTRACT

Contract No. 6111265/CGI

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

Service Line No.	Description of Work	Unit in Words	Quantity	Rate per Unit (Figs & Words) (Rs.)	Amount (Rs.)
10	Project-1Gauhati University Yr-1 Phase-1	Number	1.000	1,012,770.0000 (RUPEES TEN LAKH TWELVE THOUSAND SEVEN HUNDRED SEVENTY ONLY)	1,012,770.00
20	Project-1Gauhati University Yr-1 Phase-2	Number	1.000	675,180.0000 (RUPEES SIX LAKH SEVENTY-FIVE THOUSAND ONE HUNDRED EIGHTY ONLY)	675,180.00
30	Project-1Gauhati University Yr-1 Phase-3	Number	1.000	675,180.0000 (RUPEES SIX LAKH SEVENTY-FIVE THOUSAND ONE HUNDRED EIGHTY ONLY)	675,180.00
40	Project-1Gauhati University Yr-2 Phase-1	Number	1.000	675,180.0000 (RUPEES SIX LAKH SEVENTY-FIVE THOUSAND ONE HUNDRED EIGHTY ONLY)	675,180.00
50	Project-1Gauhati University Yr-2 Phase-2	Number	1.000	337,590.0000 (RUPEES THREE LAKH THIRTY-SEVEN THOUSAND FIVE HUNDRED NINETY ONLY)	337,590.00
60	GST @ 18%	Lumpsum	607,662.000	1.0000	607,662.00

Grand Total Amount(Rs) : 3,983,562.00  
( RUPEES THIRTY-NINE LAKH EIGHTY-THREE THOUSAND FIVE HUNDRED SIXTY-TWO ONLY )

Final Offer      100.00 % of Rs. 3,983,562.00      Rs: 3,983,562.00  
(RUPEES THIRTY-NINE LAKH EIGHTY-THREE THOUSAND FIVE HUNDRED SIXTY-TWO ONLY)

Contractor



Sarat Phukan,  
Associate Professor  
Department of Geological Sciences  
Gauhati University, Guwahati-14

1





**WORKS CONTRACT**Special Conditions of Contract(SCC)

Contract No.: 6111265/CGI

**A) DESCRIPTION OF WORK :**

1.0 Oil India Limited had organized the 1st Industry-Academia meet with universities of North-East at Guwahati on 23rd Nov, 2015. The objective of the meet was to collaborate with the universities on projects of mutual benefit. After detailed deliberations with the universities, it was decided to focus on unexplored areas in Fold and Thrust Belt of Assam-Arakan Basin. Exploration in Fold and Thrust belt regions is hindered due to tough logistics, lack of accessibility and most importantly technological limitations to understand geologically complex areas. The current understanding is that the region has significant potential for both conventional and unconventional hydrocarbons. However, systematic study has not yet been done to evaluate the hydrocarbon potential covering the entire Fold and Thrust Belt region.

2.0 The projects on geological mapping of the Thrust Belt will cover Naga Schuppen Zone and Assam # Arakan Fold Belt Thrust Belt area in parts of Assam, Arunachal Pradesh, Manipur, Nagaland and Mizoram with an area of approximately 80,000 sq km. The main objective of study is to evaluate the hydrocarbon prospects of Fold and Thrust Belt area of Assam-Arakan Basin, review/update the geological maps of the basin, understand active petroleum system elements and also evaluate the shale oil/gas potential. OIL does not have the required manpower resources and the expertise to carry out a detailed geological study, including mapping of the vast Thrust Belt area.

3.0 Therefore, the universities from the North-East were approached to undertake projects to generate geoscientific information which will help in further understanding the hydrocarbon prospectivity of the area. Subsequently, four Universities namely Gauhati, Dibrugarh, Nagaland and Manipur Universities submitted their proposals for carrying out projects (project proposals are attached). It may be noted that the universities of Northeast are geographically located close to the study area and also have the necessary expertise to carry out the study. The universities in other parts of the country do not have the required expertise of working in the Thrust Belt area. Moreover, it will be logistically very difficult for the universities from the other parts of the country to carry out geological field studies in the Thrust belt area. All the four universities are government-funded, non-profit Institutions, and therefore, will charge as per the actual expenditure in carrying out the studies. Moreover, their accounts are audited as per the university guidelines.

MOU for Industry Academia collaboration has been signed between OIL & Gauhati University on 18.07.2017. As per the MoU, following project is being given on nomination basis to Dept. of Geological Sciences, Gauhati University.

