



Date: 26.10.2017

**FORWARDING LETTER**

**Sub: Hiring of Services for ‘Ambient Air Quality Monitoring for Rajasthan Project for two(02) years with a provision of extension by another one(01) year’.**

- 1.0 OIL INDIA LIMITED (Rajasthan Project) invites ON-LINE Bids from Indigenous bidders for above mentioned works under Single Stage – Composite Bid System through its e-Procurement site. For your ready reference, few salient features (Covered in detail in this bid document) are highlighted below.

(i)	IFB No. /E-Tender No.	:	<b>CJI 6133 P18</b>
(ii)	Type of Bidding	:	Single Stage - Composite Bid System
(iii)	Tender Fee	:	INR 1,000.00 (Tender fee should be paid only through the payment gateway available on OIL’s e-Tender Portal. No other mode of payment shall be accepted.)
(iv)	Period of Sale	:	28.10.2017 to 15.11.2017
(v)	Bid Closing Date & Time	:	22.11.2017 (11:00 Hrs. IST)
(vi)	Bid Opening Date & Time	:	22.11.2017 (15:00 Hrs. IST)
(vii)	Bid Submission Mode	:	Bids must be uploaded online in OIL’s E-procurement portal
(viii)	Bid Opening Place	:	Office of the DGM(M&C) Oil India Limited, Jodhpur
(ix)	Bid Validity	:	90 days from date of Bid Closing
(x)	Mobilization Time	:	As defined in the tender
(xi)	Bid Security Amount	:	INR 1,18,000.00
(xii)	Bid Security Validity	:	31.05.2018
(xiii)	Amount of Performance Security	:	10% of the estd. Annualized contract value.
(xiv)	Validity of Performance Security	:	Upto 3 months beyond the date of completion of the contract.
(xv)	Duration of the Contract	:	Two(02) years with a provision of extension by

			another one(01) year or part thereof.
(xvi)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer General Conditions of Contract
(xvii)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.

2.0 We now look forward to receiving your most competitive offer in line with the tender terms well within the bid closing date and time.

Yours faithfully,  
**OIL INDIA LIMITED**

**(A. Dam)**  
**DGM (M&C)**  
**For, EXECUTIVE DIRECTOR (RP)**

## **INVITATION FOR BIDS**

- 1.0 Oil India Limited (OIL) invites competitive ON-LINE Bids from Indigenous Service Providers / Contractors for the following services under Single Stage Composite Bid System for its RAJASTHAN PROJECT through its e-Procurement portal <https://etender.srm.oilindia.in/irj/portal>
- 2.0 **Description of Services:: Hiring of Services for ‘Ambient Air Quality Monitoring for Rajasthan Project for two(02) years with a provision of extension by another 01(one) year’.**
- 3.0 Tender Document will not be issued physically by Company. The interested Bidders must submit their applications showing full address (including e-mail ID) along with the non-refundable Tender Fee **through online in e-portal** (excepting PSUs and SSI Units registered with NSIC) in favour of OIL INDIA LIMITED between **28.10.2017** and **15.11.2017** i.e., one week prior to the scheduled bid closing date. On receipt of application and Tender Fee as above, USER-ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL’s e-Procurement portal. Details of the NIT can be viewed using “Guest Login” provided in the e-procurement portal. The link to e-procurement portal has also been provided through OIL’s website [www.oil-india.com](http://www.oil-india.com).
- 4.0 OIL reserves the right to refuse issue of User Id & Password to such parties even on payment of tender fee, about whose competence OIL is not satisfied. Company’s decision in this regard shall be final.
- 5.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

-: Please visit us at [www.oil-india.com](http://www.oil-india.com):-

## **PART - 1**

### **INSTRUCTIONS TO BIDDERS**

- 1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.1 Prospective Bidders may interact with Company's Production Department at Jodhpur during working hours to understand the existing facilities, actual requirements and the desired level of services etc., before submitting their bids.

#### **A. BIDDING DOCUMENT / TENDER DOCUMENT**

- 2.0 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. This bidding document includes the following:

- (a) A forwarding letter highlighting the following points:
- (i) Oil India Limited 's Tender No.
  - (ii) Bid closing date and time.
  - (iii) Bid opening date, time and place.
  - (iv) The amount of Bid Security.
  - (v) The amount of performance guarantee.
  - (vi) Quantum of liquidated damages for default in timely mobilization.
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Evaluation Criteria, (Part-2)
- (d) General Conditions of Contract, (Part-3, Section-I)
- (e) Scope of Work/Terms of Reference/Technical Specification,(Part-3, Section-II)
- (f) Special Conditions of Contract, (Part-3, Section-III)
- (g) Schedule of Services / Schedule of Rates, (Part-3, Section-IV)
- (h) Price Bid Format, (Proforma-B)
- (j) Bid Form, (Proforma-C)
- (k) Statement of Compliance, (Proforma-D)
- (l) Bid Security Form, (Proforma-E)
- (m) Performance Security Form, (Proforma-F)
- (n) Agreement Form, (Proforma-G)
- (o) Proforma of Letter of Authority, (Proforma-H)
- (p) Authorisation for Attending Bid Opening, (Proforma-I)
- (q) Integrity Pact, (Annexure-A1)
- (r) Format for Certificate of Annual turnover & Net Worth(Annexure – 1)
- (s) Format of Agreement between Bidder and Parent/Wholly owned Subsidiary Compay( Attachment – I)
- (t) Parent Company/Subsidiary Company Guarantee (Attachment – II)
- (u) Format of Agreement between Bidder and Sister Subsidiary/Co-subsidiary Company and the Ultimate Parent/Holding Company of both the Bidder and Sister Subsidiary /Co-Subsidiary ( Attachment –III)
- (v) General HSE Points (Appendix-A)
- (w) Procedure for obtaining labour license (Appendix-B)
- (x) Provisions forPurchase Preference Policy ( linked with Local Content)(PP-LC) (Annexure-X)

- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or submission of a bid not substantially responsive to the Bid Document in all respect will be at the Bidder's risk & responsibility and may result in rejection of their bids.

**3.0 AMENDMENTS TO BIDDING DOCUMENT:**

- 3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document through an Addendum.
- 3.2 The Addendum will be uploaded in OIL's e-Portal in the C-folder under tab "Amendments to Tender Documents". Prospective Bidders, shall be intimated about the amendments through e-mail/fax/courier etc. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

**B. PREPARATION OF BIDS**

**4.0 LANGUAGE OF BIDS:**

The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language, provided it is accompanied by an English version which shall govern for the purpose of bid interpretation.

**5.0 DOCUMENTS COMPRISING THE BID:**

The bidder should submit their offer under single stage composite bid system i.e., only a single Techno-Commercial Bid comprising of the following documents.

- (i) Complete technical details of the services etc.
- (ii) Documentary evidence establishing Bidder's eligibility as per BEC/BRC defined in Part – 2.
- (iii) Bid Security (Scanned Copy) furnished in accordance with Para 10.0 below.
- (iv) Statement of compliance as per **Proforma – D**.
- (v) Price Schedule Details & Bid Form as per Proforma – B & C respectively.
- (vi) All other Annexure, Proforma and Documents as required in the Tender

**6.0 BID FORM:**

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document vide Proforma – B & C respectively.

**7.0 BID PRICE:**

- 7.1 Prices must be quoted by the Bidders online in Indian Rupees (INR) strictly as per price bid format available in OIL's E-Portal.
- 7.2 Price quoted by the Successful Bidder must remain firm throughout its performance of the Contract and is not subject to variation on any account, including extension period, if any.

- 7.3 All duties and taxes including Corporate income taxes and levies other than GST payable by the Contractor under the Contract for which this Bid Document is issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, the evaluation and comparison of bids shall be made accordingly. GST as applicable shall be extra and borne by the Company.

**8.0 CURRENCIES OF BID AND PAYMENT:**

As the tender is issued only to the indigenous (domestic) Bidders, rates must be quoted in Indian Rupees only and payment will accordingly be made in Indian rupees.

**9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY & QUALIFICATIONS**

These are listed in Bid Rejection Criteria vide Part - 2 of the Bidding document

**10.0 BID SECURITY:**

- 10.1 The **Original Bid Security** for the amount as specified in the "Forwarding Letter" must reach the office of Chief Manager (M & C), Oil India Limited, 2-A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342 005, Rajasthan, India before the scheduled Bid Closing Date and Time of the Tender, otherwise Bid will be rejected. Tender Number and the Description work must be clearly highlighted on the envelope containing the original Bid Security. A scanned copy of this document should also be uploaded along with the Bid on e-portal.
- 10.2 Pursuant to Para 5.0 above, the Bidder during online submission of its bid shall furnish as part of its Technical Unpriced Bid, Bid Security (scanned copy) in the amount as specified in the "Forwarding Letter".
- 10.3 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-para 10.8 below.
- 10.4 The Bid Security shall be denominated in the currency of the Bid or another freely convertible currency, and shall be in the following forms: -
- a) A Bank Guarantee issued by a scheduled Bank located in India in the form provided in the Bid document (Ref. Proforma – E for the format) with validity up to as mentioned in the Tender document. The bank guarantee/Letter of Credit should be so endorsed that it can be invoked at the issuing bank's branch located at Jodhpur (Rajasthan) India or alternatively at New Delhi, India.
- 10.5 Any Bid not secured in accordance with above-mentioned subparagraphs 10.1 to 10.4 will be rejected by Company as non-responsive, except those are exempted.
- 10.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned immediately after finalisation of the Tender by Company or latest by within 30 days of expiry of the period of bid validity.
- 10.7 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the Performance Security.
- 10.8 The Bid Security will be forfeited:

- (a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or
- (b) If a Successful Bidder fails:
  - i) To sign the contract within reasonable time and within the period of bid validity, and /or,
  - ii) To furnish Performance Security.
  - iii) To mobilize and/or to commence the assigned jobs within stipulated time frame.

**NOTE :** **Public Sector Undertakings and Small Scale Units registered with NSIC/Directorate of Industries are exempted from submitting bid securities against this tender.**

#### **11.0 PERIOD OF VALIDITY OF BIDS:**

- 11.1 Bids shall remain valid for 90 days after the date of bid opening prescribed by the Company.
- 11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (by Fax or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid but shall arrange suitable validity extension of their bid security provided under para 10.0 above.

#### **11.3 FORMAT AND SIGNING OF BID:**

As the Bids are to be submitted ONLINE with digital signature, manual signature is not required

#### **C. SUBMISSION OF BIDS:**

##### **12.0 ONLINE SUBMISSION:**

- 12.1 The Bid should be submitted online up to 11:00 Hrs. (IST) (Server Time) on the date as mentioned herein i.e., on the scheduled Bid Closing Date. The Bids will be opened on the same day at 15:00 Hrs. (IST) at the office of Chief Manager (M&C), Oil India Limited, 2-A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur – 342 005, Rajasthan, India in presence of authorized representative of the bidder.
- 12.2 The Rates/Prices along with price related conditions should be filled online in the Price-Bid screen. All other techno-commercial documents other than the cost details to be submitted with “unpriced” bid as per tender requirement placed in the “un-priced” bid folder. No rate/price should be entered in Technical Bid.
- 12.3 The Bid and all uploaded documents must be digitally signed by duly authorized representative of the bidding company using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 12.4 The Bidder will be responsible for ensuring the validity of digital signature and its proper usage by their employee. The authenticity of above digital signature

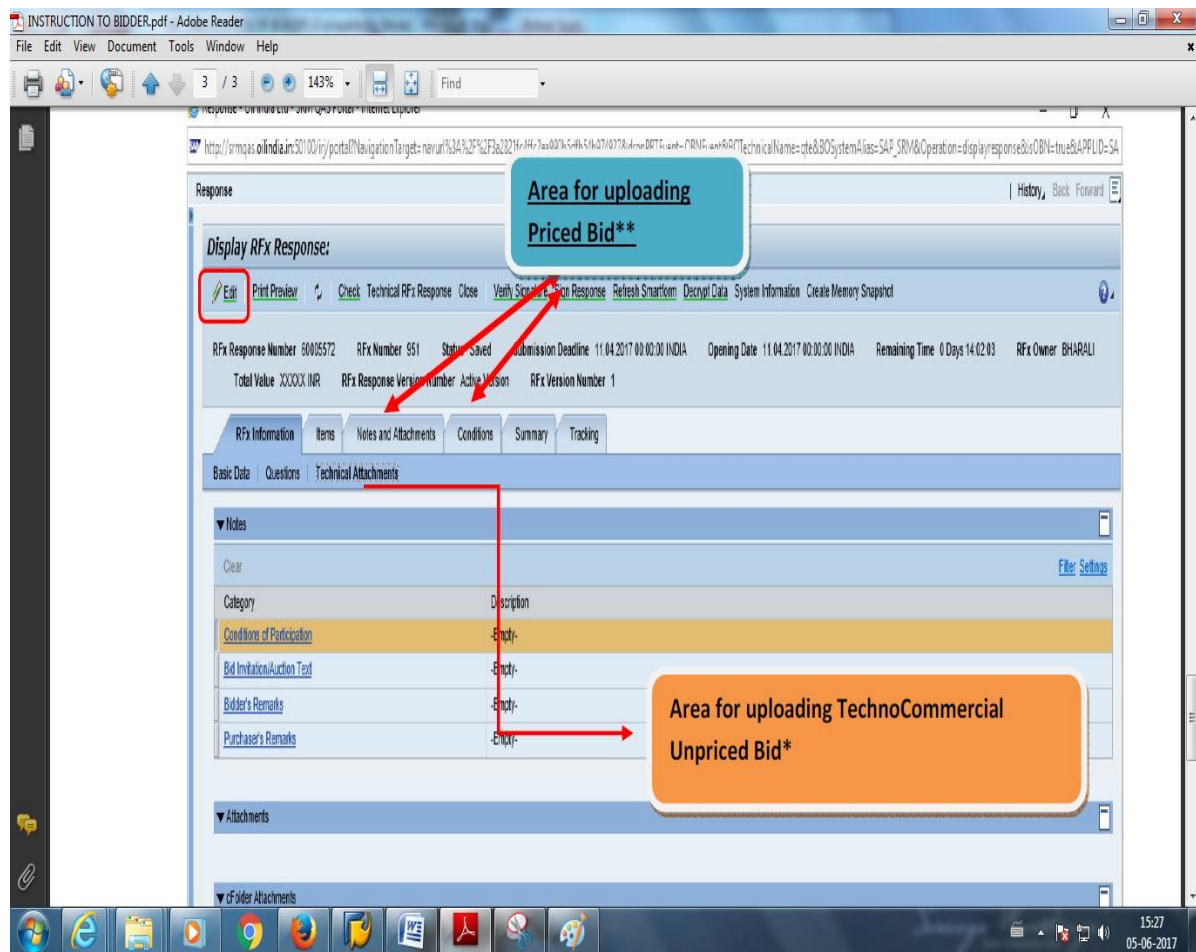
shall be verified through authorized CA after the bid opening. If the digital signature used for signing is not of “Class-3” with Organization name, the bid will be rejected.

12.5 The tender is invited under SINGLE STAGE-COMPOSITE BID SYSTEM. The bidders shall submit both the “TECHNICAL” and “PRICED” bids through electronic form in the OIL’s e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender portal. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in “Technical Attachments” Tab only.

