

OIL INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
PIPELINE HEADQUARTERS
POST BAG NO 102
GUWAHATI – 781001 (ASSAM)

SEALED Tenders are invited from Registered OIL 'A' Class contractor along Pipeline for the following works:

TENDER NOTICE NO.	DESCRIPTION OF WORKS	LOCATION	TIME OF COMPLETION	SECURITY DEPOSIT
G020373L11 dated 15.12.2010	Extension of A-Type quarters (8 units) at PHQ-Noonmati.	PHQ- Noonmati.	40 (Forty) weeks	2.5%

2. Sealed envelopes containing the tender shall be marked with the above Tender Number and description of work bid/tender opening date and addressed to the **Chief Engineer (Civil)-PL, PHQ, Noonmati**. All tenderers other than Oil Registered contractor shall deposit in form of bank draft/cash to the Company an earnest Money of Rs.....x..... (Rupeesx.....) only. This Earnest money shall be refunded to all unsuccessful, non-registered tenderers, but is liable to be forfeited in full or part at Company's discretion as per Clause No 8 below. Tenders received without Earnest Money in the manner specified above will be summarily rejected.
3. Tenders will be received upto 2.00 PM (IST) on **31.12.2010** and opened on the same day at 2.15 PM (IST) at the office of the **Chief Engineer (Civil)-PL, PHQ, Noonmati** in the presence of attending tenderers. Tenders can be dropped in the tender box placed in the office of the **Chief Engineer (Civil)-PL, PHQ, Noonmati**.
4. All requests for tender papers may be accompanied with crossed "**Payee Account only**" Bank Draft/Banker's cheque of **Rs 500.00** (Rupees five hundred) only towards cost of tender papers drawn in favour of **Oil India Limited** payable at Guwahati or a pay in slip in case of deposit in the Oil's Account with the Bank. The applications along with the above documents should reach to the office of the **Chief Engineer (Civil)-PL, PHQ, Noonmati** on or before **29.12.2010**. Tender documents may be had from, and the OIL General Conditions of Contracts, the Standard Specifications and relevant drawings may be seen in the office of **Chief Engineer (Civil)-PL, PHQ, Noonmati** on working days during the office hours from **20.12.2010 to 29.12.2010**. The Company reserves the right to reject any/all application(s) without assigning any reason.
5. The rates shall be quoted per unit as specified in the schedule of work (Part-II) and shall be in words as well as in figures. No over-writing shall be allowed, but all corrections may be inserted in the blank space above the corrected words/figure and must be initialed. In case of discrepancy, the rates, quoted in words shall be considered to be correct.
6. Before tendering, the Tenderer is advised to inspect the work site with permission from the **Chief Engineer (Civil)-PL, PHQ, Noonmati** or his representative to assess the nature and extent of the work and the conditions under which it will be carried out, may also seek such clarification from this office as deemed necessary.
7. The Company reserves the right of rejecting any or all tenders or accepting and tenders in part without assigning any reason, the tender papers if personally not collected after notification will be sent to the applicant by registered post. However, Company will be not responsible for any delay or non-receipt of the same.
8. a) No tenderer must withdraw the tender after its Public opening. Any such withdrawal will make the tenderer liable to forfeit his Earnest Money in full, and be debarred from further tendering at the sole discretion of the Company and the period of debarment in no case shall be less than 6 (six) months. In such case OIL registered contractor shall be debarred from further tendering for a minimum period of 6 (six) months.
b) Once a withdrawal letter is received from any bidder the offer will be treated as withdrawn and no further claim/correspondence will be entertained in this regard.
9. The tender must be valid for 180 days from the date of opening of tender.

10. Conditional tenders are liable to be rejected at the discretion of the Company.
11. The work may be split-up among more than one contractor at the sole discretion of the Company.
12. The work shall have to be started within 7 (seven) days from the date of work order.
13. Time shall be regarded as the essence of the contract and the failure on the part of the contractor to complete the work within the stipulated time shall entitle the Company to recover liquidated damage and/or penalty from the contractor as per terms of the tender contract.
14. The Schedule tenderer will be required to enter into a formal contract which will be based on his tender on the OIL Standard Form of Contract.
15. The successful tenderer(s) shall furnish a security deposit in form of Bank Draft as specified above before signing the formal contract. The security deposit together with Earnest Money will be treated as security money and will be refunded to the contractor after satisfactory completion of the work, but part or whole of which shall be used by the Company in realization of liquidated damages if any, or for adjustment of compensation/loss due to the Company for any reason. This security money shall not earn any interest.
16. Tenders may be sent by registered post addressed to the **General Manager (PLS), Oil India Limited, P.O. Udayan Vihar, Guwahati** so as to reach his office before scheduled closing date and time. Company will not be responsible for any postal delay or non-receipt of the same.
17. The amount of retention money shall be released after 6 (six) months from the date of issue of completion certificate from concerned department and this money shall not earn any interest.

