

**OIL INDIA LIMITED**  
**(A Government of India Enterprise)**  
**CONTRACTS DEPARTMENT**  
**P.O. DULIAJAN – 786602, ASSAM**

**OIL INDIA LIMITED (OIL)** invites sealed bids from eligible Bidders/ Firms for the following services under single stage composite bid.

<b>IFB No./ Bid Document Cost</b>	<b>Service Requirements</b>	<b>Issue of Bid Document/ Bid Security/ Bid Closing Date/Opening</b>
<b>DCO 3100P14</b>  <b>₹ 2000.00</b>	Requirement for off-loading of Baryte Powder/Bentonites/Class G Cement from Railway Wagons including proper stacking from off-loading points	<b>04.04.2014 to 05.05.2014</b> <b>upto 1530 Hrs</b> <b>₹ 25600.00</b> <b>06.05.2014</b>

Bid Documents (non-transferable) can be obtained from the office of Head (Contracts), Oil India Limited, P.O. Duliajan, Assam-786602 from MONDAY to FRIDAY during office working hours on application alongwith Bid Document Cost (non-refundable) through a Crossed Demand Draft / Banker's cheque in favour of 'Oil India Limited' **payable at Duliajan** on any Schedule Bank. The details of IFB are available at Website [www.oil-india.com](http://www.oil-india.com)

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

M/s.  
India

TENDER NOTICE NO.: DCO3100P14

Date: 31.03.2014

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
Requirement for off-loading of Baryte Powder/Bentonites/API Class G Cement from Railway Wagons including proper stacking from off-loading points	Materials Dept	Two years	06.05.2014 25,600.00 (RUPEES TWENTY-FIV E THOUSAND SIX

- 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

OIL INDIA LIMITED  
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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 DULIAJAN. This Earnest Money shall be refunded to all unsuccessfull 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.

The bids are to be submitted in duplicate. (One in original and one photocopy of the original).

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 '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

considerated 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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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.

#### 18.0 DISCOUNTS / REBATES.

1.1 Unconditional Discounts/ Rebates if any given in the bid or along with bid will be considered for evaluation.

1.2 Post bid or conditional discounts / rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract and if they have offered any discount/rebate, the contract shall be awarded after taking into consideration such discount / rebate. These provisions shall be incorporated suitably in the Bid Document

#### 19.0 BACKING OUT BY BIDDER

In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

#### 20.0 BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA

In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be debarred for 2(two) years from the date of default.

#### 21.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

HEAD-CONTRACTS  
For HEAD-CONTRACTS

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

WORKS CONTRACT

DCO3100P14

DESCRIPTION OF WORK/SERVICE :-

Requirement for off-loading of Baryte Powder/Bentonites/API Class G Cement from Railway Wagons including proper stacking from off-loading points

GENERAL CONDITIONS OF CONTRACT(GCC)

MEMORANDUM OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ Between OIL INDIA LIMITED a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the District of Dibrugarh, Assam ( hereinafter called Company ) of the one part and Shri/Smti \_\_\_\_\_ 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 duration of the contract shall be 104 weeks from the commencement date mentioned in the work order. The contractor must complete the work within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c ) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

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

The payment of liquidated damages/penalty may be reduced or waived at the sole discretion of the Company whose decision in this regard will be final.

In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and / or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

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

10. The tendered all-inclusive Price (i.e. the Contract price) is Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_

\_\_\_\_\_ only.) but the Company shall pay the Contractor only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

On account payment may be made, not oftener than monthly, upto the amount of 92.5% of the value of work done. Final payment will be made only after satisfactory completion of the work . Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's 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 : DULIAJAN .

#### 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)."

#### 26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

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

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

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

SIGNED & DELIVERED FOR AND  
ON BEHALF OF

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----- by the hand

of -----  
its Partner/Legal Attorney

And in presence of

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Date : \_\_\_\_\_

SIGNED & DELIVERED FOR & ON  
BEHALF OF OIL INDIA LIMITED

Date \_\_\_\_\_

-----  
(Signature of Contractor or  
his legal Attorney)

-----  
(Full Name of Signatory)

-----  
(Seal of Contractor's Firm)

-----  
(Signature of witness)

-----  
(Full Name of Signatory)

Address:

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(Signature of Acceptor)