**12.6 Bidders to note that no price details should be uploaded in “Technical Attachments” Tab Page. Details of prices as per Price Bid format/Priced bid to be uploaded under “Notes & Attachments” tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected.**

The screenshot displays the OIL e-Procurement portal interface. At the top, there's a header with 'INSTRUCTION TO BIDDER.pdf - Adobe Reader' and a menu bar. Below this, a navigation bar shows 'RFX Information', 'Items', 'Notes and Attachments', 'Conditions', 'Summary', and 'Tracking'. The 'Notes and Attachments' tab is selected, and within it, the 'Technical Attachments' sub-tab is highlighted with a red box. A callout points to this tab, stating: 'Area for uploading “Techno-commercial Unpriced Bid”' and 'Please do not upload price under “Technical Attachment”'. Another callout points to the 'Notes and Attachments' tab, stating: 'Area for uploading “Priced Bid” if the detailed price information is “No Price”'. A third callout points to the 'Conditions' tab, stating: 'Area for uploading “Priced Bid” if the detailed price information is “Price with Condition”'. The main content area shows 'Event Parameters' with fields for 'Currency' (Indian Rupee), 'Detailed Price Information' (Price with Conditions), and 'Terms of Payment' (OTH). A table at the bottom lists 'Partners and Delivery information' with columns for 'Function', 'Number', and 'Name'. The system clock at the bottom right shows 15:25 on 05-06-2017.





On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Unpriced Bid” and “Priced Bid” in the places as indicated above:

**\*The “Techno-Commercial Unpriced Bid” shall contain all techno commercial details except the prices.**

**\*\* Please follow the instructions as per Vendor User Manual for Uploading Price under “Notes and Attachment” or “Condition”**

**Note :**

\* The “Technical Unpriced Bid” shall contain all techno-commercial details **except the prices.**

\*\* The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on “Sign” to sign the file. On Signing a new file with extension **.SIG** will be created. Close that window. Next click on Add Attachment, a browser window will open, select the **.SIG** signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

12.7 In Bid Opening, both the **Technical Attachments Response and Price Bid under Notes & Attachments** will be opened. **Please do refer the User Manual provided on the portal on the procedure “How to create Response” for submitting offer.**

**NB** : All the Bids must be digitally signed using “Class-3” digital signature certificate with Organizations Name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

12.8 The offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/catalogues of the equipment offered. A scanned copy of Bid Security as mentioned in Clause 10.0 should be submitted with the Techno-commercial Bid in c-folder.

13.0 Rates/Prices must be quoted / maintained as per the “Price Bid Format” only. OIL will consider the rates/prices quoted/uploaded under “Notes & Attachments” only.

14.0 Timely submission of online bids is the responsibility of the Bidders. The Bid along with all annexures and copies of documents should be submitted in e-form only through OIL’s e-bidding engine. The Bid submitted in physical form against e-procurement tenders shall not be given any cognizance. However, the following documents should necessarily be submitted in physical form in sealed envelope. The Tender No. and the Date of Bid Closing/Opening must be prominently marked on the outer cover/envelope containing these documents and should be sent to Chief Manager (M & C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur - 342005 India so as to reach before the scheduled Bid Closing Date and Time of the Tender.

- (i) The Original Bid Security
- (ii) Power of attorney for signing the bid document.
- (iii) Other documents required to be submitted in original as per tender requirement, if any.

15.0 **Integrity Pact:.**

**OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Annexure-A1 to the Tender Document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the Bidder (along with their Technical Bid) duly signed digitally by the same signatory who signed the bid i.e., who is authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed acceptance of all terms & conditions mentioned therein and that all pages of the Integrity Pact have been signed by the bidder’s authorized signatory who signs the Bid.**

15.1 OIL has appointed the following persons as Independent Monitors (IEMs) to oversee implementation of the Integrity Pact in OIL. Bidders may contact the Independent Monitors for any matter related to this Invitation for Bid (IFB) at

the following addresses:

- 1.0 SHRI RAJIV MATHUR, IPS(Retd.),  
e-Mail ID : [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com)
- 2.0 SHRI SATYANANDA MISHRA, IAS(Retd.)  
e-Mail ID : [satyanandamishra@hotmail.com](mailto:satyanandamishra@hotmail.com)
- 3.0 . SHRI JAGMOHAN GARG, Ex-Vigilance Commissioner, CVC  
e-Mail id : [jagmohan.garg@gmail.com](mailto:jagmohan.garg@gmail.com)

**16.0 DEADLINE FOR SUBMISSION OF BIDS :**

- 16.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- 16.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 16.3 The documents in physical form must be received by Company at the address specified in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

**17.0 EXTENSION OF BID SUBMISSION DATE/TIME:**

- 17.1 Normally no request for extension of Bid Closing date & Time will be entertained by Company. However, in case of any change in the specifications, non-receipt of any offer, inadequate response or for any other reasons, Company may at its discretion or otherwise, extend the Bid Closing Date and/or Time.
- 17.2 In the event of receipt of Single Offer within Bid Closing date & Time, OIL reserves the right to extend Bid Closing Date and/or Time as deemed fit. During extension period bidders who have already submitted the bids on or before original Bid Closing date & Time shall not be permitted to revise their bid.

**18.0 FORMAT OF BID SUBMISSION:**

- 18.1 Bids to be submitted online at OIL's E-PORTAL. Detailed instructions are available in "HELP DOCUMENTATION" in the E-PORTAL. Guidelines for bid submission are also provided in this tender document.
- 18.2 The Bid Security (Scanned Copy) mentioned in para 10.0 above should be uploaded with the Technical Bid.
- 18.3 The terms and conditions of the contract to be entered with the successful bidder are given in various Sections of this bid document.

**19.0 LATE BIDS:**

Bidders are advised in their own interest to ensure that the bids are uploaded in the system well before the closing date and time of the bid. Company will not be responsible for any failure to upload the Bids due to last minute rush.

**20.0 MODIFICATION AND WITHDRAWAL OF BIDS :**

- 20.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.
- 20.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 20.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

**21.0 BID OPENING AND EVALUATION**

- 21.1 Company will open the Bids, including submission(s) made pursuant to para 22.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorized letter from the bidder at the time of opening of tenders. Unless this Letter is presented, the representative will not be allowed to attend the opening of tenders. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 21.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to para 18.2 shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.
- 21.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, rates/costs quoted and such other details as the Company may consider appropriate.
- 21.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with above sub-clauses.
- 21.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 21.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For this purpose, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A materials deviation or reservation is one which effects in any substantial way the scope, quality or performance of work, or which limits in any substantial way, in consistent way with the bidding document, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids.

The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidences.

- 21.7 A Bid determined as not substantially responsive will be rejected by the Company and can not subsequently be made responsive by the Bidder through correction of the non-conformity.
- 21.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 21.9 The Company will examine the Bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.
- 21.10 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

**21.11 EVALUATION AND COMPARISON OF BIDS :**

The Company will evaluate and compare the commercial bids as per Bid Evaluation Criteria (Section- V) of the tender document to establish inter-se-ranking of bidders.

**22.0 CONTACTING THE COMPANY :**

- 22.1 Except as otherwise provided in para 18.0 & 19.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 22.2 An effort by a Bidder to influence the Company officials in bid evaluation, bid comparison or Contract award decisions, may result in rejection of their bid.

**D. AWARD OF CONTRACT**

**23.0 AWARD CRITERIA:**

The Company will award the Contract to the Contractor whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**24.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:**

Company reserves the right to accept any bid and to reject any or all bids and/or to annul the bidding process in entirety, at any time prior to award of contract, without thereby incurring any liability to the affected bidders or any obligation to inform the participating bidders of the ground for Company's action.

**25.0 NOTIFICATION OF AWARD:**

- 25.1 Prior to the expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder in writing by registered letter or by fax (to be confirmed in writing by registered / courier letter) that his bid has been accepted.

- 25.2 The notification of award will constitute formation of the Contract.
- 25.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 31.0 herein below, the Company will promptly discharge the Bid Securities of all un-successful Bidders, pursuant to Clause 10.0 hereinabove.

**26.0 PERFORMANCE SECURITY:**

- 26.1 Within two(02) weeks of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount (10% of annualized contract value) specified in the Forwarding Letter in the performance Security Form as provided in the Bidding Document (Ref. Section – VIII) and must be in the form of Bank Guarantee (BG) from any of the following Banks:

- i) Any Nationalised / Scheduled Bank in India OR
- ii) Any Indian branch of a Foreign Bank OR
- iii) Any reputed foreign Bank having correspondent Bank in India

The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

- 26.2 The performance security specified above must be valid for three(03) months beyond the expiry date of the contract to cover the warranty period and to allow Company to lodge claim, if any. The same will be discharged by Company not later than 30 days following its expiry. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover 10% of the contract value for the extended period and also to extend the validity of the performance security accordingly.
- 26.3 Failure of the successful bidder to comply with the requirements of para 26.1 or 26.2 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security.

**INVOCATION OF PERFORMANCE BANK GUARANTEE**

- 26.4 In the event of Contractor failing to honour any of the commitments entered into under the contract and/or in respect of any amount due from Contractor to Company, Company shall have an unconditional option under the guarantee to invoke the Performance Bank Guarantee and claim the amount from Bank.
- 26.5 Company will have the right to invoke the Performance Bank Guarantee in case the Contractor fails to mobilize the Equipment, tools and personnel etc. within the stipulated period irrespective of any reasons whatsoever.

**27.0 SIGNING OF CONTRACT:**

- 27.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, alongwith the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all the agreements between the parties.
- 27.2 Within 15 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

\*\*\*\* END \*\*\*\*

**PART – 2**  
**BID EVALUATION CRITERIA (BEC)**

The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. Bidders are advised not to take any exception/deviations to the bid document.

**I. TECHNICAL EVALUATION CRITERIA:**

1.0 The Bidders must meet the following experience criteria.

1.1.1 The bidders are required to submit proof of ownership in the name of the Firm/company.

1.1.2 The bidder shall be in the business of providing services of environmental parameter monitoring and analysis services and should have experience of successfully execution of at least one number of contracts of Environmental Monitoring and analysis services to Public Sector Undertaking (PSU) / Central Government / State Government / Reputed Private Sector Companies in last seven(07) years reckoned from the date of original bid closing date of the tender.

1.1.3 To this effect, bidder should submit copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts, in the form of copies of any of the documents (indicating respective contract number and type of services), such as -  
(i) Satisfactory completion / performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above.

1.1.4 The Bidder should hold valid registration certificate/approval/authorization from any state Pollution Control Board/Central Pollution Control Board (CPCB)/Ministry of Environment & Forest (MoEF) for the job of environmental monitoring and analysis at the time of submission of tender and throughout the contract period. Documentary evidence of the same should be submitted along with the tender document.

1.1.5 Testing/analysis of the environmental parameters have to be carried out through MoEF/NABL accredited laboratories only.

## **II. FINANCIAL EVALUATION CRITERIA :**

1.0 Annual Financial Turnover of the Bidder during any of preceding three financial/ accounting years from the original bid closing date should be at least **INR 14.65 lakhs (or equivalent in US\$)**.

2.0 "**Net Worth**" of the Bidder should be positive for the preceding financial/ accounting year.

3.0 Documentary evidence in the form of Audited Balance Sheet and Profit & Loss Account for the preceding 03(three) financial/accounting years should be submitted along with the technical bid.

Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the Bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the Bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year ..... (as the case may be) has actually not been audited so far'.

### **Notes :**

(a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-

i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE - 1.

OR

ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign Bidders, self-attested/ digitally signed printed published accounts are also acceptable.

b) In case the Bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, Bidder to provide documentary evidence for the same.

3.1 In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the Bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the Bidder regarding converted figures in equivalent INR or US\$.



4.0 In case the Bidder is a Consortium, then any one of the Consortium members individually shall have to meet the financial turn-over criteria as per Para II 1.0 above. Other Consortium members individually shall have to meet the financial turn-over criteria of INR 7.33 lakhs (or equivalent in US\$).

5.0 In case the Bidder is subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits his bid based on the strength of his parent/ultimate parent/holding company, then following documents need to be submitted.

- i) Turnover of the parent/ultimate parent/holding company should be in line with Para II.1.0 above.
- ii) Net Worth of the parent/ultimate parent/holding company should be positive.
- iii) Corporate Guarantee on parent/ultimate parent/holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.
- iv) Document of subsidiary company towards wholly owned subsidiary of the parent/ultimate parent/holding company.

### **III. COMMERCIAL EVALUATION CRITERIA :**

The following vital commercial criteria should be strictly complied with failing which the bid will be rejected:

1.0 Bids shall be submitted under single stage composite bid system. Technical Bid and Priced Bid shall be opened on the same date.

2.0 Bidder shall offer firm prices. Price quoted by the successful Bidder must remain firm during the execution of the contract and not subject to variation on any account.

3.0 Bids with shorter validity i.e, less than **90 days** from the bid closing date shall be rejected as being non-responsive.

4.0 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's office at Jodhpur before bid closing date & time. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security shall be rejected.

5.0 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

6.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

7.0 Bids submitted after the Bid Closing Date and Time shall be rejected.

8.0 The bid documents are not transferable. Bids made by Bidders who have not been issued the bid documents from the Company shall be rejected.

9.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the Bidder or his authorized representative.

10.0 Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by Bidders, in which case such corrections shall be initialed by the person(s) signing the bid.

11.0 Bidders shall bear, within the quoted rates, the personal tax as applicable in respect of their personnel and Sub-Contractor's personnel, arising out of execution of the contract.

12.0 Bidders shall bear, within the quoted rate, the corporate tax as applicable on the income from the contract.

13.0 Bidders shall quote their price exclusive of GST. The GST amount on the taxable part of the goods/services provided by the Contractor shall be paid by the Company as per provisions of the GST Act.

14.0 Any Bid containing false statement shall be rejected.

15.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" (Proforma – B) of Bid Document; otherwise the Bid will be summarily rejected.

16.0 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate in India. Bids submitted by Indian Agent/ Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.

17.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected –

- i) Performance Guarantee Clause
- ii) Force Majeure Clause
- iii) Tax Liabilities Clause
- iv) Arbitration Clause
- v) Acceptance of Jurisdiction and Applicable Law
- vi) Liquidated damage and penalty clause
- vii) Safety & Labor Law
- viii) Termination Clause
- ix) Integrity Pact

x) Withholding Clause

18.0 Indian Bidders, whose proposal for technical collaboration/joint venture involves foreign equity participation or payment of royalty and/or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval on their application along with the unpriced technical bid.

**IV. GENERAL**

1.0 The Statement of Compliance (enclosed PROFORMA – D) should be digitally signed and uploaded along with the Technical Bid (un-priced). In case Bidder takes exception to any clause of Tender Document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the Bidder does not withdraw/modify the deviation when/as advised by the Company. The loading so done by the Company will be final and binding on the Bidders.

2.0 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in totality must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

3.0 Any exception or deviation to the Tender requirements must be tabulated in PROFORMA-D of this Section by the Bidder in their Technical Bid only. Any additional information, terms or conditions included in the Commercial (Priced) Bid will not be considered by OIL for evaluation of the Tender.

4.0 The Integrity Pact (Annexure-A1) must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. Bids without the Integrity Pact digitally signed by the Bidder shall be rejected straightway.

5.0 The Company reserves the right to cancel/withdraw the tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the Bidders or any obligation to inform the Bidders of the grounds of Company's action.

7.0 If any clauses in the BEC contradict clauses elsewhere in the Bid Document, then the clauses in the BEC shall prevail.

**V. BID EVALUATION:**

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

1.0 Commercial Bids (price-bids) of only the technically qualified Bidders will be opened on a pre-determined date and the same will be evaluated

taking in to account the sum total cost of all components quoted by the Bidders as per Price Bid Format (Proforma-B) and the contract will be awarded to the lowest evaluated Bidder.

2.0 If there is any discrepancy between the unit price and total price, the unit price will prevail and total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amount in words shall prevail and will be adopted for evaluation.

