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Date: 10.01.2019

**FORWARDING LETTER**

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

**Sub: IFB No.CJI-0235-P19 FOR HIRING OF SERVICES FOR ENVIRONMENTAL IMPACT ASSESSMENT (EIA) STUDIES (PRE-DRILLING) FOR OALP BLOCKS (i) RJ-ONHP-2017/8 (SOUTH BAGHEWALA BLOCK, AREA-516 SQ.KM.) AND (ii) RJ-ONHP-2017/9 (SIYASAR BLOCK, AREA-3012 SQ.KM.) IN RAJASTHAN PROJECT FOR A PERIOD OF TEN(10) MONTHS.**

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier OIL Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Rajasthan Project of Oil India Limited (OIL), is engaged in exploration and production of Natural Gas from the Jaisalmer Basin and exploration of Heavy Oil in Bikaner-Nagaur basin of Western Rajasthan in India. The Project Office of OIL at Jodhpur is well connected by Road, Rail & Air.

2.0 In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced Contractors through OIL's e-procurement site for **Hiring of Services for Environmental Impact Assessment (EIA) Studies (Pre-Drilling) for OALP Blocks (i) RJ-ONHP-2017/8 (South Baghewala Block, Area-516 sq.km.) and (ii) RJ-ONHP-2017/9 (Siyasar Block, Area-3012 sq.km.) in Rajasthan Project for a period of ten(10) months.** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

<b>IFB No./ Tender No.</b>	<b>CJI-0235-P19</b>
a. Type of IFB.	Single Stage Two Bid System (QCBS).
b. Bid Closing Date & Time.	<b>26.02.2019 at 11-00 hrs (IST).</b>
c. Bid (Technical) Opening Date & Time.	<b>26.02.2019 at 15-00 hrs (IST).</b>
d. Priced Bid Opening Date & Time.	Will be intimated to the eligible Bidders nearer the time.
e. Bid Submission Mode.	Bid to be uploaded on-line in OIL's E-Procurement portal.
f. Bid Opening Place.	Office of the DGM, M&C, Oil India Ltd., 2A, District Shopping Center, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India.

g. Bid Validity.	120 days from bid Closing date.
h. Mobilization Time.	As defined in the tender.
i. Bid Security Amount.	<b>INR 65,000/-</b>
j. Bid Security Validity.	210 days from bid closing date.
k. Amount of Performance Security.	10% of one year contract value.
l. Validity of Performance Security.	Shall be valid till 3 months beyond the completion date of contract.
m. Duration of the Contract.	Ten(10) months from the date of commencement of contract.
n. Quantum of Liquidated Damage for Default in Timely Mobilisation.	Refer clause No. 17.0 of General Conditions of Contract (Part-3, Section-I)
o. Bids to be addressed to.	DGM, M&C, Oil India Ltd., 2A, District Shopping Center, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India.

3.0 **Integrity Pact:** The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally 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. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the Bidder's authorized signatory who signs the Bid.

#### 4.0 **GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

4.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** and **Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**

4.2 Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>

4.3 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

4.4 MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.

4.5 For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to

furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regards and request for bid closing date extension on that plea shall not be entertained by Company.

4.6 Parties shall be eligible for accessing the tender in E-portal after OIL enables them in the E-portal on receipt of request for the same.

4.7 Parties, who do not have a User ID, can click on **Guest login button** in the OIL's E-portal to view the available open tenders. The detailed guidelines are available in OIL's e-procurement site (Help Documentation). For any clarification in this regard, Bidders may contact Mr. B. Bharali, Chief Manager (ERP-MM) at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 03742804903/7192/7171/7178.

## 5.0 **IMPORTANT NOTES:**

5.1 Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

i) The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the following documents which shall be submitted manually by the Bidder in two copies in a sealed envelope super-scribed with OIL's IFB No., Bid Closing date and marked as "Original Bid Security" and addressed to DGM (M&C), OIL INDIA LTD., Rajasthan Project, 2A, Saraswati Nagar, Jodhpur-342005, Rajasthan (India):

a) Original Bid Security

b) Printed catalogue and Literature, if called for in the tender.

c) Power of Attorney for signing the bid.

