

**OIL INDIA LIMITED**  
(A Government of India Enterprise)  
P.O. Duliajan, Pin – 786602  
Dist-Dibrugarh, Assam

**CORRIGENDUM NO. 1 DATED 21.10.2016 TO E-TENDER NO. CDI2729P17 for Hiring Services for high pressure Mobile Air Compressor Unit for Oil Field operation for a period of four (4)years**

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This Corrigendum is issued for the following changes against the referred tender:

- 1.** Part-III SCC against the tender as published stands **null & void**.
- 2.** Part-III SCC against the tender shall read as detailed in **Annexure-AA** to this Corrigendum.

Except for above, there are no other changes in the original NIT published earlier. Prospective bidders are requested to take note of these changes.

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**Annexure-AA****PART - III PARTICULARS, SPECIFICATIONS AND INSTRUCTIONS**

Special Conditions of the Contract shall be read / interpreted in conjunction with the General Conditions of the Contract, however if any part is observed to be repugnant or at variance with the provisions of the General Conditions of the Contract, to the extent it cannot be reconciled, the special conditions of the Contract shall override the general conditions for that part.

**1.0 DEFINITION OF SPECIAL TERMS :**

1.1 In this CONTRACT the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires.

1.2 #THE COMPANY/OWNER/OIL# means Oil India Limited, a Government of India Undertaking having its registered office at Duliajan, Assam.

1.3 The #ENGINEER/ENGINEER-IN-CHARGE (EIC) /COMPANY REPRESENTATIVE# means the person designated from time to time for supervision and liaison with the CONTRACTOR by OIL and includes those who are expressly authorized to perform on his behalf for operation of this CONTRACT. The Company will designate one or more EIC, who will be the contact persons for the Contractor. The EIC may sub-delegate responsibilities temporarily or for convenience of progress of the Work. The EIC shall be responsible for certifying quality as well as the measurement taken for progressive payments.

1.4 CONTRACTOR'S REPRESENTATIVE (S) means the person designated to act as a team leader for CONTRACTOR for execution of the project and also be the contact persons for the Company. Contractor may designate one or more EIC, who will be the contact persons for the Contractor.

1.5 The #WORK# mean and include all items to be supplied (unless specified), things to be done and services to be provided and activities to be performed by the CONTRACTOR, pursuant to and in accordance with the CONTRACT, or part thereof, as the case may be, and shall include all extra, additional, altered or substituted items/things/activities/services as required for purpose of the CONTRACT.

1.6 #MOBILISATION# means establishment of sufficiently adequate infrastructure by the CONTRACTOR at #SITE# comprising of construction equipments, aids, tools, tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organization comprising of Resident Engineers, Supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of Work at site(s), in accordance with the Implementation Schedule of completion of WORK. #MOBILISATION# shall be considered to have been achieved, if the CONTRACTOR has been able to establish infrastructure as per Implementation Schedule and to the satisfaction of ENGINEER-IN-CHARGE/Company.

1.7 The #PERIOD OF LIABILITY/PERFORMANCE LIABILITY PERIOD# in relation to a WORK means the specified period of 1(ONE) years from the date of COMPLETION CERTIFICATE upto the date of issue of FINAL CERTIFICATE during which the CONTRACTOR stands responsible for rectifying all defects that may appear in the WORKS executed by the CONTRACTOR in pursuance of the CONTRACT and includes warranties against Manufacturing/ Fabrication/ Construction defects covering all

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materials, plants, equipment, components supplied by the CONTRACTOR and WORKS.

1.8 #SITE# means the lands and other places on, under, in or through which the WORKS are to be carried out and any other lands or places provided by the Company for the purpose of the CONTRACT.

1.9 #PLANT# means all the facilities; infrastructure and works that are stipulated for creation /setting up /construction /laying /completion/integration vide TERMS OF REFERENCE & TECHNICAL SPECIFICATIONS (SECTION IV) of this tender document.

1.10 #COMPRSSOR UNIT# means air compressor of designated specification along with the truck.

1.11 #OPERATING HOURS# of the units means the actual operating hours of the compressor but not the working hours of the unit as a whole .It will be considered per hour or part thereof basis starting from the time the compressor unit delivers compressed air of required pressure up to the time the compressor unit stops giving compressed air.e.g. If the unit along with the crew is available at the work site for 10 hours and the compressor is run for 2 hours for the job then Operating hours will be considered as 2 hours only.