3.0 For conversion of foreign currency into Indian currency for evaluation of Bids, Bill selling Card rate declared by State Bank of India, one day prior to the date of Priced Bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3 (three) months, then Bill Selling Card rate declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.

4.0 The Bidders must quote their charges/ rates in the manner as called for vide "Schedule of Rates" under Part-3, Section-IV and the summarized Price Bid Format vide enclosed Proforma-B.

5.0 The contract will be signed with successful Bidder for a period of 12 (Twelve) months and the bids will be evaluated on total cost for 12 (Twelve) months of operation.

6.0 The quantities shown against each item in the “**Price Bid Format (i.e. in Proforma-B)**” are tentative quantities for two years and shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor shall be paid on the basis of actual quantum of jobs carried out during job execution. However, execution of jobs in excess of the quantity mentioned herein requires Company's prior approval.

7.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the PRICE BID FORMAT as per Proforma – B.

**TOTAL ESTIMATED CONTRACT VALUE**

**= Sum Total of Srl. No. 1 to 6 of Price Bid Format(Proforma-B)**

\*\*\*\*\*

**END OF PART – 2**

## **PART-3**

### **SECTION-I**

#### **GENERAL CONDITIONS OF CONTRACT**

##### **1.0 DEFINITIONS:**

1.1 In the contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

(b) "The Contract Price" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;

(c) "Company" or "OIL" means Oil India Limited;

(d) "Contractor" means the Contractor performing the work under this Contract.

(e) "Contractor's Personnel" means the personnel to be provided by the Contractor to provide services as per the contract.

(f) "Company's Personnel" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.

(g) "Contractor's items" means the equipment, materials and services, which are to be provided by Contractor or to be provided by Company at the expense of the Contractor, which are listed in Tender Document under Terms of Reference and Technical Specifications.

(h) "Company's items" means the equipment, materials and services, which are to be provided by Company at the expense of Company and listed in the Contract.

(i) "Company Representative" means the person or persons appointed and approved from time to time by the Company to act on its behalf for overall coordination and project management purpose.

(j) "The Work" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.

(k) "Day" means a calendar day of twenty-four (24) consecutive hours beginning at 07:00 hrs. and ending at 07:00 hrs.

(l) "Party" means either the Company or Contractor as the context so permits and,

as expressed in the plural, shall mean the Company and Contractor collectively.

(m) "Site" means the land and other places, on/under/ in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.

(n) "Gross Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

(o) "Willful Misconduct" means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

(p) "Affiliate" means any Person which Controls, or is Controlled by, or under common Control with a Party; "Control" in this context means ownership of more than fifty percent (50%) of the shares of a Person and/or the right to appoint majority directors on Board by contract or otherwise.

(q) "Co-venturers" shall mean any co-venturers with the Company from time to time having an interest in either the PSC and/or a Joint and/or associated contracts for the purposes of exploration and production in Operating Contract the Operating Area and on whose behalf the Company would be deemed to have entered into this Contract.

## **2.0 EFFECTIVE DATE, MOBILISATION TIME/DE-MOBILIZATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:**

**2.1 EFFECTIVE DATE OF CONTRACT :** The contract shall become effective as of the date Company notifies the Contractor in writing that it has been awarded the contract. This date of issuance of Letter of Award(LOA) by the Company will be the Effective Date of Contract.

**2.2 MOBILISATION/De-MOBILISATION TIME OF THE CONTRACT:** The first mobilization of equipment, personnel etc. should be completed by Contractor within **15 days** from the date of Letter of Award(LOA) or mobilization Advice from the Company. Mobilization shall be deemed to be completed when Contractor's equipment and manpower are placed at the nominated location in readiness to commence Work as envisaged under the

Contract duly certified by the Company's authorized representative. On receipt of de-mobilization notice from company upon completion of job, the equipment, personnel etc. shall be de-mobilized from the site.

**2.3 DATE OF COMMENCEMENT OF CONTRACT:** The date on which the mobilization is completed in all respects will be treated as date of Commencement of Contract.

**2.4 DURATION OF CONTRACT:** The contract shall be valid for a period of Two (02) years from the Date of Commencement of the Contract.

**3.0 GENERAL OBLIGATIONS OF CONTRACTOR :** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

3.1 Perform the work described in the Terms of Reference (Part-3, Section-II) in most economic and cost effective way.

3.2 Except as otherwise provided in the Terms of Reference and the Special Conditions of the Contract, provide all labour as required to perform the work.

3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

3.4 Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

**4.0 GENERAL OBLIGATIONS OF THE COMPANY:** Company shall, in accordance with and subject to the terms and conditions of this contract:

4.1 Pay Contractor in accordance with terms and conditions of the contract. The period of time for which each rate shall be applicable shall be computed from and to the nearest an hour. The rates contained in the Contract shall be based on Contractor's operation being conducted on a seven (07) days week and a twenty-four (24) hours work day. Under the Contract, Contractor will be entitled to the applicable rate defined in PROFORMA –B. These rates are payable when the required condition has existed for a full 24 hours period. If the required condition existed for less than 24 hours then payments shall be made on pro-rata basis.

4.2 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

4.3 Perform all other obligations required of Company by the terms of this contract.

#### **5.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR**

5.1 Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.

5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, Contractor, entirely at his own expense, shall remove immediately any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company. Replacement personnel should be mobilized within ten(10) days from the date of issuance of notice without affecting the operation of the company.

5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from field/drilling site, enroute/ local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard.

5.4 Contractor's key personnel shall be fluent in English language (both writing and speaking).

#### **6.0 WARRANTY AND REMEDY OF DEFECTS**

6.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with their highest degree of quality, efficiency, and with the state of the art technology/inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Technical Specifications. They should comply with the instructions and guidance, which Company may give to the Contractor from time to time.

6.2 Should Company discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilised from site or base camp(if applicable) that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor subject to a maximum of the contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case Contractor fails to perform



remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

**7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information:

(a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company ; or

(b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.

7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.

7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company.

7.4 During this Contract, Company and its employees, agents, other contractors, sub-contractors (of any tier) and their employees etc may be exposed to certain confidential information and data of the Contractor. Such information and data shall held by the Company, its employees, agents, other contractors, sub-contractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

7.5 However, the above obligation shall not extend to information which:

i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company ;

ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;

iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;

iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;

v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company;

#### **8.0 TAXES:**

8.1 Tax levied on Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.

8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.

8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

8.4 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.

8.5 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.

8.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.

8.7 All taxes and levies other than GST and customs duty on purchases and sales made by Contractor shall be borne by the Contractor.

**8.8 Goods and Services Tax (GST):** The quoted price should be exclusive of GST and the GST as applicable shall be to the Company account. The GST amount on the taxable part of the services provided by the Contractor shall be

paid by the Company as per provisions of the GST Act. Bidder should take note of the following while submitting their offer in GST regime.

**GOODS AND SERVICES TAX :**

1. "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

2. The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable).

3. Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL (Oil India Limited)/Client. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL / Client shall not be liable to make any payment on account of GST against such invoice.

4. GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/vendor, OIL shall withhold the payment of GST.

5. GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL/Client.

6. Where OIL/client has the obligation to discharge GST liability under reverse charge mechanism and OIL/client has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL/client or ITC with respect to such payments is not available to OIL/client for any reason which is not attributable to OIL/client, then OIL/client shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL/Client to Contractor / Supplier.

7. The Supplier shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to OIL / Project Owner due to any non-compliance / delayed compliance by the Supplier under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier

shall be liable to reimburse OIL / Project Owner for all such losses and other consequences including, but not limited to the tax loss, interest and penalty.

8. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Vendor is denied by the tax authorities to OIL / Client for reasons attributable to Contractor / Vendor, OIL / client shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of GST, OIL / client shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL / Project Owner.

9. TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.

10. The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/ concessions available under tax laws.

11. The contractor will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

12. In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

13. OIL/client will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL/client is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

14. GST (GOODS & SERVICE TAX) (TRANSPORTATION CHARGES, SUPERVISION / TRAINING, SITE WORK):

The quoted Prices towards Transportation, Supervision, Training, Site Work, AMC shall be inclusive of all taxes & levies except Goods & Service Tax (GST).

Goods & Service Tax (GST) as billed by the Supplier shall be payable at actuals by Owner subject to Contractor furnishing proper tax invoice issued in accordance with Goods & Service Tax (GST) rules to enable Owner to take input tax credit as per Govt. Rules 2004 on Goods & Service Tax (GST) paid.

Goods & Service Tax (GST) shall not be payable, if the requirements as specified above are not fulfilled by the Supplier. In case of non-receipt of above, Owner shall withhold the payment of Goods & Service Tax (GST).

In case of Foreign Bidders, where foreign bidder does not have permanent establishment in India, for supervision/training services by foreign supervisor at Project Site, Goods & Service Tax (GST) shall be paid by Owner to tax authorities.

#### 15. Documentation requirement for GST

The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to Owner/OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars-

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services;
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/ UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner-

- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. 15. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

#### 16. GENERAL REMARKS ON TAXES & DUTIES:

In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax, E1/E2 Forms, and any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.

8.9 Oil India Ltd., Rajasthan Project's GST provisional ID No. : 08AAACO2352C1ZX

**9.0 INSURANCE:**

9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment (except when tools / equipment are below Rotary Table or in the well bore) belonging to the Contractor or its subcontractor (if applicable) during the currency of the contract including the third party items/consumables. For materials/equipment belong to the Contractor or its sub-contractor, Contractor may self-insure the same.

9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others except when tools/  
equipment are below Rotary Table or in the well bore :

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.
- d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except when tools /equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/ equipment.
- e) Automobile Public Liability Insurance covering owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991, "if applicable".

9.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.

9.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.

9.5 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

9.6 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

9.7 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

9.8 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.

#### **10.0 CHANGES:**

10.1 During the performance of the work, Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.

10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Part-3, Section IV). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

#### **11.0 FORCE MAJEURE :**

11.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation,

strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor), acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

11.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

11.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen(15) days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen(15) days force majeure period unless otherwise agreed to.

#### **12.0 TERMINATION:**

12.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract, thereof.

12.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 11.0 above.

12.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator 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.

12.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto 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 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.

12.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and /or obligations under this 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 this Contract.

**12.6 TERMINATION DUE TO NON-AVAILABILITY OF EQUIPMENT/PERSONNEL :** If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this 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.

12.7 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 12.6 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 of services as per the Contract upto the date of termination including the Demob cost, if any.

**12.8 CONSEQUENCES OF TERMINATION:**

In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

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

12.10 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 & materials.

**13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:**

**13.1 Arbitration(Applicable for Suppliers/Contractors other than PSU) :**

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant

shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

2. The number of arbitrators and the appointing authority will be as under:

<b><u>Claim amount (excluding claim for interest and counter claim, if any)</u></b>	<b><u>Number of Arbitrator</u></b>	<b><u>Appointing Authority</u></b>
Upto INR 5 Crore	Sole Arbitrator	OIL
Above INR 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same ; otherwise, he shall proceed de novo.

6. Parties agree that neither shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

7. The arbitral tribunal shall make and publish the award within time stipulated as under:

<b><u>Amount of Claims and counter claims(excluding interest)</u></b>	<b><u>Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)</u></b>
Upto INR 5 Crore	Within 8 months
Above INR 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators

shall put the proceedings in abeyance until such period as requested by the parties.

9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.

11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

**13.2 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):**

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 13.1 & 13.2 will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

**14.0 NOTICES:**

14.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:

a) **Company**

OIL INDIA LIMITED  
2- A, DISTRICT SHOPPING CENTRE

b) **Contractor**

\_\_\_\_\_  
\_\_\_\_\_

14.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**15.0 SUBCONTRACTING/ASSIGNMENT:**

15.1 Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party (ies). Except for the main services under this contract, Contractor may sub-contract the petty support services subject to Company's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

**16.0 MISCELLANEOUS PROVISIONS:**

16.1 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.

16.2 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.

16.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.

16.4 Key personnel cannot 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.

**17.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:**

17.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @

1/2% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilisation period as defined in para 2.2 above.

17.2 If the Contractor fails to mobilise within 45 days after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.

17.3 The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.

**18.0 PERFORMANCE SECURITY:**

The Contractor has furnished to Company a Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for \_\_\_\_\_ (being 10% of 01 year estimated Contract Price) with validity of three (03) months beyond the contract period. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

**19.0 ASSOCIATION OF COMPANY'S PERSONNEL:** Company's engineer/chemist will be associated with the work throughout the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed IP Survey Contractors to major international oil companies in the petroleum industry.

**20.0 LABOUR:** The recruitment of the labour shall be met 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 labourers should conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970.

**21.0 LIABILITY:**

21.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless Company

from and against such loss or damage and any suit, claim or expense resulting there from.

21.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors or its Affiliates or Coventurers shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

21.3 The Contractor hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.

21.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.

21.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting there from.

21.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its Contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless

Contractor from and against such liabilities and any suit, claim or expense resulting there from.

21.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

21.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

22.0 **LIMITATION OF LIABILITY:** Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and / or criminal acts,

(a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

(c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

**23.0 INDEMNITY AGREEMENT:**

23.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

23.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

**24.0 INDEMNITY APPLICATION:** The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

24.1 The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labourer shall be borne by the Contractor.

24.2 Any permission from the Mines Directorate in connection with working in excess of 8 (eight) hours per day shift pattern by the Contractor shall have to be arranged by the Contractor before commencement of the Contract, in consultation with the Company. Moreover, since the Contractor's personnel engaged shall be working under the Mines Act and Oil Mines Regulations, the Contractor shall have to obtain any other relevant permission from the Mines Directorate to engage their employees in compliance with various procedures as per Mines Act. In case of any breach of procedures under Mines Act the Contractor shall be held responsible and they shall bear all expenses arising as a result thereof.

24.3 The Contractor shall not engage labour below 18 (eighteen) years of age under any circumstances. Persons above 60 (sixty) years age also shall not be deployed except Manager / Superintendent.

24.4 Moreover, the Contractor should obtain and produce in advance to commencement of Work the following certificate / approvals:

- (i) Approval from DGMS / DDMS for shift patterns in excess of 8 hours.
- (ii) Total manpower list.
- (iii) License/certificate from specified electrical authorities for the rig and camp electrical personnel, if required.
- (iv) All certificates as per applicable laws including Mines Acts.
- (v) Regional Labour certificate, if required.

**25.0 ENTIRE CONTRACT:** This Contract contains the entire agreement between the Parties and supersedes any previous understandings, commitments, agreements or representations whatsoever, oral or written, pertaining to the subject matter hereof, provided that nothing in this



Clause (Entire Contract) shall have effect to exclude or restrict the liability of either Party for fraud or fraudulent misrepresentation.

**26.0 RECORDS, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit the Company and its authorised employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records of each IP survey section with major items consumed, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorised employees and representatives. The Contractor shall provide the Company designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours and any other information related to the said IP survey requested by the Company whenever so requested. The Contractor shall not, without Company's written consent allow any third person(s) access to the said survey, or give out to any third person information in connection therewith.

#### **27.0 INSPECTION OF MATERIALS**

**27.1 INSPECTION BY CONTRACTOR:** The Contractor agrees to perform a visual inspection, using its personnel, of all materials and appliances furnished by the Company when delivered into Contractor's possession and shall notify Company's representative of any apparent defects observed therein so that Company may replace such defective materials or appliances. If Contractor fails to notify the Company of any apparent defects as provided above, it shall be conclusively presumed that such materials and appliances are free from such apparent defect. Contractor shall not be liable for any loss or damage resulting from the use of materials or appliances furnished by the Company containing latent defects. Upon the termination of this Agreement, Contractor shall return to the Company at the Well- site all machinery, equipment, tools, spare parts and supplies received by Contractor from the Company or purchased by the Contractor for the Company's account and not used or consumed in the operations, in as good condition as when received by Contractor, normal wear & tear excepted. If damage to any of the Company's equipment is caused due to sole negligence of the Contractor, same will be repaired or replaced at Contractor's cost. Contractor shall, if requested by the Company also maintain or repair, at its cost, any of the Company's items, at the Drilling Unit which Contractor is qualified to and can maintain or repair with Contractor's normal complement of personnel and the equipment at the Drilling Unit provided however that the Company shall at its cost provide all spare parts and materials required to maintain or repair the Company's items. However, it shall remain the Company's basic responsibility and liability to ensure that such items are always in good workable condition.