Project Title: Study of hydrocarbon potential, depositional environment and geological mapping of the Disang-Barail transitional sequence in Assam, Nagaland and Arunachal Pradesh.

Project Time period: 2 years.

Cost of the project (including 18% GST) is Rs. 3983562.00 (1st year Rs.2788493.40 & provision for 2nd year : Rs. 1195068.60).

Scope of the Project:

This project is proposed to study the area covering the schuppen belt and the Inner Paleogene Fold belt of Assam-Arakan Basin. Also, this project deals with the organic geochemical and petrographical characters of the Disang-Barail transition of Assam and Nagaland to establish its hydrocarbon potential and depositional

Contractor *Sarat Phukan*  
Sarat Phukan,  
Associate Professor  
Department of Geological Sciences  
Gauhati University, Guwahati-14



environment in different parts of the basin. The data will also be used for understanding depositional environment and facies variation in the Eocene-Oligocene Disang-Barail Sea. The various analyses and information are to be integrated with the geological understanding of the area.

#### B) OTHER CONDITIONS :

I. The tentative time frame shown above is for broad indicative purposes only. While the time taken for individual phases may vary somewhat from above estimates, the submission of Final Report (i.e. completion of Phase 5) to Company is to be done within two (2) years of the start of the project.

II. Department of Geological Sciences should nominate one Principal Investigators, one co-investigator and one Research Fellow. Principal Investigators should have experience at least 10 years in geological studies and Research Fellow should have Masters Degree in Geology with one year experience in geological studies.

III. As per MoU, GU should nominate 2 members for Joint Coordination Team (JCT). The JCT shall endeavour to take decisions unanimously and constant touch through electronic medium and shall meet at least twice a year to identify and firm-up specific projects/activities.

IV. The Principal Investigator should submit the final report to CoEES, OIL in both hard copy (3 Nos.) and soft copy. Before submission of the final report, the Principal Investigator will have to make a detailed presentation on their findings at CoEES, OIL, Guwahati.

#### V. Payment Schedule

The project was initiated under Industry-Academia collaboration and is non-profit in nature. TOTAL COST OF THE PROJECT FOR 2 YEARS: RS.3983562.00/- (INCLUDING 18%GST).

The payment will be made after completion of each phase as per the payment schedule agreed in the MoU. The Universities have informed that they are exempted from paying income tax under section 10 of the Income Tax Act (copy of the circular attached). Therefore, it is proposed that no tax may be deducted at source, while making payment to the universities. Also, since the projects are collaborative, research projects.

VI. PERFORMANCE SECURITY DEPOSIT FOR THIS CONTRACT IS NOT APPLICABLE

VII. LIQUIDATED DAMAGES (L/D) ARE NOT APPLICABLE FOR THIS CONTRACT

VIII. NO RETENTION MONEY MAY BE KEPT AFTER THE SUCCESSFUL COMPLETION OF THE PROJECT

IX. CONTRACTOR ARE ALSO REQUESTED TO REFER THE TAXES AND DUTIES CLAUSE DURING GST REGIME ATTACHED VIDE ANNEXURE-I FOR COMPLIANCE

Contractor

  
Sarat Phukan,  
Associate Professor  
Department of Geological Sciences  
Gauhati University, Guwahati-14

2



**OIL INDIA LIMITED**  
**(A Govt. of India Enterprise)**  
**Udyan Vihar, Narengi, Guwahati, Assam**  
**WORKS CONTRACT**

**CONTRACT NO. 6111265**

**SPECIAL TERMS AND CONDITIONS : II**

**The following clauses of GCC are modified and to be complied as under:**

**A. GCC CLAUSES:-**

**1 Clause Nos. as follows :**

a)	1 (a)	The Word	-	Part- II, III & IV,
b)	2	The Word	-	Part-II.
c)	3 (e)	The Word	-	Part-II& III ,
d)	4	The Word	-	Part II,
e)	10	The Word	-	Part-II.

❖ **Please ignored all the above words of the clauses**

2. **Clause No. 3. (b) :** “ Order the Contract to remove any inferior material ..... by any other means at the Contractor’s expenses”.

❖ **Please ignored the above clause**

3. **Clause No. 3. (d) :** “ Issue to the Contractor from time to time during the progress ..... carryout and be bound by the same”.

❖ **Please ignored the above clause**

4. **Clause No. 6. (i) :** “ Mines Act”.

❖ **Please read the clause as Factories Act and Rules instead of Mines Act.**

5. **Clause No. 6. (X & Xi) :** “AGST Act & Service Tax Act”

❖ **Please read the clauses as GST**

6. **Clause No.15. :** “ The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with **regulation 89(a) and 89(b) in the Oil Mines Regulation 1984.** The company's representative shall not allow/accept those men who are not provided with the same.”

