

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

M/s.
India

TENDER NOTICE NO.: DCC7360L08

Date: 26.11.2007

SEALED Tenders on percentage rate basis are invited from Registered O.I.L. Class OIL REGISTERED A & B Contractors for the following work:

DESCRIPTION OF WORK	LOCATION	TIME OF COMPL. (Weeks)	Estimated Contract Cost(ECC) of the work(Rs)	i)Bid Closing/ Opening date ii)Earnest money Deposit (Rs) @0.5% of ECC (if applicable)
EARTH FILLING IN BHOGPARA OCS.	BHOGPARA	12 (twelve) WEEKS	0.00	29.12.2007 0.00 (\$ZERO)

2.0 SEALED ENVELOPES Containing the Tender shall be marked at the top with the above Tender Number and description of work and addressed to the

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

3.0 Tenders 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 his office before any attending tenderers. Tender box is placed at the office of Head - Contracts.

4.0 (i) The bidders should not quote their rates for individual items. They should offer their overall rate only as a percentage of Company's internally estimated cost within the limit of (-10%) of the internal estimated contract cost. However the bids with rates quoted at below(-10%) of the internal estimated cost will be rejected outright. In case of any identical situation, the L-1 bidder will be decided through draw of lots.

(ii) The rates shall be quoted as a percentage of the Grand Total (mentioned in Part-II) and shall be in figures as well as in words. No overwriting shall be allowed. However, in case of correction, the same must be initialed. In case of discrepancy, the rates quoted in words shall be considered.

(iii) Estimated contract cost is inclusive of applicable VAT.

5.0 Before tendering, the tenderer is advised to inspect the work site with permission from Chief Engineer (Civil) or his representative, to assess the nature and extent of work and the conditions under which it will be carried out. He may also seek such clarification from this office as are deemed necessary. 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 within the same Zone.

6.0 The Company reserves the right of rejecting any or all tenders, or accepting any tender in part, without assigning any reason.

7.0 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.

8.0 The tender must be valid for 180 (One Hundred and Eighty) days from the date of opening of the tender.

9.0 Conditional tenders are liable for rejection at the sole discretion of the Company.

10.0 Recommended bidder(s) will be required to furnish the following before issuance of Letter of Intent.

(a) PAN/GIR details.

(b) VAT registration details.

(c) Direct P.F. Code or exemption certificate from concerned authority or a declaration that the provision of P.F. Act is not applicable to him/them and in case the P.F. is required to be deposited later on, the same will be deposited by the Bidder(s).

11.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name tender documents have been purchased/issued along with one or more of the following documentary evidences(which are applicable to the bidder) in support of the same.

01. In case of Sole Proprietorship Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.

02. In case of HUF-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.

03. In case of Partnership Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.

04. In case of Co-Operative Societies-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.

05. In case of Societies registered under the Societies Registration Act -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.

06. In case of Joint Stock Companies registered under the Indian Companies Act -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.

07. In case of Trusts registered under the Indian Trust Act - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies Service Tax and Central Excise Registration Certificate.

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 tenderer will be required to enter into formal contract, which will be based on his tender on the OIL Standard Form of Contract.

14.0 The work may be split up amongst more than one Contractor at the sole discretion of the Company.

15.0 Tenders can be dropped in the tender box placed at the Office of the Head - Contracts or can be sent by registered post addressed to

Head - Contracts
OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts, 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 All works Contracts where the completion time is less than 6(six) months, excluding location work, no price escalation towards materials or Labour will be entertained.

17.0 If any applicant does not collect the tender paper in specified time, even after notification, the same shall be sent by registered post to them. Any delay in receipt or non-receipt will not be attributed to the Company, i.e. Oil India Limited.

18.0 The Contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers payment.

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

HEAD- CONTRACT
For EXECUTIVE DIRECTOR(SS)

Copy :

| With a request to have
| the above Notice displayed
| on their Notice Boards.

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

WORKS CONTRACT

DCC7360L08

DESCRIPTION OF WORK/SERVICE :-

EARTH FILLING IN BHOGPARA OCS.