Designation \_\_\_\_\_

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

**WORKS CONTRACT**

Tender No. DCO3100P14

SOQ - 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	Off loading of Barytes Powder Bags ( 50 Kg Capacity ) from Railway wagons including proper stacking from off loading points	Metric Tonne	27,000.000		
20	Off loading of Bantonites Powder Bags ( 50 Kg Capacity ) from Railway wagons including proper stacking from off loading points	Metric Tonne	16,200.000		
30	Off loading of API Class G Cement Bags ( 50 Kg Capacity ) from Railway wagons including proper stacking from off loading points	Metric Tonne	14,400.000		
				<b>Total Amount(Rs):</b>	

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

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## WORKS CONTRACT

### Special Conditions of Contract(SCC)

Tender No.: DCO3100P14

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#### SCOPE OF WORK AND TERMS & CONDTIONS

a)For Service Line item No. 10:

i) Manual off loading of Barytes Powder Bags ( 50 Kg Capacity ) from Railway wagons including proper stacking from off loading points

b)For Service Line item No. 20:

i) Manual off loading of Bantonites Powder Bags ( 50 Kg Capacity ) from Railway wagons including proper stacking from off loading points

c)For Service Line item No. 30:

i) Manual off loading of API Class G Cement Bags ( 50 Kg Capacity ) from Railway wagons including proper stacking from off loading points

3.0 Rates:

i) Quoted rates shall include all capital investment in providing the services.

ii) All statutory taxes insurance etc. levied by Central/State Govt. or any other competent authority from time to time shall be borne by the contractor and rates shall be inclusive of all such liabilities except service tax.

iii) WAGES OF PERSONNEL ENGAGED BY THE CONTRACTOR SHALL BE AS PER MINIMUM WAGES ACT AND OTHER STATUTES RELATED TO LABOURS ACT AS APPLICABLE SHALL DEEM TO INCLUDE IN THE RATES.PAYMENT TO THE LABOURERS UNDER THE CONTRACT WILL BE SOLELY UNDER THE DISCRETION OF THE CONTRACTOR WHICH SHALL NOT BE LESS THAN THE MINIMUM WAGES FOR HIGHLY SKILLED / SEMI-SKILLED/UNSKILLED WORK PERSONS WORKING IN MINES AS PER SCHEDULE OF PAYMENT OF WAGES DETERMINED BY STATUTORY GOVERNMENT AUTHORITY, IN THIS CASE, REGIONAL LABOUR COMMISSIONER, GOVERNMENT OF INDIA, GUWAHATI.

"If there is any statutory increase in Minimum Labour Wages over the existing rate of Rs. 207.00 per labour engaged by the Contractor as applicable during the currency of the Contract, the increase will be borne by the Company. The mode of calculation for this payment for enhanced wages, if any, when the same arises will be decided by the Company. The Company's decision regarding this shall be final and binding on the Contractor."

The contractor shall issue wages slip every month to each Labour as per the Government Guidelines and also to pay the monthly wages to the Labours in presence of Head of the Department or his / her authorized representative. Otherwise the SES of the corresponding month will not be processed.

#### GENERAL HSE POINTS TO BE INCORPORATED IN THE CONTRACT

(Vide circular No. S&E/G/53/482 of 17/04/2009)

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.

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.

3. 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.

4. 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.

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

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

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

8. 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. 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.

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

11. 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.

12. 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.

13. 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.

#### SPECIAL INSTRUCTION TO THE CONTRACTOR :

The Contractor shall:

### 1. Execution of work:

The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER-IN-CHARGE. The CONTRACTOR shall provide all necessary materials / equipment / labour etc. for execution and maintenance of WORK till completion, unless otherwise mentioned in the CONTRACT.

### 2. Work on Sundays and Holidays:

For carrying out work on Sundays, and Holidays, the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his representative at least two days in advance and obtain permission in writing. The CONTRACTOR shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the EMPLOYER shall have no liability whatsoever on this account.

### 3. Working Schedule:

(i) The working time at the site of work is 48 hours per week. Overtime work is permitted in cases of need and the EMPLOYER will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the CONTRACTOR should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the Company to this account. For carrying out work beyond working hours the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his authorized representative and obtain his prior written permission.

(ii) The CONTRACTOR must arrange for the placement of workers in such a way that the delayed completion of the WORK or any part thereof for any reason whatsoever will not affect their proper deployment. The Company will not entertain any claim for idle time payment whatsoever.

(iii) The CONTRACTOR shall submit to the ENGINEER-IN-CHARGE reports at regular intervals regarding the state and progress of WORK. The details and proforma of the report will mutually be agreed after the award of CONTRACT. The CONTRACTOR shall provide display boards showing progress and labour strengths at worksite, as directed by the ENGINEER-IN-CHARGE.

### 4. Materials to be supplied by the Contractor:

The Contractor shall procure and provide within the value of Contract the whole of the materials required for the execution of the jobs.