CHIEF ENGINEER (CIVIL)-PL
FOR: GENERAL MANAGER (PLS)

CC: GM (PLS) / HEAD – (PL – OPS) / CM (F&A)
NOTICE BOARD – PHQ
OILWEB/GOVT.WEB
F/MW

OIL INDIA LIMITED

(A Govt. of India Enterprise) Fax No. 01-0361-22540686
 Udayan Vihar, Narangi, Guwahati,
 Assam.

WORKS CONTRACT**G020373L11****DESCRIPTION OF WORK/SERVICE:-**

Re-alignment of Entrance Road at PHQ-Noonmati.

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/M/s _____ and Shri/Smti/M/s _____ 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 _____ PHQ-Noonmati.

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/their 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/they (The Officer/Representative) considers incompetent or unsuitable, the Officer/Representative's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.

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

e) Order deviations in Part-II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed. The rates to be applied for such Deviation Order shall be the same for those appearing in Company's Schedule of Rates 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 contract. 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 be0 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 ½% (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 utilization of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of ½% (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 critically 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 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..... (Rupees.....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 and regulations framed under the Contract Labour (Regulation and Abolition) Act.

12) Wages shall be paid by the Contractor to the workmen directly without any intervention of any Jamadars or Thekadars 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 finalized.

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 worker's 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 and 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-NOONMATI.

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) 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 WORK AND SERVICE.

27.1 In normal case of works/service contracts, liquidated damages will be applicable @ 0.5% of the contract value per week of 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 his legal Attorney)

----- by the hand
of -----
its Partner/Legal Attorney

(Full Name of Signatory)

(Seal of Contractor's Firm)

And in presence of

(Signature of witness)

Date: -----

(Full Name of Signatory)

Address

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Designation-----

Date-----

To
CEPL (CIVIL)PHQ
Oil India Limited
PHQ-Noonmati.

SUB: SAFETY MEASURES
Tender No: G020373L11

Description of work/service:

Re-alignment of Entrance Road at PHQ-Noonmati.

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 to personnel under item(s) (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 properly 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 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)

Date

Yours faithfully

M/s.....

CONTRACTOR
FOR & ON BEHALF OF

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Udayan Vihar, Narangi, Guwahati,
Assam

Fax No. 91-0361-22540686

WORKS CONTRACT

Special Conditions of Contract (SCC)

Tender No. G020373L11

-
- 1) The following drawings are to be followed in the execution of this Contract:
 - 2) Scope of work under this Tender/Contract comprises of:
 - (a) **Section A:**
Works as detailed under item Nos..... to.....in Part and includes
 - (i) Local (not exceeding 8 Km from Company's stockpile) transport of Company's materials as specified under Part IV. Proper storing thereof at the site of work section/blending any other suitable maintenance/operations for final incorporation in the works as per specifications.
 - (ii) Supply and use of all materials required for temporary incorporation in works excluding such items as may be included in Section 'B' below.
 - (iii) Supply of all tools, accessories, supports, fixture etc. as are necessary of proper execution of the work.
 - (b) **Section B:**
Supply of specified materials at site of work (item No..... to..... In Part II) and includes.
 - (i) Payment of all royalties' taxes etc. and transportation to work site and stacking/storing at sites defined by the Company.
 - (ii) Proper approval of the sample of materials by the Company. Any materials found not conforming to specification must be removed from site within 24 hours.
 - (c) **Section C:**
 - 1) Contractor shall have to arrange all plants and equipments to properly execute and complete the job in all respects to the satisfaction of the Engineer.
 - 2) Water will have to be arranged by the contractor from his own sources to complete the job in time.
 - 3) Contractor shall observe all safety regulations and security measures enforced by the Company, which are subject to change from time to time.
 - 4) All products supplied and/or works carried out must be in accordance with Rules and Regulations on Safety, Occupational Health and Environment protection stipulated by Government of India, State Governments, National/International Regulatory Bodies, and Rulings of Honorable Courts etc.
 - 5) Ensure that products supplied and/or works carried out do not affect environment, else take steps to mitigate any possible affect on environment.
 - 6) Ensure that products supplied and/or works carried out do not affect safety and health of employees,work personnel and other stakeholders, else take steps to mitigate any possible affect on safety and health.
 - 7) Promote resource conservation and recycle options.
 - 8) Prevent occupational diseases and accord due concern for our/your employees health as well as the community around operational areas.
 - 9) Work towards preserving ecological balance and heritage in operational areas.
 - 10) The contractor shall observe and be responsible for all safety measures as per the prescribed norms for high risk structures.
 - 11) The workmen engaged by the contractor shall be provided with safety helmets, safety belts, associated safety accessories etc by the contractor as his own cost.
 - 12) The contractor shall arrange for provisions of all scaffolding for lift involved.
 - 13) The contractor shall take out comprehensive contractors all risk (CAR) insurance policy for his working personnel at work site.

