

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts Department,
Duliajan, DISTRICT: DIBRUGARH
ASSAM, PIN: 786602

M/s.
India

TENDER NOTICE NO.: DCO5620P10/AG

Date: 27.10.2009

OIL INDIA LIMITED invites SEALED TENDERS from experienced and approved Contractors/Firms for the under mentioned work:

DESCRIPTION OF WORK/ SERVICE.	LOCATION	CONTRACT PERIOD	i)Bid Closing/ Opening date ii)Earnest money deposit
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COLLECTION OF GAS FLOWMETER CHARTS OIL OPERATIONL AREAS as TWO (02) years
24.11.2009

AND OTHER RELATED MATERIALS. following:	(24 months)	7,000.00
UNMANNED INSTALLTIONS:	WITH A	(RUPEES
Derial Offtake, NHK#67	PROVISION FOR	SEVEN
Setup, Madhapur Oftake,	EXTENDING FOR	THOUSAND
NHK#21 Offtake,	ANOTHER	ONLY)
Anandapara Offtake,	ONE (01) YEAR.	
Makum EPS Offtake (HNE).		
There may be addition or deletion of 1 or 2 installations to the above list.		
MANNED INSTALLTIONS:		
Kathalguri FGS and Offtake point, FGS Madhuting, FGS-263 (Hatiali), FGS-Chabua, FGS-285 (Deohal), FGS-336 (Nagajan)		
There may be addition or deletion of 1 or 2 installations to the above list.		

- a) Earnest money deposited/Not deposited vide D.Draft/B.Cheque/Money Receipt
No. _____ dated _____ of _____
- b) Security Deposit will be Non-interest bearing 2.1/2% of the total contract price.
- c) Conditional/Non Conditional offer as per letter attached.

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

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

Contracts Department,
Duliajan, DISTRICT: DIBRUGARH
ASSAM, PIN: 786602

All tenderers shall deposit the requisite EARNEST MONEY alongwith the Tender in the form of Demand Draft/Banker's Cheque/Bank Gurantee in favour of M/s Oil India Limited and payable at ASSAM. This Earnest Money shall be refunded to all unsuccessful tenderers, but is liable to be forfeited in full or part, at Company's discretion , as per Clause No. 6 below. Tenders received without Earnest Money in the manner specified above will be summarily rejected.

3.0 Tenders will be received upto 12:45 PM (IST) on the date as mentioned above and opened on the same day at 12:45 PM (IST) at Head(Contracts)'s office before any attending tenderers. Tender box is placed at the office of Head(Contracts). However, if the above mentioned closing / opening day of the tender happens to be non-working day due to Bundh / Strike or any other reason, the tenders will be received and opened on the following working day at the same time except on Saturdays.

4.0 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 overwriting shall be allowed, but all corrections may be inserted in the blank space above the corrected word / figure and must be initialed. In case of discrepancy the unit rate quoted in words shall be considered to be correct.

5.0 The Company reserves the right to reject any or all the tenders or accept any tender in full or in part, without assigning any reason.

6.0 (a) No Tenderer must withdraw the tender after its public opening. Any such withdrawal will make the tenderer liable of forfeit his/her/their Earnest Money in full and debarred from further tendering at the sole discretion of the company and the period of debarment will not be less than 6 (six) months.

(b) Once a withdrawal letter is recived from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

7.0 The tender must be valid for 180 (One hundred & eighty) days from the date of opening of the tender.

8.0 Conditional tenders are liable to be rejected at the discretion of the Company.

9.0 Tenders can be dropped at the box placed at the office of Contract Department or can be sent by registered post addressed to

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Contracts Department,
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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.

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

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 The selected tenderer will be required to enter into a formal contract, which will be based on their tender i.e O.I.L's Standard Form of Contract.

13.0 The successful tenderer shall furnish a Security Deposit in the form of Demand Draft / Banker's Cheque / Cash as specified above before signing the formal contract. The Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

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

15.0 The work shall have to be started within seven days from the date of work order.

16.0 Time will 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 liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.

17.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

HEAD(CONTRACTS)
For HEAD (CONTRACTS)

OIL INDIA LIMITED
 (A Govt. of India Enterprise)
 Contracts Department,
 Duliajan, DISTRICT: DIBRUGARH
 ASSAM, PIN: 786602

WORKS CONTRACT

DCO5620P10/AG

DESCRIPTION OF WORK/SERVICE :-

COLLECTION OF GAS FLOWMETER CHARTS AND OTHER RELATED MATERIALS.

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. 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.

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 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.

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 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 104 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 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 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.

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 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 : ASSAM .