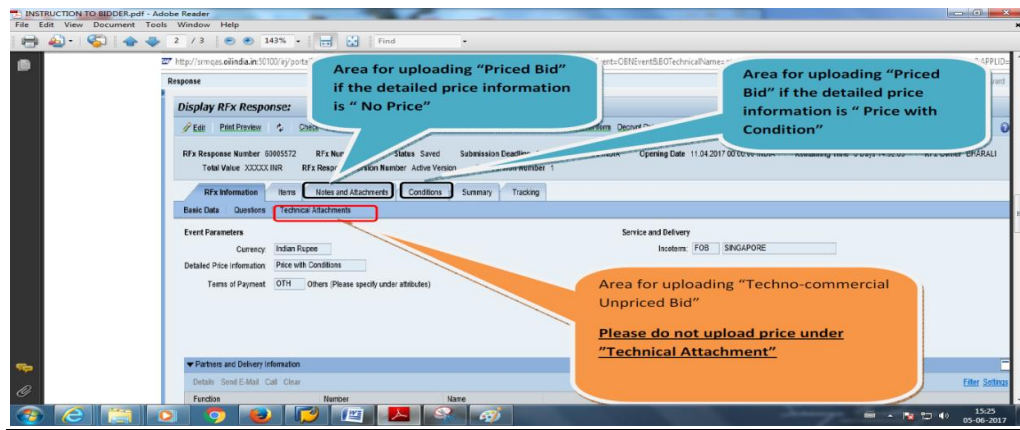
d) Any other document required to be submitted in original as per tender requirement.

**The above documents including the Original bid security, must be received at OIL's DGM- (M&C)'s office at Jodhpur on or before 11.00 Hrs(IST) on the Bid Closing date failing which the bid shall be rejected.** A scanned copy of the Bid Security shall also be uploaded by the Bidder along with their Technical Bid in OIL's E-procurement site.

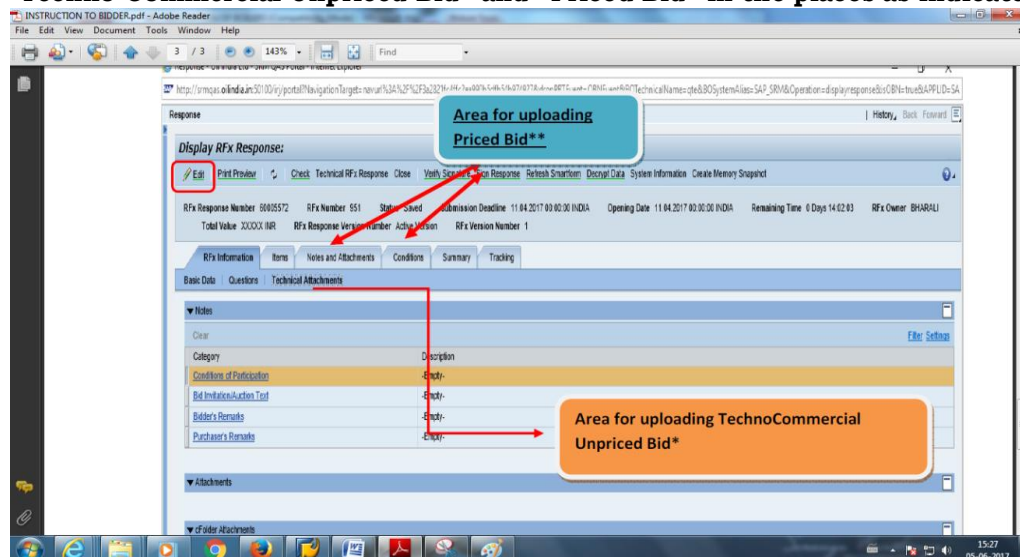
ii) Bid should be submitted on-line in OIL's E-procurement site before 11.00 AM (IST)(Server Time) of the bid closing date as mentioned and will be opened on the same day at 3.00 PM(IST) at the office of the DGM(M&C)in presence of the authorized representatives of the Bidders.

iii) If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.

iv) The tender is invited under SINGLE STAGE-TWO 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. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under **"Technical Attachment" Tab only. Bidders to note that no price details should be uploaded in "Technical Attachment" Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded as Attachment just below the "Tendering Text" in the attachment option under "Notes & Attachments" tab. A screen shot in this regard is given below for guidance. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Part-2, (III)-Commercial Criteria.**



**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 below:**



\*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.