**27.2 INSPECTION BY OPERATOR:** The Company shall have the right to inspect and reject for any valid cause any items furnished by Contractor and Contractor shall replace or repair at its sole expense such items so rejected with items free of defects, to the satisfaction of the Company.

**28.0 ROYALTY AND PATENTS:** Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.

**29.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT:**

29.1 Company shall pay to the Contractor during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No. other payments shall be due from company unless specifically provided for in the Contract. Payment to the third party supplier(s) of the items/consumables shall be made after receipt of goods at site in Rajasthan duly certified by authorized personnel of the Company. All payments will be made in accordance with the terms hereinafter described.

29.2 **MANNER OF PAYMENT:** All payments due by Company to Contractor hereunder shall be made at Contractor's designated bank. Bank charges, if any will be on account of the Contractor.

29.3 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which Company questions.

29.4 **INVOICES:** Mobilization charges will be invoiced only upon completion of mobilization when the entire equipment, chemicals and personnel are ready at site for starting the job as certified by company representative. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company.

29.5 Contractor shall send invoice to company on the day following the end of each month for all daily or monthly charges due to the contractor.

29.6 Contractor shall submit three (03) sets of all invoices duly super scribed 'Original' and 'Copy' as applicable to the Company for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the Contractor for foreign currency and Indian currency.

29.7 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.

29.8 Company shall within 30 days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 31.3 above.

29.9 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in any other billing, the payment of which may then or thereafter be due.

29.10 Payment of final demobilization charges shall be made if applicable within 45 days on receipt of invoice by Company accompanied by the following documents from the Contractor :

- a) Audited account up to completion of the contract.
- b) Tax audit report for the above period as required under the Indian Tax Laws.
- c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its Sub-contractor.
- d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
- e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the Contractor before release of the final payment by the Company. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice

29.11 Contractor shall maintain complete and correct records of all information on which contractor's invoice are based upto 2 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query / objection.

### **30.0 APPLICABLE LAW:**

30.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in Jodhpur, Rajasthan.

30.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/ licenses etc. from appropriate authorities for conducting operations under the Contract:

- a) The Mines Act 1952- as applicable to safety and employment conditions
- b) The Minimum Wages Act, 1948
- c) The Oil Mines Regulations, 1984
- d) The Workmen's Compensation Act, 1923
- e) The Payment of Wages Act, 1963
- f) The Payment of Bonus Act, 1965
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under

- h) The Employees Pension Scheme, 1995
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- k) The Rajasthan Tax Act
- l) GST Act
- m) Customs & Excise Act & Rules
- n) Rajasthan Entry Tax Act
- o) Income Tax Act. & Sales Tax Act.
- p) Insurance Act.
- q) HSE Guidelines

30.3 If any expatriate personnel are engaged by the Contractor to perform the services required under the contract, securing permission from the Ministry of External Affairs (MEA), Ministry of Home Affairs (MOHA), Ministry of Defence (MOD) Govt. Of India and Local Authorities on time shall rest on the Contractor. OIL will only assist the Contractor by providing introductory letter / recommendatory letter required, if any, for securing the above permissions.

**31.0 SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of bid closing, if there is a change in or enactment of any law or change in application or enforcement or interpretation of existing law by any governmental authority or public body, which results in addition/ reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company/Contractor shall reimburse the Contractor/pay Company for such additional/reduced costs actually incurred/saved by Contractor, subject to the submission of documentary evidence by Contractor/Company.

**32.0 SET-OFF:** Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract may be appropriated by OIL and set-off against any claim of OIL(or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with OIL(or such other person or persons contracting through OIL).

**33.0 WITHHOLDING:** Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of :-

- a) For non-completion of jobs assigned as per Section-II.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.

- e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings withheld from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

Withholding will also be effected on account of the following:-

- i) Order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- iv) Any payment due from Contractor in respect of unauthorised imports.

When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so with-hold.

Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/indirectly related to some negligent act or omission on the part of Contractor.

**34.0 WAIVER:** Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.

### **35.0 INGRESS AND EGRESS AT LOCATION:**

**35.1** The Company shall provide the Contractor, if required, requisite certificates for obtaining rights of ingress to, egress from locations where jobs are to be performed, including any certificates required for permits or licenses for the movement of the Contractor's personnel/equipment. Should such permits/licenses be delayed because of objections of concerned authorities in respect of specific Contractor's person(s), such person (s) should be promptly

removed from the list by the Contractor and replaced with acceptable person (s).

**36.0 GENERAL HSE GUIDELINES:**

36.1 For General guidelines with respect to Health, Safety and Environmental aspects Appendix – A to be referred.

**37.0 POLLUTION:**

37.1 The contractor shall be liable for all surface pollution to the extent caused by Contractor and resulting from spillage or dumping of solvents/additive substances or pollutants which the Contractor brings to the site for use in connection with work to be performed under this Contract.

37.2 The Company agrees that Contractor shall not be responsible for and company shall indemnify and hold Contractor, its agent, servants, officers and employees harmless from any liability, loss, cost or expenses or loss or damage from pollution or contamination arising out of or resulting from any of Contractor's services/operations unless such pollution or contamination is caused by Contractor's gross negligence.

38.0 Notwithstanding anything to the contrary contained herein, it is agreed that Company shall release, Indemnify and hold Contractor and its sub-contractors harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and Attorney fees) for

- a) Damage to or loss of any reservoir or producing formation, and/or
- b) Damage or loss of any well, and/or
- c) Any other subsurface damage or loss, and/or
- d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

39.0 **FISHING:** In case it is necessary for Company to "fish" for any of Contractor's instruments or equipment, Company assumes the entire responsibility for such operations. However, Contractor shall provide necessary fishing equipment as per Section II "Scope of Work". Contractor will, if so desired by Company and without any responsibility or liability on Contractor's part render assistance, if required, for the recovery of such equipment and/or instruments. None of Contractor's employees are authorised to do anything other than assist/advise and consult with Company in connection with such fishing operations, and any fishing equipment furnished by Contractor is solely as an accommodation to the Company and Contractor shall not be liable or responsible for a damage that Company may incur or sustain through its use or by reason of any advice or assistance rendered to Company by Contractor's agents or employees irrespective of cause.

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**END OF SECTION – I, Part - 3**

## **PART – 3**

### **SECTION - II**

#### **TERMS OF REFERENCE / SCOPE OF WORK / TECHNICAL SPECIFICATIONS**

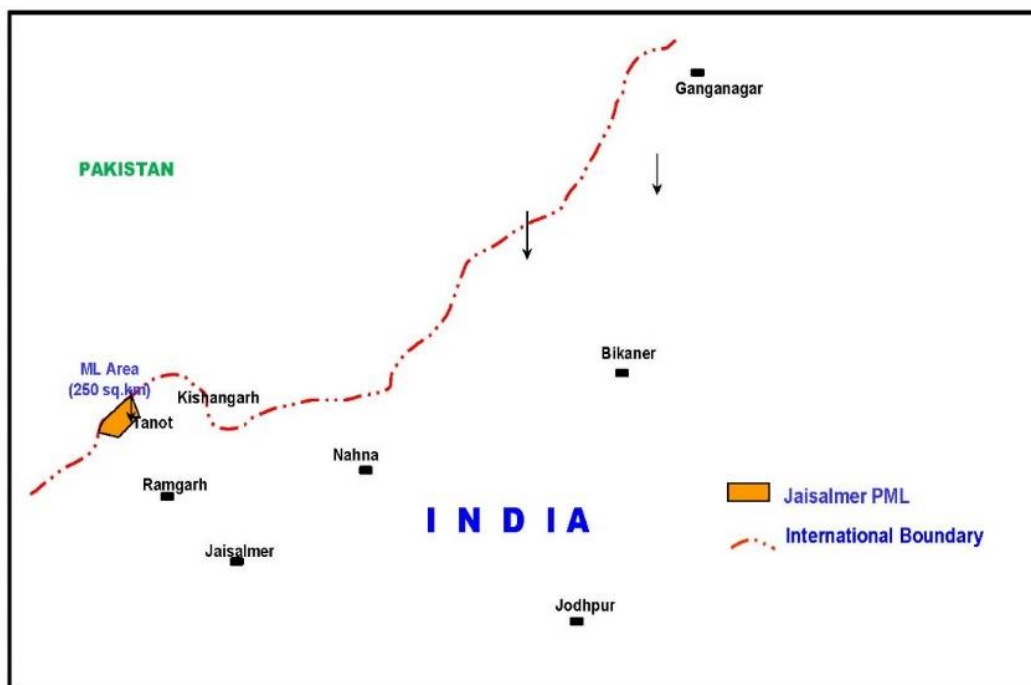
##### **1.0 INTRODUCTION:**

This section establishes the scope and schedule for the work to be performed by the Bidder and describes references to the specifications, instructions, standards and other documents including specifications for any materials, tools or equipment which Bidder shall satisfy or adhere to in the performance of the work.

##### **2.0 BASIC INFORMATION OF THE BLOCK:**

##### **BLOCK INFORMATION: Jaisalmer PML Block**

The Jaisalmer PML covers an area of 250 sq. km encompassing Tanot-Dandewala-Bagitibba gas fields. Presently the block has validity of 20 years with effect from 01.01.2016 -31.12.2035.



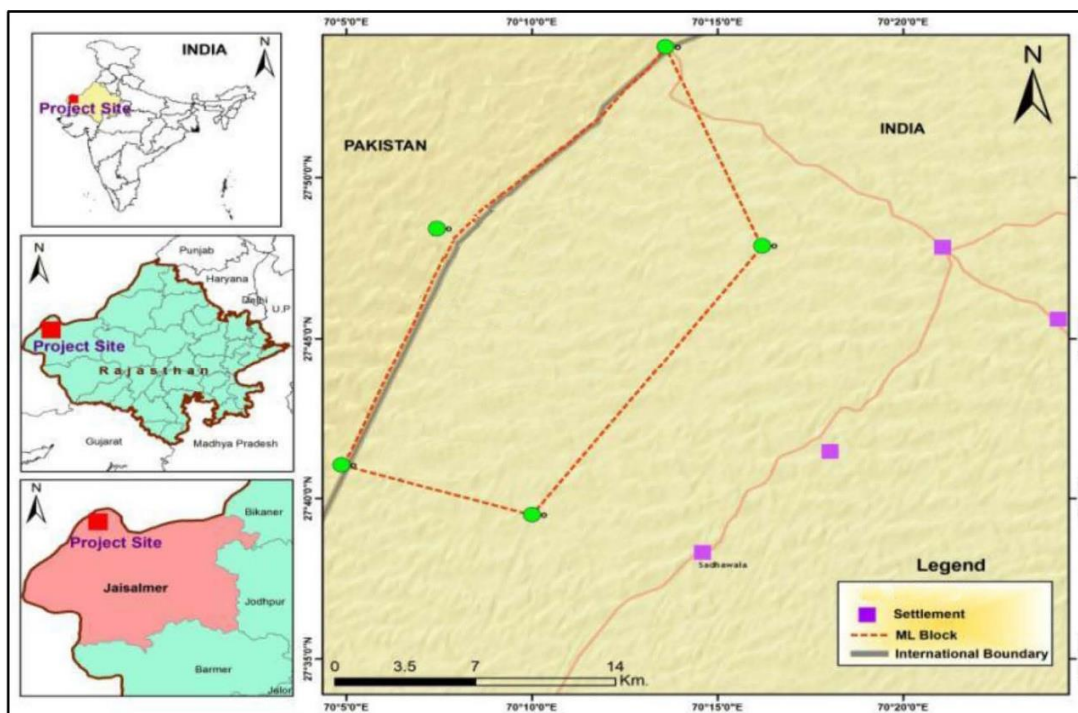


FIG: JAISALMER PML

## 2.1 BRIEF DESCRIPTION OF AREA:

The Jaisalmer PML Block with a Block Area of 250 km<sup>2</sup> is located adjacent to the India-Pakistan International Border. Hence, the Jaisalmer block is under strict surveillance and movement of civilians is restricted. The block area is covered with scattered thorny bushes. There is no source of drinking water and very scanty habitations.

**Topography:** The area of operation is in desert covered with sand dunes varying in size from a few meters to running in kilometers. The general elevation and slope of the Block varies between 80 to 150 m above mean sea level and 0 to 29 degrees respectively. The Block falls in an extremely arid part of the Thar Desert. The terrain is flat, sandy and rough with sand dunes forming the undulating topography.

**Geology:** The block is located within the Jaisalmer Basin, which forms part of a hydrocarbon province and comprises major part of the Western Rajasthan shelf. The Western Rajasthan Shelf forms the eastern flank of the Indus Geosyncline and is divided into three basins, namely the Jaisalmer, Bikaner-Nagaur and Barmer-Sanchor basins. The Jaisalmer Basin (about 45,000 Km<sup>2</sup>), represents the westerly dipping eastern flank of the Indus Shelf. It extends to the Mari region of Pakistan and forms part of the Indus Basin. The Jaisalmer Basin is differentiated from North to South into four tectonic blocks. The Kishangarh Sub-basin is part of a North-Westerly homoclinally gentle dipping shelf with NE-SW depositional strike. The Jaisalmer-Mari High feature is located along the shoulder zone of Kanoi Fault and is attributed to the up-thrusting and wrench faulting; it is a zone of uplifted blocks. The Shahgarh Sub-basin is the deepest depression and is less disturbed having



NNW-SSE trending faults, while the structurally simpler Miajlar Sub-basin is located in southern part of the basin.

The sedimentary cycle in the region started with the deposition of Permian shallow marine Karanpur Formation. The Triassic and Early Jurassic phase indicated a major regression and deposition of predominantly fluvial to brackish deltaic clastics represented by Shumarwali and Lathi formations. During middle Jurassic, a stable shelf came into existence and deposition of thick carbonate (over 1200 m) took place followed by clastics of Baisakhi and Bedesir Formations under shallow marine conditions. With further regression, Pariwar Formation (coastal plain to marginal marine) of the Early Cretaceous age was deposited. The next phase of sedimentation started with the deposition of shallow marine Habur and marine Goru Formations. During Upper Cretaceous to Lower Paleocene, a major uplift took place resulting in the erosion of Cretaceous sequence along the axial high and basin margin. In the Early Paleocene to Middle Eocene, transgression continued and deposition of Sanu, Khuiala and Bandah Formations took place. Subsequently, the axial zone experienced intense compressive tectonics causing folding, faulting and uplift.

**Seismic Consideration:** According to seismic-zoning map of India [IS 1893: 2002], the study region falls in Zone III of the seismic zones of India.

#### Climate and Meteorology:

The study area lies in arid climatic region of Thar Desert. In general, the climate of the project area is hot and dry. The region has only two prominent seasons i.e. Summer and Winter with a brief spell of Monsoon. The mean daily maximum temperature in summer ranges from 40° C to 48 °C. It reaches up to 55°C during the hot summer noon. Minimum recorded ambient temperature -5° C. The rainfall in these areas is scanty and scarce. The average normal rainfall is only 1" (25mm). The maximum humidity recorded in this region is 40%. Highest recorded wind velocity: 128 km/h.