Contractor

  
Sarat Phukan,  
Associate Professor  
Department of Geological Sciences  
Gauhati University, Guwahati-14



- ❖ Please read the clause as *Factories Act and Rules instead of regulation 89(a) and 89(b) in the Oil Mines Regulation 1984.*
7. Clause No. 16: “All statutory taxes ..... inclusive of all tax liabilities.
- Please read the clause as *GST 18% considered change in GST in OIL Account.*
8. Clause No. 17. : “ The Contractor shall deploy local persons in all works”
- ❖ *Shall deployed local person wherever require.*
9. Clause No. 19. : " *The Contractor and his /her workmen shall strictly observe the rules and regulations as per Mines Act.*"
- ❖ Please read the clause as *Factories Act and Rules instead of Mines Act*
10. Safety Measures (SM):-
- Clause No. d): “..... *We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel.*”
- ❖ Please read the clause as *Factories Act and Rules instead of Oil Mines Regulations, 1984*
11. Clause No. 27.0: “*Liquidated damages for delay in mobilisation and /or completion of works and services.*
- Sub-Clause 27.1
- In normal cases of works/service contracts, liquidated ..... 7.5% of Contract Value.*
- ❖ *Please ignore both the above clauses*

**IN CASE OF ANY CONTRADICTION, SCC WILL PREVAIL**

Contractor

*Sarat Phukan*

Sarat Phukan,  
Associate Professor  
Department of Geological Sciences  
Gauhati University, Guwahati-14



**WORKS CONTRACT**

Schedule of company's Plants, Materials and Equipments

Contract No.: 6111265/CGI

---

Contractor

*Sarat Phukan*

Sarat Phukan,  
Associate Professor  
Department of Geological Sciences  
Gauhati University, Guwahati-14



To

DY. GENERAL MANAGER (CONTRACTS)  
Oil India Limited  
PHQ, GUWAHATI

SUB:SAFETY MEASURES  
Contract No : 6111265/CGI

Description of work/service :

Hiring the services for Industry-Academia Collaborative Research Projects on " Geological Mapping of Thrust Belt Area" with GAUHATI University under Centre of Excellence for Energy Studies Office, Rukmnigaon, G.S. Road, Guwahati, Assam

Sir,

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

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following

- i) Sarat Phukan
- ii) \_\_\_\_\_
- iii) \_\_\_\_\_

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)  Sarat Phukan,  
Associate Professor  
Department of Geological Sciences  
Gauhati University, Guwahati-14

Date \_\_\_\_\_

Yours Faithfully  
M/s Sarat Phukan

Sarat Phukan,  
Associate Professor  
Department of Geological Sciences  
Gauhati University, Guwahati-14

SM

CONTRACTOR  
FOR & ON BEHALF OF

A long, thin, blue diagonal line is drawn across the page, extending from the lower-left quadrant towards the upper-right quadrant.



**CONTRACT NO. 6111265**

**ANNEXURE - I**

**INDIRECT TAXES (G.S.T.)**

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
  - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
  - (b) Cess - means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
  - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
2. Vendor/Supplier/Contractor is required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profitteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the Vendor/Supplier/Contractor must confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and must also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the Vendor/Supplier/Contractor to ensure that the intended benefits of GST have been passed on to OIL.
3. Where Purchase Orders (POs)/ Contracts have been placed prior to GST Regime and supplies are effected during GST Regime, it is made clear that any statutory variation (increase/decrease) due to introduction of GST, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence. However, any increase any statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account. (Vendor/Supplier/Contractor are required to submit a comparative tax analysis for the bills presented for payment after introduction of the GST).
4. Vendor/Supplier/Contractor agrees to do all things but not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and also for claiming input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.

Contractor

  
Sarat Phukan,  
Associate Professor  
Department of Geological Sciences  
Gauhati University, Guwahati-14





5. In case Input Tax Credit of GST is denied to OIL or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by Vendor/Supplier/Contractor, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all such claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such an amount demanded and recovered by the authorities/ state authorities from the pending payments of the Vendor/Supplier/Contractor.
6. GST liability, if any on account of supply of free samples against any tender or purchase order shall be to bidder/supplier's account.

\*\*\*\*\*

Contractor

*Sarat Phukan*

Sarat Phukan,  
Associate Professor  
Department of Geological Sciences  
Gauhati University, Guwahati-14