22. FORCE MAJEURE :

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

23. 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.

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)."

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

Date : _____

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Date_____

(Signature of witness)

(Full Name of Signatory)

Address:

(Signature of Acceptor)

Designation _____

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts Department,
Duliajan, DISTRICT: DIBRUGARH
ASSAM, PIN: 786602

WORKS CONTRACT

Tender No. DCO5620P10/AG

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

Service Line No.	Description of Work	Unit in Words	Quantity	Rate per Unit (Figures & Words)	Amount
10	<p>1.0 Chart collection Services</p> <p>:</p> <p>The job involvement is as under:</p> <p>1.1 For unmanned installations:-</p> <p>a) To carry metering charts inks etc, to the installation</p> <p>b) To change metering charts for orifice meter recorder.</p> <p>c) To wind the driving clock as directed by the company's representative.</p> <p>d) To put ink in the recorder pen nibs.</p> <p>e) The installations are Derial Offtake, NHK#67 Setup, Madhapur Offtake, NHK#21 Offtake, Anandapara Offtake, Makum EPS & Offtake (HNE).</p> <p>There may be addition or deletion of 1 or 2 installations to the above list.</p> <p>1.2 For manned installations:-</p> <p>a) To collect charts from the installation operators.</p> <p>b) To carry small quantity of diesel (not more than 20 ltrs), lube oil (not more than 10 ltrs), charts, ink, recorder materials, jute etc to the installations as and when required.</p> <p>c) The installations are as</p>	Days	730.000		

under:
FGS Kathalguri and Offtake
point, FGS Madhuting, FGS-263
(Hatiali),
FGS-Chabua, FGS-285 (Deohal),
FGS-336 (Nagajan).

There may be addition or
deletion of 1 or 2
installations to the above
list

20	Mobilization / Demobilization charge for Tools & safety gears at the begining of the contract.	Lumpsum	1.000
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Total Amount(Rs):

Note :- Bidder must include all liabilities including statutory
liabilities in their quoted rates.

OIL INDIA LIMITED
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Contracts Department,
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WORKS CONTRACT

Particular Specifications and Instructions

Tender No.: DCO5620P10/AG

Note:

1.0 The job involvement is as under:

1.1 For unmanned installations:-

- a) To carry metering charts inks etc, to the installation.
- b) To change metering charts for orifice meter recorder.
- c) To wind the driving clock as directed by the company's representative.
- d) To put ink in the recorder pen nibs.

The unmanned installations are Derial Offtake, NHK#67 Set-up, Madhapur Offtake, NHK#21 Offtake, Anandapara Offtake, Makum EPS Offtake (HNE).

There may be addition or deletion of 1 or 2 installations to the above list.

1.2 For manned installations:-

- a) To collect charts from the installation operators.
- b) To carry small quantity of diesel (not more than 20 ltrs), lube oil (not more than 10 ltrs), charts, ink, recorder materials, jute etc to the installations as and when required as per instruction of Engineer In-charge.
- c) The installations are as under:

The manned installation are:

Kathalguri FGS and Offtake point, FGS Madhuting, FGS-263 (Hatiali), FGS-Chabua, FGS-285 (Deohal), FGS-336 (Nagajan).

There may be addition or deletion of 1 or 2 installations to the above list

1.3 The job should be carried out on day to day basis through out the year including holidays and Sundays.

1.4 On everyday the vehicle with the technician should be placed at 5-30 AM at Production Gas Field office. The visit to the installations from Gas Field Office must start at 6-00 AM with necessary instructions from Company's representative(s). Otherwise it will be considered that the party failed to carry out the job for the day.

1.5 The contractor must note that the charts in unmanned installations need to be changed at a particular time. So the technician must arrive at the installation before 10 to 15 minutes of that to replace the charts in time.

1.6 The installations mentioned in Point 1.1 and 1.2 are within 35 to 40 Kms from Duliajan. Appropriate distance to cover the above installations (to carry out operations) may be 250 Kms/day.

1.7 The job will be considered completed after physical delivery of collected flow charts to the gas field office and materials to the destinations.

2.0 The services are to be rendered by deploying one vehicle with driver. The vehicle must meet the following conditions:

a) The vehicle should be either Mahindra Utility or Tata mobile type of not more than 02 (two) years old on the date of awarding the contract.

b) The vehicle must be mechanically acceptable.

c) The vehicle should be duly registered and insured against all risks at the contractor's cost. It also must have NOC from Pollution Control Authority.

d) The vehicle and the driver with valid papers are required to be properly updated for plying in the districts of Dibrugarh and Tinsukia, and available for instant scrutiny by authorized persons like security officer, police and designated representative of the company.

e) The company reserves the right to inspect the vehicle as and when required during the whole currency of the service period.

f) In case of any lapses, the company reserves the right to ask for replacement of the vehicle at a short notice (within 1 day). If the vehicle is not replaced, the party will not be allowed to carry out the job with immediate effect.