## **2.2 COMMUNICATION TO THE BLOCK:**

The block is located in Jaisalmer district of Rajasthan state and covers an area of 250 sq.km. The Geographical coordinates and Area of the PML block are represented in the following table.

Points	Latitude (N)			Longitude (E)			Approximate Area (sq.km)
	Degree	Min	Sec	Degree	Min	Sec	
A	27	41	03	70	04	52	250
B	27	39	30	70	10	00	
C	27	47	54	70	16	12	
D	27	54	04	70	13	36	
E	27	48	21	70	07	58	

Table: Co-ordinates and Area of the Jaisalmer PML Block

The communication to the Jaisalmer block can be made through air, rail and road.

- i) Nearest city: Jaisalmer
- ii) Nearest airport: Jodhpur
- iii) Nearest Railway Station: Jaisalmer

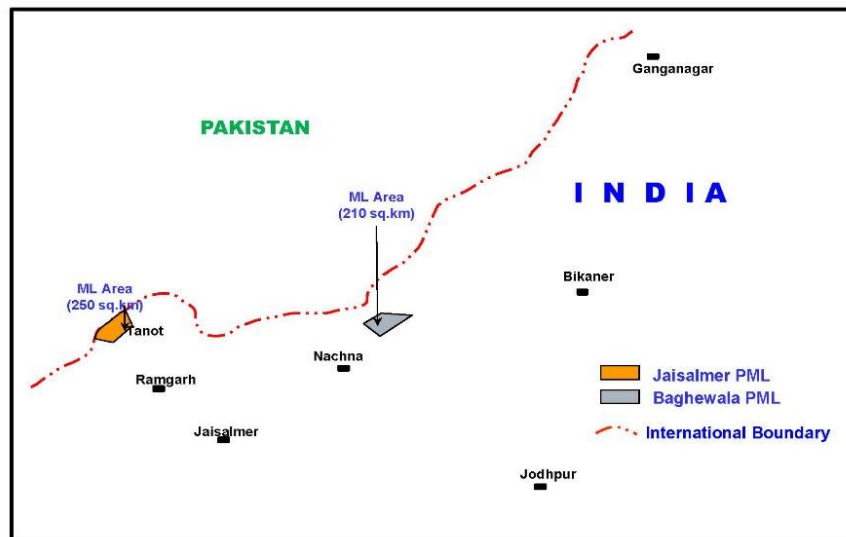
The nearest town of the block area is Ramgarh town within Jaisalmer District. Jaisalmer is the district head quarter near the block area. Ramgarh town is approachable by Road and Jaisalmer town is approachable by both Rail and Road. The distance from Jodhpur to Jaisalmer is 280 km and to Ramgarh is 340 km. The approximate distances from Jodhpur to different locations in the block varies between 430 to 450 km.

## BAGHEWALA PML BLOCK

### 2.3 BASIC INFORMATION OF THE BLOCK:

#### **BLOCK INFORMATION:**

The Baghewala PML covers an area of 210 sq. km. Presently the block has validity of 20 years with effect from 30.05.2003 -29.05.2023 (twenty years). The Baghewala heavy oil field in Bikaner-Nagaur basin of Rajasthan was discovered way back in 1991 through drilling of first exploratory well BGW-1 in the Baghewala structure. The well encountered heavy oil (17° - 19° API) in deeper Jodhpur sandstone and Lower Bilara formation of Infracambrian age.



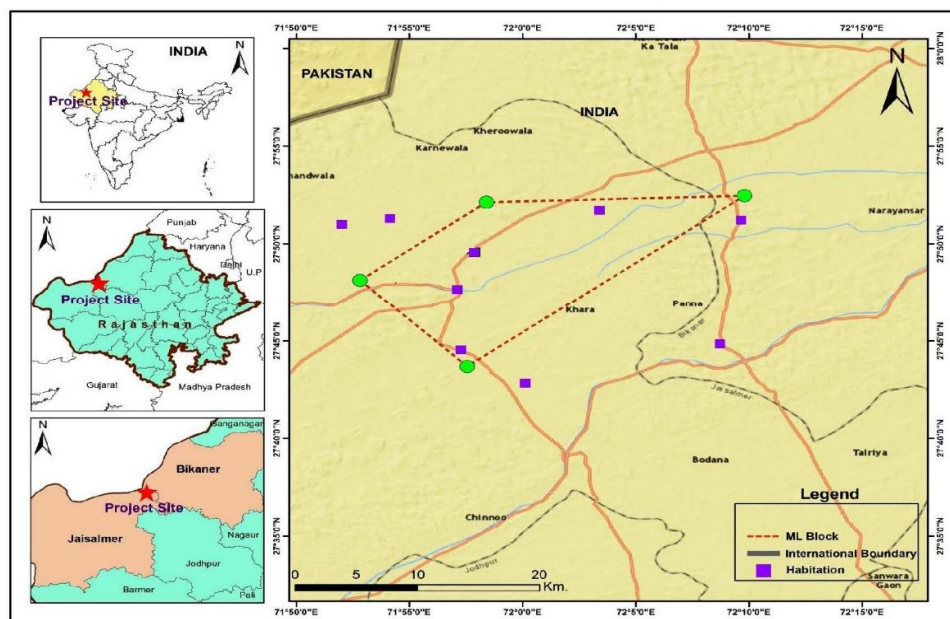


Figure : BAGHEWALA PML LOCATION

## 2.4 BRIEF DESCRIPTION OF AREA:

The 210 sq. km. Bagheewala PML Block is located in the western part of the Rajasthan in the Jaisalmer District in India.

**Topography:** The terrain is flat, sandy and mostly rough with sand dunes forming the undulating topography. At some places, agricultural field sand forest patches are present. The Indira Gandhi Canal branches flow through the Block area. The general elevation and slope of the Block area varies in the range of 110 to 180 m above mean sealevel (m. asl) and 0 to 25 (in degree), respectively.

**Geology:** Bagheewala Block is located in the Bikaner-Nagaur basin of west Rajasthan. The Bikaner-Nagaur basin constitutes a Late Proterozoic – Early Paleozoic basin in the north western part of peninsular Indian shield. Structurally Bikaner-Nagaur basin is bounded in the east by Delhi- Aravalli folding and in the south, south-west by Pokhran-Nachna high, separating Jaisalmer basin and to the north-east lies the Delhi-Sargodha ridge.

The Bikaner-Nagaur is a shallow Infracambrian-Paleozoic basin with a Precambrian basement comprised of Malani Igneous Suite and Delhi Metamorphites. The igneous and metamorphic rocks at places are overlain and intruded by Malani Volcanics (Rhyolites) of Pre-Cambrian age. These rocks are unconformably overlain by Marwar Super Group. The Marwar Super Group is comprised of the arenaceous Jodhpur Formation, the calcareous Bilara Formation containing stromatolytic carbonates & clastics, Hanserian Evaporites & salts (HEG Formation) and argillaceous-arenaceous Nagaur Formation of Infracambrian to lower Cambrian age. The Marwar Supergroup is overlain by thick Upper Carbonate formation of Lower/Infra Cambrian age comprising of predominantly dolomites, limestone with shales and Evaporites. The Lower Paleozoic sequence is unconformably overlain by

the Upper-Carboniferous Glacial Bap Boulder Beds and marine Badhaura sandstones. For the major period in Mesozoic times, the basin remained uplifted and most of the Mesozoic sequences are absent. Successively upward, the Tertiary sediments comprising Khuiala equivalent (Palana shale), Marh sandstone and Jogira fullers earth have been deposited.

Seismic Consideration: According to seismic-zoning map of India [IS 1893: 2002], the study region falls in Zone III of the seismic zones of India.

Climate and Meteorology:

The study area lies in arid climatic region of Thar Desert. In general, the climate of the project area is hot and dry. The region has only two prominent seasons i.e. Summer and Winter with a brief spell of Monsoon. The mean daily maximum temperature in summer ranges from 40° C to 48 °C. It reaches up to 50-55° C during peak summer. Minimum recorded ambient temperature ranges between -2-5) ° C. The rainfall in these areas is scanty and scarce. The average normal rainfall is only 1" (25mm).

Land Use: The Land Use pattern within the block can be broadly classified into 5 categories only i.e. Agriculture, Canal, Desert, Vegetation and Settlement.

SL. No.	Land Use Category	Area (km <sup>2</sup> )	Percentage (%)
1	Agriculture	61.45	28.95
2	Canal	3.52	1.66
3	Desert	142.95	67.34
4	Vegetation	3.25	1.53
5	Settlement	1.11	0.52
	Total	212.28	100

Table: Land Use Distribution of the Study Area

## 2.5 COMMUNICATION TO THE BLOCK:

The block is located in Jaisalmer district of Rajasthan state and covers an area of 210 sq.km. The Geographical coordinates and Area of the PML block are represented in the following table.

Points	Latitude (N)			Longitude (E)			Approximate Area (sq.km)
	Degree	Min	Sec	Degree	Min	Sec	
A	27	43	41	71	57	33	210
B	27	48	08	71	52	49	
C	27	52	08	71	58	24	
D	27	52	28	72	09	48	

Table: Co-ordinates and Area of the Jaisalmer PML Block

The communication to the Jaisalmer block can be made through air, rail and road.

- i) Nearest Town: Phalodi (Approximately 77 km aerial)
- ii) Nearest airport: Jodhpur.
- iii) Nearest Railway Station: Phalodi

### **PROCESS DETAILS OF THE PROJECT:**

In order to achieve the committed work program, it has been planned to drill ten (10) oil/gas wells ranging from 1200m to 3000m+ in depth within the area of operations. The wells are planned to be drilled one by one deploying a 1000 HP drilling rig, workover outfit and each well is expected to take about around threemonths' time to complete. The time to transfer the rig package (well machineries) from one well after completion of drilling to the next/forward location is expected to be about one month. In short, three months of drilling operation in each location plus one month for rig movement is being envisaged and drilling activities in the very first location is expected to commence in 2017. A workover outfit is deployed to attend the wells and expected time of operation for each location shall be less than a month. The outfit shall be transferred from one location to another and interlocation movement shall consume around 15 days.

The production installations are permanent establishments.

### **3.0 OBJECTIVE:**

In connection with aforesaid drilling, workover operations and production installations in OIL Mining lease areas which spreads over the districts of Jaisalmer and Bikaner district in the state of Rajasthan, Company has secured Environmental Clearance from the Ministry of Environment and Forest (MoEF), Govt. of India, vide F No. J-11011/116/2013-1A-II(1) dated 03.09.2015 and F No. J-11011/325/1A-II(1) dated 30.09.2016 for carrying out Oil & gas exploration and exploitation activities.

As a part of the compliances of the specific conditions of the Environmental Clearance, OIL intends to hire the services from competent firms for monitoring the environmental parameters during the exploration activities period. The environmental parameters for which monitoring services are required have been described in details below.

### **4.0 SCOPE OF WORK:**

4.1 The "Scope of Work" for monitoring the environmental parameters at drilling site, workover sites and production installations by the Bidder shall include, but not limited to the following Environmental Parameters, as per provisions of the Environmental Clearance (EC) accorded by MoEF:

- (i) PM<sub>10</sub>
- (ii) PM<sub>2.5</sub>
- (iii) SO<sub>2</sub>
- (iv) NO<sub>2</sub>
- (v) CO
- (vi) CH<sub>4</sub>
- (vii) HC (Methane & Non-methane) etc.
- (viii) VOCs (ambient levels as well as stack emissions)
- (ix) Emissions from stacks of DG sets
- (x) Mercury shall be analyzed in air, water and drill cuttings twice during drilling period.
- (xi) Noise levels in and around the installation.
- (xii) Toxicity of Drilling Fluid.
- (xiii) Mercury in Drilling Fluid.

4.2 The above monitoring parameters are categorized below:

**A. ANALYSIS OF AMBIENT AIR QUALITY:** The ambient air quality monitoring should be carried out with an objective to plan the activities involved and to protect the adjoining communities from air pollution. The parameters to be monitored are:

Sl. No.	Parameters	Measurement Unit	Frequency of monitoring	Measurement Method
1	Particulate matter (size less than 10 µm) or PM <sub>10</sub>	µg/m <sup>3</sup>	Once per month for 5 location as below (Location of measurement: 1 no. within the drilling / workover/production area and 4 no. in the neighbouring village/town areas within the periphery of the project).	As per CPCB guidelines.
2	Particulate matter (size less than 2.5 µm) or PM <sub>2.5</sub>	µg/m <sup>3</sup>		
3	Sulphur Dioxide (SO <sub>2</sub> )	µg/m <sup>3</sup>		
4	Nitrogen Dioxide (NO <sub>2</sub> )	µg/m <sup>3</sup>		
5	Carbon Monoxide (CO)	mg/m <sup>3</sup>		
6	HC(Methane)	µg/m <sup>3</sup>		
7	HC(Non-Methane)	µg/m <sup>3</sup>		
8	VOC	µg/m <sup>3</sup>		
9	Mercury	mg/ m <sup>3</sup>	2 (twice) during drilling/workover period.	As per CPCB guidelines.

**B. ANALYSIS OF STACK GAS EMISSION:** The Stack gas is to be analyzed for following parameters:

Srl No	Parameters	Frequency
1	Sulphur Dioxide (SO <sub>2</sub> ) in mg/m <sup>3</sup>	Four (4) samples/month for a period of three (3) months per well. For production installation: (1sample/stack/month)
2	Oxides of Nitrogen (NO <sub>2</sub> ) in mg/m <sup>3</sup>	
3	Carbon monoxide (CO) in mg/m <sup>3</sup>	
4	Oxygen (O <sub>2</sub> ) in%	
5	Particulate matter in mg/m <sup>3</sup>	
6	Temperature in °C	

**C. NOISE MONITORING:** Measurement of Noise level in and around the drilling/workover/production Installation Project area. This is to ascertain the exposure to noise level by the work persons in the project site and the

neighborhood (as CPCB norms) to monitor the noise level in the sensitive areas like schools, Medicare center etc.

Srl No	Parameters	Measurement Unit	Frequency	Location	Sampling Methodology
1	Equivalent Noise Level	in dB	3 Times per well  (Pre-Drilling/workover, During drilling/workover & Post-Drilling/workover)  For production installations one study/month	6 studies each time  (At 2 locations within the drilling/workover area & 4 locations in the nearby neighbouring village/town areas within the periphery of the project.	The noise levels should be recorded twenty four hourly using a portable hand-held noise level meter (noise logger).

**D. DRILL CUTTINGS:** The following parameters shall be monitored in drill cuttings:

Srl No	Parameters	Measurement Unit	Frequency	Location
1	Mercury	mg/l	2 (twice) during drilling period	To be tested in drill cuttings at Drilling Area

**E. DRILL FLUID ADDITIVES:** The drill fluid additive (Barites) quality shall be monitored for mercury & cadmium only.

Srl No	Parameters	Measurement Unit	Frequency	Location
1	Mercury(Hg)	mg/l	2 (twice) per well during drilling period	To be tested in Barites used for DF at drilling area.
2	Cadmium	mg/kg		To be tested in Barites used for DF at drilling area.

**F. DRILL FLUID:** The drill fluid quality shall be monitored for toxicity only.

Srl No	Parameters	Measurement Unit	Frequency	Location
1	Toxicity	mg/l	2 (twice) per well during drilling period	To be tested in drill fluid at Drilling Area for monitoring toxicity of the chemical additives. (96 hr LC <sub>50</sub> >30,000 mg/l as per mysid toxicity)

**5.0CONTRACT PERIOD:**The period of work shall be for two (2) years from the date of issue of Letter of Award (LOA) of Contract by Company or from the date as to be mentioned therein. Company reserves the right to extend the contractual duration for a further period of one (1) year on same rates, terms & conditions at the option of Company, depending on the site requirements and satisfactory performance of the Bidder.