1.12 #DAY RATE CHARGE# means fixed charge of the compressor unit per day which will be inclusive of rental, all applicable taxes & duties, insurance, wages and other emoluments of the crew, which the contractor will have to engage and provide essentially for the continuous operation of the services rendered. The contractor shall have to ensure full compliance of all statutory acts as may be in force time to time governing the service rendered by the contractor which must include minimum wages, rest-days, holidays, overtime, annual leave, uniform, safety appliance, PF etc. No other separate charge on such account will be paid by the company. Any increase in the minimum wages of the crew or any other benefit and perquisites arising to the crew subsequent to the date of this agreement due to revision in the Minimum wages Act as applicable shall be borne solely by the contractor and deemed to be included in the fixed charge per month.

1.13 #OPERATING CHARGE #means the charge for actual OPERATING HOURS of the compressor (which includes cost of the rental , maintenance diesel and lub oil , tyre, tube battery, spares including all taxes etc.)

1.14 #SHIFTING CHARGE# means the charge payable for the distance travelled by the Compressor unit from the designated parking yard to the 1st location of work and subsequent location (s) and back to the parking location.

1.15 #OVERTIME#- means the extra working hours that is to be extended beyond the stipulated 12 hours working time per day Overtime charges will be payable only to the working personnel, but not for compressor unit.

1.16 #STIPULATED SERVICING HOUR# means 2 (TWO) days (i.e 48 hours) time granted to the contractor for maintenance of the unit. This facility limited to maximum of 4 instances for a total of 48 hours in a calendar month. Day rate charge shall be payable during the stipulated servicing period.

**2.0 Scope of Work :**

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The bidder shall provide the following services of Air Compressor as specified in the Tender document, but not limited to the following:-

2.1 The compressor unit will normally be deployed in company's operational area of Assam and Arunachal Pradesh.

2.2 To make available the compressor unit complete with accessories and man power at the work site as per requirement for day-to-day application.

2.3 The lines and fittings required for the jobs must comply the recommended ANSI / API grades to withstand the maximum operating pressure to ensure safe operation.

2.4 All the pipes and fittings associated with jobs shall be supplied by the contractor.

2.5 To hook up the necessary lines to the well / equipment and to operate the compressor as per technical requirement and or as directed by the site in-charge.

2.6 To operate and supply compressed air at a minimum discharge rate of 6.0 Cubic meter per minute up to an operating pressure of 120Kg/ cm<sup>2</sup> at exit temperature not exceeding 70°Centigrade.

2.7 The service of the unit will be normally utilized in a day from 07.00 hours to 19.00 hours. In the event of exigency, the working hours may be extended.

2.8 To disconnect and mobilize the compressor unit from one site to another site / from parking place to another site within a short notice.

2.9 Necessary safety gears viz helmet, safety shoe, hand gloves etc. must be supplied by the contractor at his own cost.

2.10 The contractor shall produce all the updated statutory compliances like Road Tax, Pollution Certificate, Road Permit or any other document that may necessary as per the law of the land.

2.11 The compressor unit must be available for 24 hours throughout the months except the stipulated 2(two) days / 48hours time allowed for maintenance of the unit as defined in the para-1.16 of Special Terms & Conditions.

2.12 The contractor will be allowed a refuelling time of 30(thirty) minutes at one instance in a day .This time will not be charged to the contractor. The kilometre incurred for this purpose will be booked to Contractor's account.

**3.0 KEY PERSONNEL:**

The Contractor must provide required key personnel of proper qualification and experience as mentioned in the annexure 1 of BEC / BRC.

**4.0 LABOUR :**

Before starting the Work the Contractor shall obtain a license from competent authority under the Contract Labour Act 1970 and furnish a copy of it to the Company. The recruitment of the labour shall be met mainly from the areas of operation and wages will be according to the rates prevalent at the time, which can be obtained from the District Authorities of the area. The facilities to be given to the

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labourers should conform to the provisions of labour laws as per Contract Labour (Regulation and Abolition) Act, 1970.

**5.0 ASSOCIATION OF THE COMPANY'S PERSONNEL :**

5.1 The Company may depute one or more than one representative(s) / engineer(s) to act on its behalf for overall co-ordination and operational management at location. The Company's representative will be vested with the authority to order any changes in the scope of Work to the extent so authorised and notified by the Company in writing. He shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the Contract.

5.2 The Company's representative(s) shall have free access to all the equipment of the Contractor during operations as well as idle time for the purpose of observing / inspecting the operations performed by the Contractor in order to judge whether, in the Company's opinion, the Contractor is complying with the provisions of the Contract.

**6.0 SAFETY MEASURES:**

The following safety guide lines/ measures will be strictly followed by the contractor.

i. " Work Permit" , if required, shall be obtained from the concerned Section Engineer of the section before starting of the work and will be renewed from time to time as required. Further competent representative of the contractor with the approval of M/S OIL will have to be present at the work site throughout the working time to ensure compliance of safety measures while executing the job at site.

ii. Any other safety measures that might require to be adopted during the work will be intimated and shall be strictly followed by the contractor.

iii. Stand by fire fighting equipment, if required, will be deployed at the work site by OIL. However, at least two of the contractor's personnel deployed for the work must be capable of handling the fire fighting equipment at the time of emergency and the persons will have to be present at the work site throughout the working time. If required the contractor's nominated persons will be imparted training on handling such equipment by OIL's Fire Service department.

iv. 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.

v. 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

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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.