### 5. Insurance:

(i) WORKMEN COMPENSATION AND EMPLOYER#S LIABILITY INSURANCE: Insurance shall be effected for all the CONTRACTOR#s employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman#s Compensation and employer#s liability insurance for the later#s employees if such employees are not covered under the CONTRACTOR#s Insurance.

(ii) ACCIDENT OR INJURY TO WORKMEN: The Company shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUB-CONTRACTOR.

(iii) COMPREHENSIVE GENERAL LIABILITY INSURANCE:

(a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death

of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractor#s or from riots, strikes and civil commotion.

(b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.

(c) The policy shall cover third party liability. The third party (liability shall cover the loss / disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to other materials / equipment / properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial / full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment / property as approved by the Purchaser. However, third party risk shall be maximum to Rs. 10 (ten) lakhs to death.

(d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.

(e) The Contractor shall take out insurance policy from one or more nationalized insurance company from any branch office at Project site.

(f) Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverages at Contractor#s sole expenses.

(g) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS: CONTRACTOR shall also carry and maintain any and all other insurance(s) which he / she may be required under any law or regulation from time to time without any extra cost to the Company. He shall also carry and maintain any other insurance which may be required by the Company.

#### 6. Labour Laws:

(i) No labour below the age of 18 (eighteen) years shall be employed on the WORK.

(ii) The CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the Work.

(iii) The CONTRACTOR shall at his expense comply with all labour laws and keep the Company indemnified in respect thereof.

(iv) The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws.

(v) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. office of the Assistant Labour Commissioner) by payment of necessary prescribed fee and the deposit , if any, before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR.

(vi) The CONTRACTOR shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the ENGINEER-IN-CHARGE.

(vii) The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th

and 19th of every month to the ENGINEER-IN-CHARGE a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.

(viii) The CONTRACTOR shall comply with the provisions of the payment of Wage Act, 1936, Employee Provident Fund Act, 1952, Minimum Wages Act 1948. Employers Liability Act 1938. Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

(ix) The ENGINEER-IN-CHARGE shall on a report having been made by an Inspecting officer as defined in Contract Labour (Regulation and Abolition) Act, 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

#### 7. RESPONSIBILITIES OF THE CONTRACTOR AND COMPLIANCE WITH LABOUR / INDUSTRIAL LAWS:

(i) The contractor shall have his own PF code no. with the RPFCA as required under employee PF & Miscellaneous Provisions Act, 1952.

(ii) The contractors shall periodically submit the monthly challans / receipts / proof of Provident Fund deposited amount alongwith a list of his labour / workers to the Engineer-In-Charge. The contractor shall be required to deposit contribution towards Provident Fund or any other statutory payments to be made in respect of his workers well in time and submit a copy of challan to Engineer-In-Charge in monthly basis failing which OIL will deduct from his bills the amount equivalent to such deductions with penalty as per the provisions of applicable Act.

(iii) The contractor is required to obtain labour license from ALC (Central), Dibrugarh if he engages 20 or more labours at any given time.

(iv) The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labour legislations.

(v) The contractor shall discharge obligations as provided under various statutory enactment including the Employees provident Fund and Miscellaneous Provisions Act, 1952, Contract Labour (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of Wages Act 1936, Workmen Compensation Act, 1923, Payment of Bonus Act and other labour legislations as in existence (at present in India) and as amended from time to time.

(vi) The contractor shall pay the wages to the workers latest by 7th day of the subsequent month at the rates as per the Minimum Wages Act and as notified by the Regional Labour Commissioner (Central) / Assistant Labour Commissioner (c), Dibrugarh from time to time. The Engineer-In-Charge shall ensure that the contractor is making payment of wages to its labours not less than the wages notified by the appropriate authority from time to time.

(vii) The contractor shall be solely responsible and indemnify the OIL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.

(viii) All personnel deployed by the contractor should be on the rolls of the contractor.

(ix) The contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.

(x) The personnel to be deputed by the contractor shall observe all security, fire and safety rules of OIL while at

site. His work will be supervised by the supervisors of contractor. Contractor has to be strictly adhere to guidance, instruction when required.

(xi) Contractor shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from CISF for his employees.

(xii) Contractor has to deploy the personnel with no past criminal records. Names of such, if any Reformed people, should be clearly indicated. The contractor also has to provide police verification for all the persons deployed by him.

(xiii) Contractor shall ensure payment of wages to the person employed and meet all statutory obligations of payment as per Minimum Wages Act 1948 and Payment of Wages Act, 1936.