**6.0MOBILISATION & COMMENCEMENT OF WORK:**The actual date of commencements of work at the site shall depend on mobilization of Drilling/ Workover Rig and commencement of drilling/ workover activities. Therefore, the Bidder shall be intimated in writing by Company at least fifteen (15) days in advance to mobilise at the first drilling/workover location in Rajasthan to undertake the environmental parameter monitoring under the contract. However, the drilling activities are expected to commence in November, 2017. For Production installations the mobilization period will be fifteen (15) days from the issue of LOA (Letter of Award)

#### **7.0 PERSONNEL TO BE DEPLOYED BY BIDDER:**

7.1 Bidder shall engage requisite number of personnel for carrying out sampling, recording & testing as per the Scope of Work defined above alongwith all necessary equipment, tools, accessories and consumables for satisfactory performance of the contract.

7.2 The manpower to be engaged by Bidder for monitoring should be competent to carry out field and laboratory work and should have background in environmental sciences/chemistry. They must be aware of the various Environmental Acts, Rules and notifications thereunder and should have knowledge of statistical tools for analysing and compiling data. The work shall be executed with skilled and professionally qualified personnel only, who have knowledge of environmental chemistry and behaviour of air pollutants so as to carry out interpretation of data.

7.3 The bidder shall submit bio-data of their proposed key personnel & the coordinator for this Project of environmental parameters monitoring services. The key personnel should have broad knowledge about the project and clear understanding about the related activities and proficient in English.

7.4 Bidder warrants that they will provide competent, qualified and sufficiently experienced personnel as per terms of agreement to perform the work correctly & efficiently and shall ensure that such personnel observe all applicable statutory safety requirements and environmental regulations. Upon Company's



written request, Bidder, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Bidder determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.

7.5 The Bidder shall be solely responsible throughout the period of this contract for providing all requirements of their personnel including but not limited to their leaves, remunerations, transportation to & from field site and en-route expenditure etc. as may be necessary. Company shall have no liability or responsibility in this regard, except for providing lodging, boarding and preliminary first-aid facilities on free of charge as available at Rig site/camp site during their visit to well site in connection with execution of this contract, subject to maximum of three (3) personnel per visit. Bunk house accommodation shall be provided on sharing basis.

7.6 Bidder's personnel are not required to stay at site on regular basis, but they can visit the site from time to time during the currency of contract and collect the requisite parameters and samples for testing/analysis. After award of contract, Contract shall depute their competent representative to liaise with OIL's HSE Officer/CE (S&L-NEF) for finalization of work schedule etc. In case, Bidder decides to establish a base camp nearer to the Rig site(s), all arrangements and cost towards the same shall be to their own account. Company shall not assume any such responsibility.

## **8.0 REPORTS:**

8.1 Three copies of monthly reports along with soft copy (in excel format) of all the above analysis are to be submitted to Company Representative latest by 7<sup>th</sup> of the following month, failing which the bill for that month will not be processed by the Company.

8.2 In addition to monthly report as above, at the end of each well, a consolidated report of all above analyses is to be prepared in consultation with the Company Representative/Chief Chemist (RP). Minimum three copies of such well-wise report along with a soft copy (in excel format) are also to be submitted to Company Representative within seven days after completion of each well.

## **9.0 OTHER REQUIREMENTS:**

9.1 All instruments, laboratory ware, consumables, chemicals etc. required for the environmental parameter monitoring services are to be arranged by the Bidder at their own cost.

9.2 All the associated instruments/equipment which would be used for sampling/testing in hazardous area must be flameproof/ intrinsically safe /increase safety protection.

9.3 Power supply available for rig operation, in case of requirement, will be made available to the Bidder within 100m of the proposed locations free of cost. However, all necessary interconnecting cables, extension boards etc. are to be arranged by the Bidder at his own cost. Any special power quality requirement for instruments, the Bidder shall arrange the same at their cost.

9.4 Bidder must identify and authorize one representative who shall report to Company Representative/Rig Superintendent at site during the work to appraise and to take instructions, if any, regarding the work plan and execution.

9.5 Testing & Analyses of all the parameters is to be carried out in the laboratory of the Bidder, if authorized by MoEF for the purpose. Otherwise, the Bidder must arrange to get the samples analyzed/tested through some other MoEF/ NABL accredited laboratories at their own cost. However, all the tests result shall be submitted in the standard formats/letter head pad of the NABL accredited laboratories where testing/analysis are done.

9.6 All testing and analyses of environmental parameters shall be done as per standards prescribed by SPCB/CPCB/MoEF. The Bidder should submit a copy of the procedural manual to OIL, if called for.

9.7 The jobs are to be carried out under the supervision of Chief Chemist (RP)/Company Representative of OIL. OIL reserves the right to visit the laboratory from time to time to ensure that the prescribed procedures are being followed.

9.8 The calibration certificates of all the instruments to be used shall be submitted to Chief Chemist (RP)/Company Representative of OIL before the commencement of the work. The calibration shall be renewed before the expiry of the validity period and submit the renewed certificate to Chief Chemist (RP)/Company Representative of OIL as and when required.

**END OF PART – 3, SECTION -II**

## **PART – 3**

### **SECTION – III**

#### **SPECIAL TERMS AND CONDITIONS OF CONTRACT**

##### **1.0 ASSOCIATION OF COMPANY'S PERSONNEL:**

Company's Engineer-in-charge and his nominated Representative(s) will be associated with supervision & guidance of the work to be carried out by the Bidder throughout the operations. The Bidder shall execute the services in cost effective way with professional competence and shall provide Company with a standard of work customarily provided by reputed Bidders.

##### **2.0 PROVISION OF PERSONNEL AND FACILITIES:**

2.1 The Bidder shall provide the all such required personnel including unskilled labourers, if any, for job execution at site in persistent with contractual provisions.

2.2 The key personnel to be deployed by the Bidder for job execution at site must have the requisite experience & qualifications as detailed herein and should be fluent in English language. On Company's request, Bidder shall remove and replace at their own expenses any of their personnel whose presence is considered undesirable in the opinion of the Company.

2.3 The Bidder shall be responsible for, and shall provide for all requirements of their personnel and of their sub-bidder, if any, including but not limited to their insurance, transportation (to & fro upto site and local transportation), medical/first-aid, vacation, salaries and all amenities, termination payment and all immigration requirement and taxes, if any, payable in India or outside at no extra charge to the Company.

2.4 Company will provide free boarding, lodging and first-aid facility to a maximum of three Bidder's personnel per visit in connection with job execution. Well site accommodation shall be provided in bunkhouses on sharing basis.

**3.0 LABOUR:** The recruitment of the labour shall be met 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 labourers should conform to the provisions of labour laws as per Contract Labour (Regulation & Abolition) Act, 1970.

3.1 **SAFETY:** Bidder shall follow all safety norms as prevalent in the industry/ locality and also observe such safety regulations in accordance with acceptable practice and applicable Indian laws such as Mines safety rules etc. Bidder shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and safe handling of instruments etc. at all times.

3.2 Bidder shall provide the Personal Protective Equipment (PPE) to their personnel as required and ensure strict use.

3.3 Safety and security of Bidder's resources including personnel, equipment, materials & stores will be the sole responsibility of the Bidder. Company will not handle/operate any of Bidder's equipment and materials at site with or without permission, unless it is considered otherwise necessary to safeguard life/property.

3.4 **PROTECTION OF ENVIRONMENT:** In performance of the Contract, the Bidder shall carry out the services with due regard to concerns with respect to protection of the environment and conservation of natural resources and shall in particular comply with the requirements of applicable laws and the reasonable requirements of the Government from time to time.

4.0 **CONFIDENTIALITY OF INFORMATION:** All information obtained by Bidder in the conduct of operations and the information/maps provided by the Company to the Bidder shall be considered confidential and shall not be divulged by Bidder or its employees to anyone other than the Company's personnel. This obligation of Bidder shall be in force even after termination of the Contract.

5.0 **OBLIGATION OF THE BIDDER:** The following special terms and conditions shall be binding on the Bidder:

5.1 In case, if Company decides to deploy two (2) rigs for simultaneous operations at both the locations, Bidder shall provide the environmental parameter monitoring services accordingly for both the rig sites at same rates, terms and conditions. Payment shall be made by Company on the basis of actual volume of jobs carried out by the Bidder irrespective one rig operation or more.

5.2 A responsible competent representative of the Bidder shall be physically present at site with Chief Chemist (RP)/Company Representative of OIL during any visit/audit by any officials of Govt./SPCB/CPCB/MoEF/any other regulatory bodies, if any such statutory agency calls upon for inspection during the currency of this contract. He should make ready all required documents/certificates/instruments etc. for inspection. He should fully co-operate OIL during the entire process.

5.3 The Bidder shall carry out any other environmental parameter testing that might come out as a result of audit recommendations by SPCB/CPCB/MoEF or any other regulatory bodies. However, for any financial implication, matter will be resolved as per existing NABL accredited laboratory test lab rates.

5.4 All Indian laws/Regulations/provisions applicable to Environmental Parameter Monitoring specified by CPCB shall be binding on the Bidder.

5.5 The Bidder shall be responsible for obtaining Border Area permit or any other statutory requirements to work in Rajasthan at their cost. However, Company shall provide requisite documents/papers and extend all administrative help in this regard, if necessary.

5.6 The Bidder shall be responsible for taking precautionary measures for the safety of lives and property while executing the works and provide Personnel Protective Equipment (PPE) to all their work personnel for any activities related to the contract within the periphery of the drilling location. In the event of any loss or damage caused to Bidder's property or person(s) due to accidents while discharging

this contract, the payment of compensation, if any, shall be entirely borne by the Bidder. Therefore, adequate insurance coverage must be secured by the Bidder and shall be maintained throughout the contract period.

5.7 The Bidder shall submit the documents of compliance of Minimum Wages Act every month, in case of deployment of contractual labourer.

5.8 Bidder shall keep their equipment/instruments, if any, in well calibrated and good working order at all the time.

5.9 Bidder shall comply with Indian Laws and regulations of Government of India but not limited to laws in respect of inland travel, use of wireless sets, maps and charts, entry regulations, security restrictions, foreign exchange, work permits, import of equipment, employment of Indian nationals etc. Any other work required for the efficient and successful execution of work shall be carried out by the Bidder except those enumerated under the obligation of the Company defined below.

#### **6.0 OBLIGATIONS OF COMPANY:**

a) Reasonable administrative help will be extended by Company to Bidder during the job execution as may be confronted from time to time. However, the Bidder shall make available the required details in this regard as necessary.

b) Company shall organize all possible help from local Government/ Administration to Bidder's personnel and equipment in case of natural disasters, civil disturbances and epidemics.

c) Allow Bidder and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

d) Pay Bidder in accordance with terms and conditions of the contract.

e) Perform all other obligations required of Company by the terms of the contract

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#### **END OF PART- 3, SECTION - III**

**PART – 3**

**SECTION - IV**

**SCHEDULE OF SERVICES, QUANTITY AND RATES**

**1.0 SCHEDULE OF QUANTITY:** The quantity of measurement of environmental parameters monitoring shall be considered as under, based on Company's planned drilling program. However, the total quantity may vary during actual job execution.

**DRILLING WELLS**

Sl. No	Job Description	UOM	Schedule of Measurement	Total Nos. of wells planned to be drilled	Tentative Duration of Drilling per Well (Months)	Total Measurement Quantity of the contract (No) (g)=(d)x(e) x(f)
(a)	(b)	(c)	(d)	(e)	(f)	
1	Ambient Air Quality Monitoring (Parameters as defined in Clause No. <b>4.2(A)</b> under PART-II.	No.	Once in a month per well  (1 Measurement shall consist of testing of all parameters in clause No. 4.2(A).	10	3	30
2	Stack Gas Emission Monitoring from various Stacks as defined in Clause No. <b>4.2(B)</b> under PART-II.	No.	Four (4) Samples per Month/Well  (1 sample/stack/month)  Total stack emissions -4	10	3	120

3	Noise Level Monitoring as defined in Clause No.  <b>4.2(C)</b> under PART-II.	No.	Thrice per Well  (1 measurement shall consist of reading at 6 locations)	10	-	30
4	Drill Cuttings Monitoring for Mercury as defined in Clause No. <b>4.2(D)</b> under PART-II.	No.	Twice per Well	10	-	20
5	Drill fluid additives (Barite) parameter monitoring for Mercury & Cadmium as defined in Clause No.  <b>4.2 (E)</b> under PART-II.	No.	Twice per Well	10	-	20
6	Drill fluid quality monitoring for toxicity as defined in Clause No.  <b>4.2(F)</b> under PART-II.	No.	Twice per Well	10	-	20

### **WORKOVER WELLS**

Sl. No (a)	Job Description (b)	UOM (c)	Schedule of Measurement (d)	Total Nos of workover (e)	Tentative Duration of workover per Well (Months) (f)	Total Measurement Quantity of the contract (No) (g)=(d)x(e) x(f)
1	Ambient Air Quality Monitoring (Parameters as defined in Clause No. <b>4.2(A)</b> under PART-II.	No.	Once in a month per well  (1 Measurement shall consist of testing of all parameters in clause No. 4.2(A).	30	1	30
2	Stack Gas Emission Monitoring from various Stacks as defined in Clause No. <b>4.2(B)</b> under PART-II.	No.	Four (4) Samples per Month/Well  (1 sample/stack/month)  Total stack emissions -4	30	1	120
3	Noise Level Monitoring as defined in Clause No. <b>4.2(C)</b> under PART-II.	No.	Once per Well  (1 measurement shall consist of reading at 6 locations)	30	-	30
4	Drill fluid quality monitoring for toxicity as defined in Clause No. <b>4.2(F)</b> under PART-II.	No.	Once per Well	20	-	20



### **PRODUCTION INSTALLATIONS**

Sl. No	Job Description	UOM	Schedule of Measurement	Total Nos. of Production Installations (e)	Tentative Duration of operation (Months) (f)	Total Measurement Quantity of the contract (No)  (g)=(d)x(e)x(f)
(a)	(b)	(c)	(d)			
1	Ambient Air Quality Monitoring (Parameters as defined in Clause No. <b>4.2(A)</b> under PART-II.	No.	Once in a month  (1 Measurement shall consist of testing of all parameters in clause No. 4.2(A).	5	24	120
2	Stack Gas Emission Monitoring from various Stacks as defined in Clause No. <b>4.2(B)</b> under PART-II.	No.	Four (4) Samples per Month  (1 sample/stack/month)  Total stack emissions -4	5	24	480
3	Noise Level Monitoring as defined in Clause No. <b>4.2(C)</b> under PART-II.	No.	Once per Well  (1 measurement shall consist of reading at 6 locations)	5	<b>24</b>	120

- 2.0 RATES FOR PAYMENT:** The rates/charges as agreed by the parties and payable by Company to the Bidder towards full and proper performance of their contractual obligations in line with the provisions of the contract are as under:

<b>Srl. No.</b>	<b>Brief Description of Services</b>	<b>Unit</b>	<b>Quantity (a)</b>	<b>Unit Rate (INR) (b)</b>	<b>Amount (INR) (c)=(a) X (b)</b>
1	Ambient Air Quality Monitoring	No.	180		
2	Stack Gas Emission Monitoring	No.	720		
3	Noise Level Monitoring	No.	180		
4	Drill Cuttings Monitoring for Mercury	No.	20		
5	Drill fluid additives (Barite) parameter monitoring for Mercury & Cadmium	No.	20		
6	Drill fluid quality monitoring for Toxicity	No.	40		
<b>Total Estimated Contract Value for Two (2) Years: (Sum Total of all above)</b>					

**NOTE:**

- 1.0 Above requirements are to be read in conjunction with the Scope of Work, Schedule of quantity and the General Terms & Conditions detailed herein in this document. Further, the Bidder has quoted their rates after assessing the terrain and getting themselves fully acquainted with details of surface topographic features, logistic issues, weather conditions, working culture in the area, socio-political environment, security aspects, law of the land and any other aspects which potentially can affect the costs, except the force majeure situation.
- 2.0 Mobilisation & Demobilisation charges, if any envisaged by the Bidder are to be included in the above rates/prices and the same are not payable extra by Company.
- 3.0 The rates agreed/included above are inclusive of all liabilities, taxes, duties & levies, but, excluding GST which will be extra and payable by OIL.
- 4.0 The quantity/parameter assumed against each item above is purely tentative as assessed by Company and are valid for bid evaluation purpose only. It is, however, to be clearly understood that payment will be made to the Bidder on the basis of actual quantity/parameters executed by the Bidder to the satisfaction of Company as per contractual provisions.