3.0 One technician (in addition to the vehicle driver) shall be deployed for carrying out the jobs. The technician must meet the following requirement:

3.1. The contractor should give two names of competent technicians so that the job is not affected in case one technician goes on leave.

3.2 The technicians must know how to read and write in English. He must be able to communicate with the Company personnel amicably.

3.3 They must have proper knowledge of natural gas handling with work experience in flow chart recorder (e.g. functioning of the recorder, changing of chart, winding of clock etc.) for not less than 05 years.

3.4 The certificate in respect of work experience of the technicians should be provided along with the bid.

3.5 They must have knowledge of oil field operation safety hazards.

3.6 Detailed Bio-data of both the technicians should be provided.

3.7 Physical fitness certificate of the technician must be submitted.

4.0 One authorized company employee may accompany the vehicle to inspect proper functioning of the job as and when desired by the job in-charge. The contractor shall make proper arrangement for his transportation without any extra cost.

5.0 The contractor shall be responsible for:

a) Providing valid OIL's identity cards and entry passes for the personnel so that they can move round in OIL's protected areas.

- b) Providing all personnel working in the vehicle with proper safety gears i.e. safety clothing, safety boots, hand gloves, safety helmet etc.
- c) Safety of the vehicle and any company material under the custody and for all activities during the execution of contractor. He shall provide accident insurance cover for his men and company's stocks in order to make good the value of stores lost in the event of accident.
- d) Ensuring safe working procedure while executing the jobs.

6.0 The rate agreed upon at the time signing of the contract shall be binding on both parties during the currency of the contract and no change of rate shall be allowed under any circumstances.

7.0 Initially the contract is for a period of two (2) years (24 months) only. If the performance is found to be satisfactory during the 2 years period the contract may be extended for another one year.

8.0 Penalty:

- a) Any willful negligence / act by the contractor worker resulting in injury or fatality of company / contractor personnel or loss / damage of any material belonging to the company shall make the contractor liable for penalty. The said cost of damage / loss shall be recovered from the contractor.
- b) If the contractor fails to carry out the job in any day, it will be considered as shutdown day and the payment will not be made for the day. If such shutdown days are more than 2 days in a month, the contractor will be penalized and recovery rate will be 1.5 times of daily rate up to 5 days. If the shutdown days are more than 5 days in a month, the penalty will be at 2.0 times of daily rate.
- c) The company reserves the right to terminate the contract, if the contractor fails to provide services for more than 6 days in a month without any valid reason or if the job carried out is found to be unsatisfactory.
- d) The penalty under clause No 9 (b) above shall not be applicable in case of extra-ordinary situation like bandh, strike, natural calamities, terrorist acts. Since the job will not be carried out in such situation, no charges will be paid for such shut down. Also no standby charge will be paid on such occasion.

9.0 HSE (Health, Safety & Environment)

9.1 It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health ,Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment , the environment, etc.) under the jurisdiction of the district of that state where it is operating. . Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.

9.2 Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. . However , it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work.

All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

9.3 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the

risk arising to men ,machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.

9.4 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.

9.5 Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.

9.6 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 .

9.7 All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT,IME & PME.

9.8 The contractor shall submit to DGMS returns indicating Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons

9.9 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

9.10 It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.

9.11 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.

9.12 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

9.13 The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.

9.14 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.

9.15 If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.

9.16 The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

9.17 To arrange daily tool box meeting and regular site safety meetings and maintain records.

9.18 Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

9.19 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.

9.20 A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

9.21 Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

9.22 In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

9.23 When there is a significant risk to health ,environment or safety of a person or place arising because of a non-compliance of HSE measures company will have the right to direct the contractor to cease work until the non-compliance is corrected.

9.24 The contractor should prevent the frequent change of his contractual employees as far as practicable.

9.25 The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

9.26 For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

9.27 A bridging document to be made with the contractor with roles and responsibilities clearly spelt out.

To
 HEAD (CONTRACTS)
 Oil India Limited
 ASSAM

SUB:SAFETY MEASURES
Tender No : DCO5620P10/AG

Description of work/service :

COLLECTION OF GAS FLOWMETER CHARTS AND OTHER RELATED MATERIALS.

Sir,

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

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

b) The names of the 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