(xiv) Boarding and lodging facilities for contractor's personal for carrying out the work is to be made by the contractor at his own cost outside the plant premises.

(xv) All personnel undertaking the job proposed to be deployed by the contractor shall be medically examined and declared fit by qualified medical practitioner. It should be ensured that no personnel engaged by the contractor is suffering from communicable disease.

(xvi) Technicians / supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.

(xvii) In case of account, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify OIL from such liabilities.

(xviii) The contractor shall obtain necessary insurance policy covering all risks such as accident, injuries and death likely to be caused to workers or to a third person including loss to the properties of owner / OIL or to some other agency.

(xix) The contractor shall not employ any person suffering from any contagious, loathsome or infectious disease. The contractor shall get examined his employees / workers through a Govt. Doctor before deployment.

(xx) No worker of contractor (including contractor himself) shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the contractor shall have to change / replace him failing which OIL may terminate the contract.

(xxi) The contractor shall deploy the workers after verification of their character and antecedents. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.

(xxii) The contractor shall obtain necessary License under Inter State Migrant Workmen (Regulation of Employees & Conditions of Service) Act, 1979, if he deploys and engages labours from states other than Assam.

(xxiii) PHOTOGRAPHS / LABOUR PERMISSION / VEHICLE PERMISSION:

The contractor shall arrange to make photo gate passes / labour permissions / vehicle passes etc. for his persons / labours / vehicles for working in site plant premises at his own cost as rules of the company.

xxiv) Bidder(s) shall comply statutory Minimum Labour Wages, P.F. and bonus (8.33%). The prevailing rates of minimum wages, w.e.f. 01.10.2013, as specified by the Regional Labour Commissioner (Central) for different categories of contracts Labour are as under:

Sl. no Categories of Contract Labour Daily Rate of Wages

1. (Non- Scheduled Employment) w.e.f. 01.10.2013

UNSKILLED : Rs. 207.00

(N.B. The rates mentioned above are subjected to revise as and when notified by Regional Labour Commissioner (Central), Guwahati)

#### 5.0 LIQUIDATED DAMAGE:

- i) In case the contractor fails to carry out any of the required services under the contract, company may get the services done through a third party of its own choice at the cost and risk of the contractor. Difference amount( Value of third party - present contract value ) if any shall be recovered from contractor's pending bill.
- ii) Item shall be off loaded from rail wagan with in one hour from the time of placement of rail wagons at our site, otherwise Liquidated damage @ 10 % per hour of payable amount of assaigned consignment shall be recovered from contractor's bill.

#### **BID EVALUATION CRITERIA (BEC) /BID REJECTION CRITERIA (BRC) FOR THE TENDER:**

##### 1.0 Bid rejection Criteria (BRC):

#### **AA)BID REJECTION CRITERIA (BRC)**

I) The bids shall conform generally to the terms and conditions given in the bidding documents. Notwithstanding the general conformity of the bid, the following requirement will have to be particularly met by the bidders without which the same will be considered non-responsive and rejected.

A) Bidder must have relevant experience in carrying out similar nature of job (s) of the following magnitude with PSU/Central Govt./State Govt. organization in last 7(Seven) years ending last date of the month previous to the one in which applications are invited.

Should have successfully Completed similar works of value:-

- i. Three similar completed works costing not less than Rs. 19,65,600.00 each  
OR
- ii. Two similar completed works costing not less than Rs. 24,57,000.00 each  
OR
- iii. One similar completed works costing not less than Rs.39,31,200.00

**Note - "Similar nature of jobs"** mentioned above means: experience in carrying out off-loading of materials from Railway wagon.

B) The bidders Average Annual financial turnover as per Audited Annual Reports for the last 3 (Three) years, ending 31st March-2013 should be at least Rs 14,74,200.00

C) Bidder must submit all necessary documents (**duly self attested/attested**) related to experience and turnover , otherwise bid will be rejected.

D) For proof of average annual turnover, any one of the following document/photocopy(**attested/self attested**) must be submitted along with the bid :-

(a) A certificate issued by a practicing chartered/ cost accountants firm with membership no. And firm registration no. Certifying the annual turnover and nature of business.

(b) Copy of audited profit and loss account for last 03(three years) ending March'2013.

E) For proof of requisite Experience, any one of the following document/photocopy must be submitted along with

the bid: -

i) In case of OIL contractors, copy of 'Certificate of Completion (COC)'/ 'Certificate of Payment (COP)' of jobs successfully completed, showing gross value of job done, ending bid closing date. It may be clearly noted that simply mentioning of OIL CCO Number/Workorder no. will not be accepted.