- 5.0 The above Charges/rates include all costs that the Bidder is expected to incur in executing the contract including cost of manpower, to & fro fare, equipment/accessories, spares, consumables, stationeries, charges for laboratory testing & analyses, deliverables and any other associated costs to cover the entire Scope of Work defined in this document.
- 6.0 During their stay at well site ( maximum 2 days continuous) in connection with job execution under this contract, Company will provide free boarding, lodging and first-aid facility to a maximum of three Bidder's personnel per visit. Well site accommodation shall be provided in bunkhouses on sharing basis.

\*\*\*\*

**END OF PART – 3, SECTION - IV**

**PART – 3**

**SECTION-V**

**SAFETY MEASURES**

To,

Executive Director (Rajasthan Project)  
Oil India Limited  
Rajasthan Project  
Jodhpur-342005

**DESCRIPTION OF SERVICES:**Hiring of Services for Environmental Parameters Monitoring at exploratory drilling installation in Rajasthan (Baghewala Mining Lease, Dandewala)

Sir,

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

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
- b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:
  - i) \_\_\_\_\_
  - ii) \_\_\_\_\_
  - iii) \_\_\_\_\_

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

- c) Due notice would be given for any change 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.
- g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

**GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:**

1. It will be solely the Bidder'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 subbidders hired by him comply with the same requirement as the bidder himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub-bidders.
2. Every person deployed by the Bidder in a mine must wear safety gadgets to be provided by the bidder. The Bidder 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 Bidder fails to provide the safety items as mentioned above to the working personnel, the Bidder 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 Bidder's Bill. However, it will be the Bidder'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. The Bidder 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 Bidder and how it is to be managed.
4. The Bidder shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the bidder's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.
6. Bidder has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a

specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.

7. All persons deployed by the bidder for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the bidder and the work and its validity period, indicating status of MVT, IME & PME.
8. The Bidder shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
9. 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.
10. It will be entirely the responsibility of the Bidder/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/ Engineer/Official/Supervisor/Junior Engineer for safe operation.
11. Any compensation arising out of the job carried out by the Bidder whether related to pollution, Safety or Health will be paid by the bidder only.
12. Any compensation arising due to accident of the Bidder's personnel while carrying out the job, will be payable by the Bidder.
13. The Bidder shall have to report all incidents including near miss to Installation Manager/departmental representative of the concerned department of OIL.
14. The Bidder has to keep a register of the persons employed by him/her. The Bidder's supervisor shall take and maintain attendance of his men every day for the work, punctually.
15. If the Company arranges any safety class / training for the working personnel at site (company employee, bidder worker, etc.) the Bidder will not have any objection to any such training.
16. The health check-up of Bidder's personnel is to be done by the bidder 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.
17. To arrange daily tool box meeting and regular site safety meetings and maintain records.
18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the Bidder.

19. A Bidder employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
20. A Bidder 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.
21. Bidder's arrangements for health and safety management shall be consistent with those for the mine owner.
22. In case Bidder is found non-compliant of HSE laws as required company will have the right for directing the bidder to take action to comply with the requirements, and for further non-compliance, the bidder will be penalized prevailing relevant Acts/Rules/Regulations.
23. When there is a significant risk to health, environment or safety of a person or place arising because of a noncompliance of HSE Measures Company will have the right to direct the bidder to cease work until the noncompliance is corrected.
24. The Bidder should prevent the frequent change of his contractual employees as far as practicable.
25. The Bidder should frame a mutually agreed bridging document between OIL & the Bidder with roles and responsibilities clearly defined.
26. For any HSE matters not specified in the contract document, the Bidder will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

(Seal)

Yours Faithfully

Date\_\_\_\_\_

M/s. -----

FOR & ON BEHALF OF BIDDER

**Tender No. : CJI6133P18**

**LIST OF ITEMS (Equipment, Tools, Accessories, Spares & consumable)  
TO BE IMPORTED IN CONNECTION WITH EXECUTION  
OF THE CONTRACT SHOWING CIF VALUE**

**NOT APPLICABLE FOR THIS TENDER**

\*\*\*



**PROFORMA-B****PRICE BID FORMAT****TENDER No. : CJI6133P18****CURRENCY :INR (Indian Rupees)**

<b>Srl. No.</b>	<b>Brief Description of Services</b>	<b>Unit</b>	<b>Quantity (a)</b>	<b>Unit Rate (INR) (b)</b>	<b>Amount (INR) (c)=(a) X (b)</b>
1	Ambient Air Quality Monitoring	No.	180		
2	Stack Gas Emission Monitoring	No.	720		
3	Noise Level Monitoring	No.	180		
4	Drill Cuttings Monitoring for Mercury	No.	20		
5	Drill fluid additives (Barite) parameter monitoring for Mercury & Cadmium	No.	20		
6	Drill fluid quality monitoring for Toxicity	No.	40		
<b>Total Estimated Contract Value for Two (2) Years: (Sum Total of all above)</b>					

**NOTES:-**

- (i) The items referred in the format are to be read in conjunction with Section-IV,Part - 3.
- (ii) The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work, '**NIL/Free of Charge**' should be mentioned against such part of work.
- (iii) The quantities indicated above are tentative requirement for two years and considered for evaluation purpose of bids/estimation of total contract value only. Payment shall, however, be made at actual use against which the units rates have been asked for. No charges other than indicated above are payable.
- (iv) All taxes other than GST shall be borne by the Contractor. The quoted price shall be exclusive of GST. The applicable GST shall be on Company's account. However, liability for payment of the GST in case of Indian Bidder shall lie on the Contractor. The quantum(%age) of GST as applicable against the contract must be indicated separately.
- (v) Bid evaluation will be carried out based on the sum total of prices of item Srl. Nos. 1 to 6 of the price bid format shown above.

**Authorized Person's Signature: \_\_\_\_\_****Name: \_\_\_\_\_****Seal of the Bidder:**

\*\*\*

**BID FORM**

To  
OIL INDIA LIMITED  
For DGM-SERVICES  
RAJASTHAN PROJECT  
JODHPUR-342005

**Sub: IFB No. CJI6133P18**

*Gentlemen,*

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of \_\_\_\_\_ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within (\_\_\_\_\_) days calculated from the date of issue of Letter of Award (LOA).

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 10% of estd. Annual contract value for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

**Tender No. : CJI6133P18**

**STATEMENT OF COMPLIANCE**  
**(Only exceptions/deviations to be rendered)**

<b>SECTION NO. (PAGE NO.)</b>	<b>CLAUSE NO. SUB-CLAUSE NO.</b>	<b>COMPLIANCE/ NON COMPLIANCE</b>	<b>REMARKS</b>

**(Authorised Signatory).**

**Name of the Bidder**\_\_\_\_\_

**NOTE:** OIL INDIA LIMITED expects the Bidders to fully accept the terms and conditions of the bid document. However, should the Bidders still envisage some exceptions/ deviations to the terms and conditions of the bid document, the same should be highlighted as per format provided above and to be submitted as part of their Technical Bid. If the Proforma is left blank, then it would be presumed that the Bidder has not taken any exception/deviation to the terms and conditions of the bid document.

**FORM OF BID SECURITY (BANK GUARANTEE)**

Ref. No.

Bank Guarantee No.

TO  
OIL INDIA LIMITED  
For DGM-SERVICES  
RAJASTHAN PROJECT  
JODHPUR-342005

WHEREAS, (Name of Bidder) ..... (hereinafter called “the Bidder”) has submitted their Bid No. .... dated ..... for the provision of certain OILFIELD services (hereinafter called “the Bid”) against OIL INDIA LIMITED, RAJASTHAN PROJECT, JODHPUR (hereinafter called the “Company”)’s IFB No. .... . KNOW ALL MEN by these presents that we (Name of Bank) ..... of (Name of country) ..... having our registered office at ..... (hereinafter called “the Bank”) are bound unto the Company in the sum of (.....)\* for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this ..... Day of ..... , 2016.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws their bid during the period of bid validity specified by the Bidder;

Or

2. If the Bidder, having been notified of the acceptance of their bid by the Company during the period of bid validity:

- fails or refuses to execute the Form of Contract in accordance with the Instructions to Bidders in the tender documents, or

- fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders in the tender documents;

Or

3. If the Bidder furnishes fraudulent document/information in their bid

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable/email), without Company having to substantiate its demand, provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or two or all of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (\*\*) and any demand in respect thereof should reach the bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTOR.....  
Name of Bank & Address.....  
Witness .....  
Address.....

-----  
(Signature, Name and Address)  
Date.....  
Place.....

- 
- The Bidder should insert the amount of the guarantee in words and figuresdenominated in the currency of the Company's country or an equivalentamount in a freely convertible currency.
  - The Date of Expiry of Bank Guarantee should be 210 days after the bid closingdate as stated in the tender document

**The details of the issuing bank and controlling bank are as under:**

**A.Issuing Bank**

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

**B.Controlling Office**

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

*Signature& Seal of the Bank*

**FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)\***

To:  
(Name of Company .....)  
(Address of Company  
.....)

WHEREAS (Name and address of Contractor) .....  
(hereinafter called "Contractor") had undertaken, in pursuance of Contract  
No..... Dated ..... to execute (Name of Contract and brief  
description of the work) ..... (hereinafter called "the  
Contract"), AND WHEREAS it has been stipulated by you in the said Contract  
that the Contractor shall furnish you with a bank guarantee by a recognised  
bank for the sum specified therein as security for compliance with his  
obligations in accordance with the Contract;

AND

WHEREAS we have agreed to give the Contractor such a Bank Guarantee,  
now THEREFORE we hereby affirm that we are the Guarantor and  
responsible to you, on behalf of the Contractor, up to a total of (Amount of  
Guarantee)\*\* ..... (in words) ..... such sum  
being payable in the type and proportions of currencies in which the Contract  
Price is payable, and we undertake to pay you, upon your first written  
demand and without cavil or argument, any sum or sums within the limits of  
the guarantee sum as aforesaid without your needing to prove or to show  
grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the  
Contractor before presenting us with the demand.

We further agree that no change or addition to or other modifications of the  
terms of the Contract or of the work to be performed there under or of any of  
the Contract documents which may be made between you and the Contractor  
shall in any way release us from any liability under this guarantee, and we  
hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (.....)\*\*(calculated at **3 months**  
after Contract completion date).

SIGNATURE & SEAL OF THE GUARANTOR :.....  
Name of Bank

:.....  
Address :.....  
.....  
Date :.....

---

\* Bidders are NOT required to complete this form while submitting the bid.

\*\*An amount is to be inserted by the guarantor, representing the percentage of the Contract price specified in the Contract, and denominated either in the currency of the Contract or in a freely convertible currency acceptable to the Company as per para 29.0 of Part-1.

**The details of the issuing bank and controlling bank are as under:**

**A.Issuing Bank**

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

**B.Controlling Office**

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

***Signature& Seal of the Bank***

**AGREEMENT FORM**

This Agreement is made on \_\_\_\_ day of \_\_\_\_\_ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan, Assam and Rajasthan Project Office at Jodhpur in the State of Rajasthan, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. \_\_\_\_\_ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services \_\_\_\_\_ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company had issued a firm Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's IFB No. \_\_\_\_\_. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Award and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:



- (a) General Conditions of Contract, (Part-3, Section-I)
- (b) Scope of Work/Terms of Reference/Technical Specification, (Part-3, Section-II)
- (c) Special Conditions of Contract, (Part-3, Section-III)
- (d) Schedule of Services/Schedule of Rates, (Part-3, Section-IV)
- (e) Estimated CIF value of items at the time of import, (Proforma-A)
- (f) Price Bid Format, (Proforma-B)
- (g) Performance Security Form, (Proforma-F)
- (h) Agreement Form, (Proforma-G)
- (i) Format of Agreement between Bidder and Parent/Wholly owned Subsidiary Company ( Attachment – I)
- (j) Parent Company/Subsidiary Company Guarantee (Attachment – II)
- (k) Format of Agreement between Bidder and Sister Subsidiary/Co-subsidiary Company and the Ultimate Parent/Holding Company of both the Bidder and Sister Subsidiary /Co-Subsidiary ( Attachment –III)
- (l) General HSE Points (Appendix-A)
- (m) Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971 (Appendix-B)

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Jodhpur, Rajasthan as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)  
Name:  
Status:  
In presence of  
1.  
2.

For and on behalf of Contractor  
(M/s. \_\_\_\_\_)  
Name:  
Status:  
In presence of  
1.  
2.

---

\* Bidders are NOT required to complete this form.

**PROFORMA LETTER OF AUTHORITY**

TO  
**CHIEF MANAGER (M&C)**  
Materials & Contracts Department  
Oil India Ltd., Rajasthan Project  
Jodhpur-342005  
Rajasthan, India

Sir,

**Sub: OIL's IFB No. CJI6133P18**

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. \_\_\_\_\_ for hiring of services for \_\_\_\_\_.

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

**Note:** This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

**AUTHORISATION FOR ATTENDING BID OPENING**

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

TO

**CHIEF MANAGER (M&C)**

Materials & Contracts Department

Oil India Ltd., Rajasthan Project

Jodhpur-342005

Rajasthan, India

Sir,

**Sub: OIL's e-Tender No. CJI6133P18**

We hereby authorise Mr. /Ms. \_\_\_\_\_ (Name and address) to be present at the time of Pre-Bid Meeting / Un-priced Bid Opening / Price Bid Opening and for any subsequent correspondence / communication of the above Tender due on \_\_\_\_\_ on our behalf.

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

**Note:** This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

\*\*\*

**INTEGRITY PACT**

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the Bidder).....hereinafter referred to as "The Bidder/Contractor"

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for -----  
----- . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section: 1 - Commitments of the Principal**

**(1)** The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.

**(2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

**Section: 2 - Commitments of the Bidder/Contractor**

**(1)** The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future Contracts**

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

### **Section 4 - Compensation for Damages**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

3. The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

### **Section 5 - Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### **Section: 6- Equal treatment to all Bidders/Contractor/Subcontractors**

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

### **Section: 7- Criminal charges against violating Bidders/Contractors/ Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

### **Section: 8 - External Independent Monitor/Monitors**

(Three in number depending on the size of the contract)

(To be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action

to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

**Section: 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

**Section:10 - Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Noida.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....

**For the Principal :**

Place. JODHPUR.

Date .....

.....

**For the Bidder/Contractor:**

Witness 1: .....

Witness 2: .....