PART - I CONDITIONS OF CONTRACT

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 _____ .

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 memo towards forest produce used against the contract to Head (Civil) from the authorities prior to processing of final payment. In absence of cash memo, 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 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

Contractor

1

Company

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 who he (The Engineer) considers incompetent or unsuitable; the Engineer'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 Rate in force on the date of issue of such Deviation Order, to which the contractor has no objection if contractor's quoted rate is higher than internally estimated rates. However, if the contractor's quoted rate is lower than internally estimated rate's, then the applicable rate of payments for such deviated items shall be in the same percentage difference with the Company's internal estimate applicable in the particular zone and that of the contract rate. In case of variation in quantity of any item from the quantity mentioned in the schedule of works during actual execution, the contractor will have no objection to carry out the positive varied quantity at contract rate or internally estimated rate which ever is lower.

f) In case, the contract has to be engaged/utilized at any other zone (other than the zone of originally allocated work) due to operational exigencies, the same percentage difference with respect to the OIL Schedule of Rates applicable to the new zone (of actual deployment) shall be applicable, irrespective of the change from lower zone to higher zone or vice-versa. The contractor shall have no objection to any change in zone/location and also agree to the applicability of same percentage difference with respect to the OIL Schedule of Rates applicable to the corresponding new zone (of actual deployment).

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. 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 within the same Zone.

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 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 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 Contractor must complete the work within 12 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 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 15% (fifteen p.c) 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 15% (fifteen percent) of total contract cost.

The Head(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 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 90% (ninty percent) 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 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 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.

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 day, 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 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 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 12% 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.

Based on contractor's declaration regarding P.F. & Wage component in last page of part-II, the same will be incorporated in the contract.

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 day's 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 be strictly observed 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 all 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. work. twice in a week for necessary technical guidance and advices from Engineer- in-charge or site-in-charge.

21. SPECIAL INSTRUCTION

The contractor must pay its employees the prevailing minimum labour wage for each day of work. However, OIL has some identified WCLs who are entitled to receive a special rate of wages which is higher than the minimum wages per day. In case of engagement of such identified WCLs, the contractor has to make payment of these WCLs as per entitlement to be indicated by OIL. OIL shall reimburse the difference of payment made to these identified WCLs over the prevailing minimum labour wage rate subject to production of documentary evidence of engaging them. The contract cost is based on minimum wage of 0.00 ().

22. ARBITRATION :

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

Place of Arbitration : DULIAJAN .

23. FORCE MAJEURE :

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

24. LB 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.

25. 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.

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

(Full Name of Signatory)

of -----
its 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 _____

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

Tender No. DCC7360L08

Part II - Schedule of Work, Unit, Quantities, Rates and Prices.

Service Line No.	Description of Works	Unit	Qty	Estimated Rates per unit (Rs)	Estimated Amount
GROUP A					
SECTION A					
Labour supervision and related transport wherever applicable					
10	Earth filling in 150mm layers, consolidating each layer by ramming and without watering including dressing and levelling (breaking clods, lumps, etc.) using earth newly cut from distance upto 30.00m away and lift if any not exceeding 2.00m.	Cubic meter	6,000.000	58.14	348,840.00
20	Extra over item no. RII-311 to RII-312. for every additional 15.00m lead or part thereof over the 1st 30.00m but upto a maximum distance of 150.00m over the 1st 30.00m.	Cubic meter	12,000.000	4.85	58,200.00
30	Collecting / excavating sand, soil, silt, ordinary earth from any sources, load into lorries, transport it to distant place of work including procuring earth and laying in layer of 150mm thickness and dry ramming, profile properly made, for taking measurement, rate including all measurable lead upto 30.00m and lift as required. (The contractor shall be responsible for all formalities of supply of earth such as purchase of land and	Cubic meter	1,500.000	142.94	214,410.00

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

Tender No. DCC7360L08

Part II - Schedule of Work, Unit, Quantities, Rates and Prices.