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

vii. 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.

viii. 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.

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

x. 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.

xi. 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.

xii. 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

xiii. 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.

xiv. 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.

xv. 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.

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

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

xviii. 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.

xix. 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.

xx. 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.

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

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

xxiii. 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.

xxiv. 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.

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

xxvi. 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.

xxvii. 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.

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

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

xxx. 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.

**Annexure-AA****7.0 PROTECTION OF PROPERTY AND EXISTING FACILITIES :**

7.1 The Contractor shall perform each Work in such a manner as will prevent damage to the Company's property and conform to and be consistent with, operational practices of hydrocarbon industries. Any permanent damage / loss to the Company's pipeline, assets and plants due to actions undertaken by the Contractor in order to provide the services envisaged under this Contract shall have to be remedied by the Contractor, entirely at their own cost. This cost shall include and not be limited to actual replacement of such damaged pipeline, assets or plants, or payment of actual replacement cost in relation thereto as may be incurred by the Company.

7.2 The CONTRACTOR shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of COMPANY or any third party including overhead and underground cables and in the event of any damage resulting to the property of COMPANY or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by COMPANY or ascertained or demanded by the third party shall be borne by the CONTRACTOR.

7.3 The CONTRACTOR shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of COMPANY or any third party including overhead and underground cables and in the event of any damage resulting to the property of COMPANY or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by COMPANY or ascertained or demanded by the third party shall be borne by the CONTRACTOR.

**8.0 PERFORMANCE OF WORK :**

The Contractor shall submit daily reports to EIC detailing progress of different operations as per the scope of the Work. The Company, at its option may change the periodicity of such reports. In addition, they shall submit the complete job report (with all pertinent details to serve permanent record) within 15 (Fifteen) days from the date of completion of each individual job. The manner and the speed of execution and maintenance of the operations are to be conducted in a manner to the satisfaction of the Company's representative. Should the rate of progress of the operations or any part of them is at any time too slow in the opinion of the Company's representative, (to ensure completion of the operations within schedule) the Company's representative may so notify the Contractor in writing. The Contractor shall reply to the written notice giving details of the measures, which he proposes to take to expedite the operations. If no satisfactory reply to the Company's notice is received in seven days, the Company shall be free to take necessary actions as deem to be fit.

**9.0 PERMITS & CERTIFICATES :**

The Contractor shall procure, at his expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the works is to be performed, and Contractor further agrees to hold COMPANY harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. COMPANY will provide necessary permits for Contractor's personnel to undertake any Work in India in connection with Contract.



**Annexure-AA****10.0 POLLUTION AND CONTAMINATION :**

Contractor shall be responsible for loss or damage from pollution or contamination arising out of or resulting from any of the Contractor's services/operation unless such pollution or contamination is for reasons beyond the control of the Contractor.

**11.0 RESPONSIBILITIES OF THE CONTRACTOR :**

11.1 The Contractor shall be responsible for all that are covered in Special Terms & Conditions, Schedule of Rates , General Conditions of Contract and elsewhere expressed in this tender document and subsequently, stipulations of the Contract agreement to be entered into between the Company & the Contractor.

11.2 The Contractor shall bear all the cost in his quoted price towards mobilisation at site and demobilisation including bringing in equipment, work force, materials, dismantling the equipment and clearing the site etc.

11.3 The Contractor shall take utmost care for not damaging or interfering with any Public Utility System, OIL's benchmarks, proximate facilities & operations during execution of the project. Any inadvertent damage / interference caused however shall be expressly repaired / restored to the original state by the Contractor at his own cost.

11.4 The primary responsibility for providing requisite service shall rest with the primary bidder entirely. Accordingly, the primary bidder must furnish an assurance to the Company (OIL) for undertaking a single-point responsibility for execution / completion of all aspects envisaged / covered under Special Terms & Conditions of this document.

**12.0 COMPANY'S OBLIGATIONS :**

12.1 Company will provide a secured parking yard with reasonable area for repairing and maintenance at Duliajan.

12.2 If situation demands, company will provide security for safe keeping of the unit at well site and other OIL's installations.

**13.0 CONTRACTOR'S SITE OFFICE :**

Immediately after intimation of award of the Contract, the Contractor shall open a SITE OFFICE (with telephone facilities) at a proximate location to the project site for supervision and control of project as well as effective liaison with the Company. The Contractor shall nominate Site-In-Charge(s) for coordination and supervision with the Company's Engineer-In-Charge.