NAME OF INDEPENDENT EXTERNAL MONITOR:

- i. SHRIRAJIV MATHUR, IPS(Retd)  
Former Director, IB, Govt. of India  
E-mail : [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com)
- ii. SHRI SATYANANDA MISHRA, IAS(Retd.)  
Former Chief Information Commissioner of India &  
Ex-Secretary, DOPT, Govt. of India  
E-Mail ID : [satyanandamishra@hotmail.com](mailto:satyanandamishra@hotmail.com)

\*\*\*\*\*

**ANNEXURE – 1**

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

[TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER  
HEAD]

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of M/s... .. (Name of the Bidder) for the last three (3) completed accounting years upto ..... (as the case may be) are correct.

<b><u>YEAR</u></b>	<b><u>TURNOVER</u> <u>In INR Crores</u></b>	<b><u>NET WORTH</u> <u>In INR Crores</u></b>

Place :

Date:

Seal:

Membership No ..

Registration Code:

Signature :

\*\*\*

**Attachment – I**

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY  
/ WHOLLY OWNED SUBSIDIARY COMPANY (As the case may be)**

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this \_\_\_\_ day of \_\_\_\_ month \_\_\_\_ year by and between M/s. \_\_\_\_\_ (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as Bidder on the first part and M/s. \_\_\_\_\_ (Fill in full name, constitution and registered office address of Parent Company/Subsidiary Company, as the case may be) hereinafter referred to as "Parent Company/Subsidiary Company (Delete whichever not applicable)" of the other part:

WHEREAS



M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. \_\_\_\_\_ for \_\_\_\_\_ and M/s. \_\_\_\_\_ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. \_\_\_\_\_ [Parent Company/ Subsidiary Company-(Delete whichever not applicable)] and whereas Parent Company/ Subsidiary Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the Bidder for successful execution of the contract, if awarded to the Bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/s. \_\_\_\_\_ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main Bidder and liaise with OIL directly for any clarifications etc. in this context.
2. M/s. \_\_\_\_\_ (Parent Company/ Subsidiary Company (Delete whichever not applicable) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the Bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Parent Company/Subsidiary Company (Delete whichever not applicable) and accepted by the Bidder.
3. This agreement will remain valid till validity of Bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the Bidder
4. It is further agreed that for the performance of work during contract period Bidder and Parent Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and severally responsible to OIL for satisfactory execution of the contract.
5. However, the Bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of (Bidder)

For and on behalf of  
(Parent Company/Subsidiary Company  
(Delete whichever not applicable))

M/s.

M/s.

Witness:

Witness:

1)

1)

2)

2)

**PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE (Delete whichever not applicable)**

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

**DEED OF GUARANTEE**

THIS DEED OF GUARANTEE executed at í í í .. this í í .. day of í í í by M/s í í í í í í í í í í (Mention complete name) a company duly organized and existing under the laws of í í í í í í í . (Insert jurisdiction/country), having its Registered Office at í í í í í í í í í í í í í í hereinafter called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

**WHEREAS**

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, and having an office, amongst others, at Kakinada, Andhra Pradesh, and Jodhpur, Rajasthan, India hereinafter called "OIL" which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number í í í í í í í for í í .. on í í í í ..

M/s í í í í í í í .. (Mention complete name), a company duly organized and existing under the laws of í í í í í í í . (Insert jurisdiction/country), having its Registered Office at í í í í í í í í .. (give complete address) hereinafter called "the Company" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number í í í í í í í to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.

The Company and the Guarantor have entered into an agreement dated í í .. as per which the Guarantor shall be providing technical and such other supports as may be necessary for performance of the work relating to the said tender.

Accordingly, at the request of the Company and in consideration of and as a requirement for OIL to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:

1. The Guarantor (Parent Company / **Wholly Owned Subsidiary Company (Delete whichever not applicable)**) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.

3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL.

The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.

4. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
5. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of India, India.
6. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
7. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Parent Company/Subsidiary Company (Delete whichever not applicable))

M/s \_\_\_\_\_

Witness:

1. Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Address \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_

Common seal of the  
Company \_\_\_\_\_

Witness:

2. Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Address \_\_\_\_\_

#### **INSTRUCTIONS FOR FURNISHING PARENT/SUBSIDIARY COMPANY GUARANTEE**

1. Guarantee shall be executed on stamp paper of requisite value and notarized.

2. The official(s) executing the guarantee shall affix full signature (s) on each page.
3. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by the Company Secretary shall be furnished alongwith the Guarantee.
4. Following certificate issued by Company Secretary of the guarantor company shall also be enclosed alongwith the Guarantee.

öObligation contained in the deed of guarantee No.\_\_\_\_\_ furnished against tender No. \_\_\_\_\_ are enforceable against the guarantor company and the same do not, in any way, contravene any law of the country of which the guarantor company is the subjectö

**FORMAT OF AGREEMENT BETWEEN BIDDER THEIR SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY (Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company) **(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)****

This agreement made this \_\_\_\_ day of \_\_\_\_ month \_\_\_\_ year by and between M/s. \_\_\_\_\_ (Fill in Bidder's full name, constitution and registered office address) hereinafter referred to as "Bidder" of the first part and

M/s. \_\_\_\_\_ (Fill in full name, constitution and registered office address of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein after referred to as "Sister Subsidiary/ Co-subsidiary" of the second part and

M/s. \_\_\_\_\_ (Fill in the full name, constitution and registered office address of the Ultimate Parent/Holding Company of both the subsidiaries) hereinafter referred to as "Ultimate Parent/ Holding Company" of the third part.

**WHEREAS**

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. \_\_\_\_\_ for \_\_\_\_\_ and

M/s. \_\_\_\_\_ (Bidder) intends to bid against the said tender and desires to have a technical support of M/s. \_\_\_\_\_ (Sister Subsidiary/Co-subsidiary Company) and Sister Subsidiary/Co-subsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the Bidder for successful execution of the contract, if awarded to the Bidder.

Now, it is hereby agreed to by and between all the three parties as follows:

1. M/s. \_\_\_\_\_ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.
2. M/s. \_\_\_\_\_ (Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the Bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Bidder.
3. This agreement will remain valid till validity of Bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the Bidder.
4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.
5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the Bidder for execution of the contract are honoured.

6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.
7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of  
(Bidder)

M/s.  
Witness

1)  
2)

For and on behalf of  
(Sister Subsidiary /  
Co-subsidiary)

M/s.  
Witness

1)  
2)

For and on behalf of  
(Ultimate Parent / Holding  
Company)

M/s.  
Witness

1)  
2)

Note: In case of contracts involving - (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance of any equipment, as the bidding company can draw on the experience of their multiple subsidiary sister/Co-subsidiary company (ies) specializing in each sphere of activity, i.e. (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance, therefore, in that case, the above format shall be signed by all the sister/Co-subsidiary company(ies) and necessary modifications may be made in the above format to include all sister subsidiaries.

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**GENERAL HSE POINTS**

1.0 It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect in the Health, Safety & Environmental aspects of the entire job (namely, the persons 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 Contractors.

2.0 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 the Company PPE schedule. Safety appliances like protect 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.

3.0 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including as assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries and materials from the mining operation/operations to be done by the Contractor and how it is to be managed.

4.0 The Contractor shall provide a copy of SOP to the person designated the Mine Owner who shall be supervising the Contractor's work.

5.0 Keep an up to date SOP and provide a copy to changes to a person designed by the Mine Owner/Agent/Manager

6.0 The 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

7.0 All persons deployed by the Contractor for working in 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.

8.0 The Contractor shall submit to DGMS indicating – name of his firm Registration Number, name & Address of person heading the firm, nature of work, type of deployment of work persons, No. of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

9.0 The return shall be submitted quarterly (by 10<sup>th</sup> 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.

10.0 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 the Company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.

11.0 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.

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

13.0 The Contractor shall have to report all incidents including near miss to installation manager/Departmental Representative of concerned department of OIL.

14.0 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, punctuality.

15.0 If the Company arranges any safety class/training for the working personnel at site (Company employees, Contractor worker etc.) the Contractor will not have any objection to any such training.

16.0 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.

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

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



19.0 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are all the employee's place of work and who may be affected by the employee's act or omissions at work.

20.0 A Contractor employee must, while at work, co-operate 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.

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

22.0 In case Contractor is found non-compliant of HSE laws as required the Company will have the right for directing the Contractor to take action comply with the requirements, and for further non-compliance, the Contractor

23.0 When there is a significant risk to health, environment or safety of a persons or pace arising because of a non-compliance of HSE measure the Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.

24.0 The Contractor should prevent the frequent change of his contractual employees as far as practicable.

25.0 The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.

26.0 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.

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**Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971**

Every Contractor to whom this Act applies shall execute any work through Contract Labour only after obtaining valid license from Licensing Officer.

To obtain license contractor is required to submit:

- i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;
- ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.
- iii) Original Form-V issued by PE
- iv) Demand Draft for license fees and security deposit payable in favour of Regional Labour Commissioner (Central), Ajmer along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;
- v) Copy of Work Order;
- vi) Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;

Note: 1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.

2. Contractors, may intimate Dy. Chief Labour Commissioner (Central), Ajmer for expediting/suitable action if they do not receive license nor any communication within a week.

3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining license until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining license by persuasion will be viewed seriously.

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**Provisions for procurement of Services pertaining to Oil & Gas business activities covered under Purchase preference Policy (linked with Local Content) (PP-LC).**

Purchase preference policy (linked with Local Content) (PP-LC) notified vide letter no.O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoPNG

1. In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.
2. Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) of **30%**
- 2.1 Such bidders shall furnish following undertaking on its letter head along with their techno-commercial bid. The undertaking shall become a part of the contract.

*"We \_\_\_\_\_ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. \_\_\_\_\_ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. \_\_\_\_\_."*

2.2 Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor.

*"We \_\_\_\_\_ the statutory auditor of M/s \_\_\_\_\_ (name of the bidder) hereby certify that M/s \_\_\_\_\_ (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. \_\_\_\_\_ (to be filled as notified at Enclosure I of the policy) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against OIL tender No. \_\_\_\_\_ by M/s \_\_\_\_\_ (Name of the bidder)."*

Note : In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.

2.3 At the bidding stage the bidder shall provide Break-up of %Local Component+ and %Imported Component+ in the prescribed format enclosed as Enclosure . III of the policy document of the policy and shall be uploaded by the bidders along with their price bid in the e-procurement portal.

3. Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference to 10% i.e. where the evaluated price is within 10% of the evaluated lowest price of Non Local Content (NLC) bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.

3.1 Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA (Techno- Commercial Acceptable) bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

4. Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.

4.1 However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.

4.2 When the tendered goods/services cannot be divided in the exact ratio of 50% / 50% then OIL reserve the right to award on lowest eligible PP-LC bidder for quantity not less than 50%, as may be dividable. For example - In case tendered quantity is 3 (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 2 nos. only and the rest will go to L-1 (NLC bidder).

OR

(Alternate clause applicable for cases where tendered quantity cannot be divided).

4. The tendered quantity is not splittable / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.

5. For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017.

6. The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.

7. OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

#### 8.0 Determination of LC

8.1 LC of Services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of services.

8.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering :

- a) Cost of component (material), which is used.
- b) Manpower and consultant cost, cost of working equipment/facility, and
- c) General service cost, excluding profit, company overhead cost, taxes and duties.

8.3 The criteria for determination of cost of local content in the service shall be as under :

- a) In the case of material being used to help the provision of service, based on country of origin.
- b) In the case of manpower and consultant based on INR component of the services contract.
- c) In the case of working equipment/facility, based on country of origin and
- d) In the case of general service cost, based on the criteria as mentioned in clauses a, b and c above.
- e) Indian flag vessels in operation as on date.

8.4 Determination of Local Content : The determination of local content of the working equipment/facility shall be based on the following provision.

Working equipment produced in the country is valued as 100% (one hundred percent) local content, working equipment produced abroad is valued as much as nil (0% percent) local content.

#### 9.0 Calculation of LC and Reporting

9.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC verifiable, the value of LC of the said component shall be treated as nil.

9.2 Formats for the calculation of LC of services may be seen at Enclosure-III of the policy document.

#### 10.0 Certification and Verification

10.1 Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows :

10.1.2 At bidding stage :

a) Price Break-up

(i) The bidder shall provide break-up of %Local Component+and %Imported Component+along with the price bid as per provisions under clause 2.3.

(ii) Bidder must have LC in excess of the specified requirement.

b) Undertaking by the bidder

i. The bidder shall submit undertaking along with the techno-commercial bid as per clause no.2.1, such undertaking shall become a part of the contract.

ii. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.

c) Statutory Auditor's Certificate

The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause 2.2.

10.1.3 After Contract Award

a) In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the contractor and certified by the Director/Authorized Representative of the Company.

b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.

10.2 Each supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

10.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of Local Content for the total work/purchase of the pro-rata Local Content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

10.4 Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.

10.5 OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

11 Sanctions

11.1 OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.

11.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.

11.3 If the bidder does not fulfill his obligation after the expiration of the period specified in such warning. OIL shall initiate action for blacklisting such bidder/ successful bidder.

11.4 A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services

shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

11.4.1 In pursuance of the clause No.11.4 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached at Enclosure B) equivalent to the amount of PBG.

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**Enclosure-B**

**Proforma of Bank Guarantee towards Purchase Preference – Local Content**

Ref. No. \_\_\_\_\_ Bank Guarantee No. \_\_\_\_\_  
Dated \_\_\_\_\_

To  
Oil India Limited

\_\_\_\_\_  
\_\_\_\_\_  
India

Dear Sirs,

1. In \_\_\_\_\_ consideration \_\_\_\_\_ of

\_\_\_\_\_ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called ~~the~~ the CONTRACT which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the ~~CONTRACTOR~~ the CONTRACTOR) which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ \_\_\_\_\_ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as ~~the Bank~~ the Bank, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any / all money to the extent of Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in \_\_\_\_\_ words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs./US\$(in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_ (indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this \_\_\_\_\_ date of \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_

WITNESS NO.1

\_\_\_\_\_

(Signature)

Full name and official address

(in legible letters)

Stamp

\_\_\_\_\_

(Signature)

Full name, designation and address

(in legible letters)

With Bank

WITNESS NO.2

Attorney as per power of

Attorney No. \_\_\_\_\_

Dated \_\_\_\_\_

\_\_\_\_\_

(Signature)

Full name and official address

(in legible letters)

Stamp



**Formats for calculation of Local Content in Goods/Services/EPC Contracts:**

**SERVICE::** ( As per Enclosure III of PP-LC Policy)

**CALCULATION OF LOCAL CONTENT- SERVICE**

NAME OF SUPPLIER OF GOODS/PROVIDER OF SERVICE							
			Cost Summary				
			Domestic	Imported Rs./Foreign Currency (To be specified by the service provider)	Total	LC	
						%	Rs./Foreign Currency (To be specified by the service provider)
			a	b	c = a+b	d = a/c	e = cxd
<b>A</b>	<b>Cost component</b>						
	<b>I. Material used cost</b>	Rs./Foreign Currency					
	<b>II. Personnel &amp; Consultant cost</b>	Rs./Foreign Currency					
	<b>III. Other services cost</b>	Rs./Foreign Currency					
	<b>IV. Total cost (I to IV)</b>	Rs./Foreign Currency					
<b>B</b>	<b>Taxes and Duties</b>	Rs./Foreign Currency					
<b>C</b>	<b>Total quoted price</b>	Rs./Foreign Currency					

**Note:**

$$\% \text{ LC Service} = \frac{\text{Total cost (A.IV.c)} - \text{Total imported component cost (A.IV.b)}}{\text{Total Cost (A.IV.c)}} \times 100$$

$$\% \text{ LC Service} = \frac{\text{Total domestic component cost (A.IV.a)}}{\text{Total Cost (A.IV.c)}} \times 100$$

As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content. *(Applicable only for Foreign Purchase / Global Tenders)*

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**--END OF TEND--**