Service Line No.	Description of Works	Unit	Qty	Estimated Rates per unit (Rs)	Estimated Amount
40	including, royalties, monopoly / other statutory taxes as required at any distance). Dressing and levelling the ground surface including removing grass and undergrowth and necessary cutting and filling earth, if any, upto 150mm depth including disposal of rubbish lead upto 50.00m outside of periphery in all kind of soil.	Square meter	5,000.000	3.56	17,800.00

Total of SECTION A Rs. 639,250.00

Total of GROUP A Rs. 639,250.00

(As per Company's estimate including PF @12% & AGST @8.8% with wage component 0.00 and all applicable taxes) and considering the prevailing minimum labour wages of 0.00

OIL INDIA LIMITED
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Contracts, Duliajan

Tender No. DCC7360L08

Part II - Schedule of Work, Unit, Quantities, Rates and Prices.

Service Line No.	Description of Works	Unit	Qty	Estimated Rates per unit (Rs)	Estimated Amount
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Grand total of all groups Rs. 639,250.00
Add PF Amount Rs. 0.000

Grand Total Contract Cost: Rs. 639,250.00

TO BE FILLED BY BIDDER

I/we on this ____ day of _____ 20 __, hereby offer to execute the work described above at the rate of _____% above */ below */ at par */ the Company's estimated total contract cost including PF & AGST in accordance with the Contract terms & conditions, which I/we have fully understood.

[* Indicate one only striking out the others and quote with figures and words upto two places after decimal.

** In case of any discrepancy in rates quoted in words and figures, the rates quoted in words will be considered.

*** If any corrections in quoted rates are made, same has to be signed by the concerned bidder. If the same is not signed, the bid will be rejected outright]

Note :

1.0(a) The %age rate offered by the bidder over the Company's internal estimated contract cost shall be applicable uniformly towards all individual items. During the actual execution of the contract, if any deviated/additional items are required, which were not covered in the tender, applicable rate of payment for such items shall be in the same %age difference with the Company's internal estimate applicable in the particular zone and that of the contract rate or at the current OIL schedule of rates whichever is lower. In case of variation in quantity of any item from the quantity mentioned in the schedule of works during the actual execution, the contractor will have no objection to carry out the varied quantity at the same rate, terms and conditions of the contract or at the current OIL schedule of rates whichever is lower.

1.0(b) In case, the contract has to be engaged/utilized at any other zone (other than the zone of originally allocated work) due to operational exigencies, the same percentage difference with respect to the OIL Schedule of Rates applicable to the new zone (of actual deployment) shall be applicable, irrespective of the change from lower zone to higher zone or vice-versa. The contractor shall have no objection to any change in zone/location and also agree to the applicability of same percentage difference with respect to the OIL Schedule of Rates applicable to the corresponding new zone (of actual deployment).

2.0 In case of any identical situation, the L-1 bidder will be determined through draw of lots.

3.0 Offer not furnished in the above format as per instruction given above, shall summarily be rejected.

OIL INDIA LIMITED
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Contracts, Duliajan

WORKS CONTRACT

Particular Specifications and Instructions

Tender No.: DCC7360L08

SPECIAL CONDITIONS:

- 1) ALL SAFETY MEASURES ARE TO BE ADOPTED BY THE CONTRACTOR WHILE EXECUTING THE WORK.
- 2) WATCH AND WARD OF MATERIAL (ROAD ROLLER) SUPPLIED BY THE COMPANY FOR EXECUTING THE WORK IS CONTRACTOR'S RESPONSIBILITY AND FOR WHICH NO EXTRA PAYMENT WILL BE MADE.

OIL INDIA LIMITED
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WORKS CONTRACT

Schedule of company's Plants, Materials and Equipments

Tender No.: DCC7360L08

List of Materials:-

ROAD ROLLER.

To
EXECUTIVE DIRECTOR(SS)
Oil India Limited
DULIAJAN

SUB:SAFETY MEASURES
Tender No : DCC7360L08

Description of work/service :

EARTH FILLING IN BHOGPARA OCS.

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) _____
- 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)

Yours Faithfully

Date_____

M/s_____

CONTRACTOR
FOR & ON BEHALF OF