**14.0 REPORTING OF PROGRESS & DOCUMENTATION :**

The Contractor shall submit daily and monthly reports to OIL's EIC as per the format which will be generated in mutual consultation on execution / progress of the service.

**15.0 LIQUIDATED DAMAGE :**

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15.1 To complete the mobilisation within 90 (ninety) days from the date of issue of the Letter of Award (LOA). (documentary evidence from original manufacturer regarding the capability to supply the equipment within the stipulated time frame is to be furnished in case of new purchase. For delay the Contractor will be levied liquidated damages at the rate of 0.5% per week or part thereof of the total fixed charge subject to a maximum of 7.5%.

15.2 If there is any loss / damage of company's equipment & materials due to fault of the Contractor (such as mishandling, negligence, adoption of wrong procedure, poor maintenance etc.), the Contractor will be penalized at the rate of actual cost (present value) of the equipment/materials.

15.3 Both the Contractor & the Company agree that the above percentages of liquidated damage is genuine pre-estimates of loss/damage, which the Company would have to suffer on account of delay/breach on the part of the Contractor and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such delay/breach. Decision of the Company in the matter of applicability liquidated damage shall be final & binding on the Contractor.

**16.0 SCHEDULE OF PAYMENT :**

Payment shall be made as per the following:

- i) The contractor must maintain a duly certified daily log book to log the day-to-day operations as per Pro-forma.
- ii) Prepare monthly kilometerage statement-cum-bill as per the format and submit the same to the Company's Engineer for verification at the end of the month. The monthly kilometerage along with the Daily Log sheet must be furnished by the Contractor with a certificate of compliance of statutory obligations.
- iii) The monthly kilometerage cum bill shall be certified by the Company's Engineers after adjustment (like penalty due to shut down) if any and shall be processed for payment.
- iv) The company will make monthly payment subjected to adjustment/deduction as necessary for the services rendered in each calendar month and will endeavour to pay before expiry of 30 (thirty) days from the date of submission of monthly kilometerage statement cum bill.

**OTHER CONDITION OF CONTRACT**

1.0 The bidder shall submit Bank Account number and VAT Regd. number, Provident Fund Code number (Direct Code)/ or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them. In case the P.F. is required to be deposited later on, the same will be deposited by the bidder (applicant).

**2.0 Penalty :**

The compressor unit will be considered as shutdown for any of the following reasons :

- i) If the unit is not available for operation and service due to reasons other than the stipulated service hours per month.

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- ii) If the unit is out of operation due to Mechanical or other breakdown of the compressor or of the vehicle
- iii) If contractor fails to provide requisite manpower as stipulated in the Annexure-I of BEC/BRC during the normal working hours.
- iv) In case the compressor fails to deliver the desired volume of air at the desired pressure and temperature as stipulated in para-2.6 of Scope of Work or as advised by the company's representative then the unit will be considered as shut-down till the desired working condition is restored by the contractor.

For shut down of the units due to any of the reasons mentioned above ,the contractor will not be paid the fixed charge per day or part thereof for the Shut down period. Additionally a penalty @ 15% of the daily fixed charge will be levied for the shut down period.

**3.0 TERMINATION OF CONTRACT****3.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):**

The Contract shall be deemed to be automatically terminated on the expiry of duration of the Contract (or extension, if any).

**3.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:**

Either party shall have the right to terminate the Contract on account of Force Majeure.

**3.3 TERMINATION ON ACCOUNT OF INSOLVENCY:**

In the event that the Contractor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

**3.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:**

If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 (fifteen) days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company,

**3.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:**

In case the Contractor's rights and/ or obligations under the Contract and/ or the Contractor's rights, title and interest to the equipment/ material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Contract.

**3.6 CONSEQUENCES OF TERMINATION:**

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In all cases of termination herein set forth, the obligation of the Company to pay the daily charges and/or any other charges shall be limited to the period up to the date of termination.

3.7 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days (not including Force majeure delay or breakdown of Contractor's equipment caused by a well blowout or the consequences thereof) Company, at its option, may terminate the Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

3.8 Upon termination of the Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

3.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.7 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for all services, personnel charges and other charges as per the Contract up to the date of termination.

3.10 In the event of termination of Contract, Company will issue Notice of termination of the Contract with date or event after which the Contract will be terminated. The Contract shall then stand terminated and the Contractor shall demobilize their personnel & equipment.

**4.0 SETTLEMENT OF DISPUTES AND ARBITRATION:**

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the Contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

**5.0 MISCELLANEOUS PROVISIONS:**

5.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

5.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

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5.3 Proper documentation is to be maintained by the contractor in the form of servicing report after each operation and a copy of the report is to be given to the Installation Manager.

5.4 Key personnel can not be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.