(ii) Certificate issued by any other public sector undertaking/govt. Department in last 7 (seven) years ending last date of the month previous to the one in which applications are invited.

- o Gross value of the job done.
- " Contract Number & Date
- o Nature of Job done
- o Contract Period.

F) Non-submission of the documents as specified in BRC above will result in rejection of bids.

G) Bid documents purchased from OIL only will be considered as valid. Documents directly downloaded from WEBSITE or any other source will be summarily rejected. Bidder to submit the purchased bid document from OIL duly signed with seal, while submission of offers with credentials.

### **BB) BID EVALUATION CRITERIA (BEC):**

The bids conforming to the terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

1. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items of Part-II (i.e. schedule of works, units, quantity, rates) of the Bid Document.

2. (i) Below the Service Line Items, following information / specifications are to be furnished by the bidder at the time of quoting.

(a) Prevailing minimum wages rate : Rs. \_\_\_\_\_  
(as per the category of contractual labour, skilled / unskilled)

(b) Percentage of wage component ( i.e. Wage + P.F. + Bonus (8.33%) against item no. (having labour component)

Line Item No. 10: \_\_\_\_\_

Line Item No. 20: \_\_\_\_\_

Line Item No. 30: \_\_\_\_\_

etc.

**NOTE : In case wage component is not furnished by the bidder(s), bid(s) will be rejected.**

(c) P. F. Code of the bidder: \_\_\_\_\_

(ii) The above quoted rate shall include (to be ensured by the bidders).

(a) Labour Cost as per minimum Wages Act,  
including P.F. and bonus(8.33%)

(b) Materials / Equipment Cost

(c) PPE Cost

(d) Other Charges/ cost including supervision profit and overhead charges

(iii) Specific Note: Bidder(s) are advised to note and consider the following while quoting

(a) 12% Provident Fund (PF) on the wage component is to be included in the total quoted cost.

**(b) Bidder(s) / Contractor(s) to quote considering tendered labour wage rate for each day of work as Rs. 207.00 only.**

(c) If rate quoted are found below the tendered labour wage rate for each day of work; bids will be rejected.

(d) If there is any statutory increase in minimum labour wages as per notification issued by State Government / Central Government over the above mentioned tendered rate to this category of labour during the currency of the contract, the increase will be borne by the Company. The mode of calculations for this payment for enhanced wages, if any, will be decided by the Company. The Company's decision regarding this shall be final and binding on the Contractor.

(e) Rates to be quoted excluding Service Tax. Service Tax if applicable shall be, to the Company's account. However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.

Bidder(s) / Contractor(s) must include all liabilities including statutory liabilities in their quoted rates. Amongst others, bidder(s) must include profit, establishment, handling & miscellaneous charges etc. including safety, cost of personal protective equipment (PPE), uniform etc. for labours.

(f) 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.

(g) The bidder shall submit a break-up estimate / Line item wise along with the bid, on the basis of which he has quoted the rate and amount.

(h) If the quoted rate of the bidder is found unreasonable/ unrealistic than the internal estimate of the Company, the offer of the bidder shall be liable for rejection at the sole discretion of the Company. The quoted rate should be capable enough to disburse the Minimum Wages, P.F., bonus to the deployed personnel along with PPE items, and materials / equipment.

3. OIL will not be responsible for delay, loss or non receipt of applications or part of documents(for bidding documents) sent by mail and will not entertain any correspondence in this regard.

### **CC - Commercial:**

3.1 Bids are invited under Single Stage-Composite Bid i.e Techno-commercial as well as Price Bid together.

3.2 Bidders must offer firm rates in Indian Rupees only. Rates quoted by the successful bidder must remain firm during the entire period of execution of the contract and not subject to variation on any account whatsoever. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

3.3 Bid security as specified shall be furnished along with the bid. Any bid not accompanied by the proper bid security will be rejected, except those are exempted.

3.4 Bids received after the scheduled bid closing date and time will be rejected outright.

3.5 Any bid received in the form of Telex/Cable/Fax/E-mail will not be accepted.

3.6 Bids must be kept valid for a minimum period of 180 days from the date of scheduled bid closing. Bids with inadequate validity will be rejected.

3.7 Bidders must quote clearly and strictly in accordance with the Price Bid Format of the bidding document;



To  
 HEAD-CONTRACTS  
 Oil India Limited  
 DULIAJAN

SUB:SAFETY MEASURES  
Tender No : DCO3100P14

Description of work/service :

Requirement for off-loading of Baryte Powder/Bentonites/API Class G Cement from Railway Wagons including proper stacking from off-loading points

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