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Udayan Vihar, Narangi, Guwahati,
Assam

Fax No. 91-0361-22540686

WORKS CONTRACT

Schedule of Company's Plants, Materials and Equipments

Tender No. G020373L11

Subject: Registers & records

As per Contract Labour (R&A) Act 1970 and Central Rules 1972 it is mandatory to maintain the following records in order at the place by contractor(s).

- i) Register of workmen Employed by Contractor – Form XIII.
- ii) Employment Card – Form XIV.
- iii) Muster Roll – Form XVI.
- iv) Register of Wages – Form XVII.
- v) Wage Slip – Form XIX.
- vi) Register of Deductions for Damage or loss – Form XX.
- vii) Register of Fines – Form XXI.
- viii) Register of Overtime – Form XXIII.

In order to avoid any legal complicity, you are requested to maintain the above records in order at the work place.

- a) SCHEDULE OF MATERIALS AVAILABLE AT THE COMPANY'S STOCK PILES for permanent incorporation in works and
- b) SCHEDULE OF COMPANY'S PLANTS AND EQUIPMENTS for use in the execution of works.

NO	DESCRIPTION	REMARKS
(a)	Cement: Bitumen VG10: (80/100)	Cement and Bitumen will be supplied from Company's stores at PHQ- Noonmati free of cost, which the contractor shall have to transport at his/their own cost from store to the site of work.
(b)	Plants and equipments:	NIL

NOTE:

- 1) The Contractor is to arrange transport of the above materials to site of work and for safe custody thereof which no extra payment will be made.
- 2) If materials listed above are not available, reasonable substitute will be provided by the Company and Contractor shall incorporate in the works without extra cost.
- 3) Containers must be returned to the Engineer in the good condition.
- 4) Plants and equipments issued to Contractor must be under proper watch so that no part is pilfered: these must be handled only by Company's operators. Contractor shall be responsible for any loss or damage to these plants and equipments while these under his custody.
- 5) Cement / Bitumen / Tarfelt issued to the Contractor by the Company' is meant only for the specific Company work relating to the Contract. However, if any quantity of cement / Bitumen / Tarfelt is left over from the quantities issued, for any reason whatsoever, on the completion/cancellation/termination of the contract, the same shall have to be returned to the Company in full within one week of completion/cancellation of the work failing which the matter will be referred to appropriate Govt. authorities for legal action as well realization of the Cement/Bitumen/Tarfelt.
- 6) All other materials issued to the Contractor by the Company if subsequently found to be excess of the actual requirement will have to be returned by the Contractor within two weeks of Completion of the work, failing which the cost of all such materials will be recovered from the Contractor at double of the value of the materials without any reference to him.
- 7) Minimum 90% of the empty cement bags are to be returned to the Company in good condition, failing which a recovery of **Rs 8.00 (Rupees eight only)** per bag will be made from the bill.
- 8) Empty Bitumen drums are to be returned in good condition in full quantity as issued, failing which recovery of **Rs 90.00 (Rupees ninety only)** per drum will be made from the bill.

GENERAL HSE POINTS INCORPORATED IN CONTRACT

- 1) It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to Health, Safety and Environment 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 opening. 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 sub or sub-sub Contractor.
- 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 Personal Protective Equipment as per the hazard identified and risk assessed for the job and confirming to statutory requirement and comply PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness ha 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 personal before commencement of the work.
- 3) The Contractor shall prepare written Safe Opening 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 and material from 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 update SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- 6) Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
- 7) All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME and PME.
- 8) The contractor shall submit to DGMS returns indicating – Name of his firm, Registration number, Name and address of the person heading the firm, Name of work, type of deployment of work persons, Name 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 and 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 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 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 Contractor in authorized Health Centre as per Oil's requirement and proof of such test(s) is to be submitted to OIL. The frequency of periodic examinations should be every five years for the employees below 45 years of aged and every three years for employees of 45 years and above.
- 17) To arrange daily tool box meeting and regular site Safety meetings and maintain records.
- 18) Records of daily attendance. Accident reports 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, cooperative with his or her employer or other persons so far as is necessary to enable compliance with any equipment 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 Mine owner.
- 22) In case Contractor is found non-compliance of HSE laws as required, Company will have the right for directing the Contractor to take action to comply with the requirements and 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 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 changes of his contractual employees as far as practicable.
- 25) The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.
- 26) For any HSE matters not specified in the contract documents, the Contractor will abide and relevant and prevailing Acts/Rules/Regulations pertaining to Health. Safety and Environment.