6.0 OIL now looks forward to your active participation in the IFB.

Thanking you,

Yours faithfully,  
OIL INDIA LIMITED

(Anita Dam)  
Dy. General Manager (M&C)  
For CGM-Services(RP)  
For Executive Director(RP)

## **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.

#### **A. BID DOCUMENTS**

**2.0** The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:

- (a) A Forwarding Letter highlighting the following points:
  - (i) Company's IFB No. & Type and Tender Fee
  - (ii) Bid closing date and time
  - (iii) Bid opening date and time
  - (iv) Bid submission Mode
  - (v) Bid opening place
  - (vi) Bid validity, Mobilisation time & Duration of contract
  - (vii) The amount of Bid Security with validity
  - (viii) The amount of Performance Guarantee with validity
  - (ix) 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) Price Bid Format, (Proforma-B)
- (h) Bid Form, (Proforma-C)
- (i) Statement of Compliance, (Proforma-D)
- (j) Bid Security Form, (Proforma-E)
- (k) Performance Security Form, (Proforma-F)
- (l) Agreement Form, (Proforma-G)
- (m) Proforma of Letter of Authority, (Proforma-H)
- (n) Authorisation for Attending Bid Opening, (Proforma-I)
- (o) Integrity Pact, (Annexure-A1)
- (p) Format for Certificate of Annual turnover & Net Worth (Annexure – 1)
- (q) Format of Agreement between Bidder and Parent/Wholly owned Subsidiary Company (Attachment – I)
- (r) Parent Company/Subsidiary Company Guarantee (Attachment – II)
- (s) 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)
- (t) General HSE Points (Appendix-A)
- (u) Procedure for obtaining labour license (Appendix-B)
- (v) Provisions for Purchase Preference Policy (linked with Local Content) (PP-LC) (Annexure-X)
- (w) Undertaking Format (Annexure – XI)

**2.1** The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every

respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

### **3.0 TRANSFERABILITY OF BID DOCUMENTS:**

3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the Bidder in whose name the Bid Document has been issued.

3.2 Unsolicited bids will not be considered and will be rejected straightway.

### **4.0 AMENDMENT OF BID DOCUMENTS:**

4.1 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 Documents through issuance of an Addendum.

4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the "Technical RFx Response" under the tab "Amendments to Tender Documents". 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. **Bidders are to check from time to time the E-Tender portal ["Technical RFx Response" under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

## **B. PREPARATION OF BIDS**

**5.0 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 official and notarised English translated version, which shall govern for the purpose of bid interpretation.

### **5.1 BIDDER'S/AGENT'S NAME & ADDRESS:**

Bidders should indicate in their bids their detailed postal address including the Fax/Telephone /Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.

### **6.0 DOCUMENTS COMPRISING THE BID:**

Bids are invited under Single Stage Two Bid System. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

#### **(A) TECHNICAL BID**

- (i) Complete technical details of the services & equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Clause 10.0 hereunder.
- (iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original BidSecurity should be sent as per Clause No. 11.11 hereunder.
- (iv) Copy of Bid-Form **without** indicating prices in Proforma-C
- (v) Statement of Compliance as per Proforma-D
- (vi) Proforma-A: List of items to be imported **without** the CIF values.
- (vii) Copy of Priced Bid **without** indicating prices (Proforma-B)
- (viii) Integrity Pact digitally signed by OIL's competent personnel as Annexure-A1, attached with the bid document to be digitally signed by the Bidder.

#### **(B) PRICED BID**

Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the **"Notes & Attachments" Tab**:

- (i) Price-Bid Format as per Proforma-B
- (ii) Bid Form as per Proforma-C
- (iii) Proforma-A showing the items to be imported with the CIF values.

The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

#### **7.0 BID FORM:**

The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

#### **8.0 BID PRICE:**

8.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E- Tender Portal in "Notes & Attachment" Tab. Unit prices must be quoted by the Bidders, both in words and in figures.

8.2 Prices quoted by the successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

8.3 All duties (except customs duty which will be borne by the Company) and taxes including Corporate Income Tax, Personal Tax, Octroi/Entry Tax, other Cess/levies etc. except Goods and Service Tax (GST) payable by the successful Bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the Bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the Bidder.

#### **9.0 CURRENCIES OF BID AND PAYMENT:**

9.1 As this is a tender involving only Indian bidders (Local Competitive Bidding) the currency of the bid must be in Indian Rupees only and payment will be made accordingly in Indian Rupees.

#### **10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

10.1 These are listed in **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid document.

#### **11.0 BID SECURITY:**

11.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.9 hereunder.

11.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide **Proforma-E** in favour of OIL and payable at Jodhpur, Rajasthan from any of the following Banks:-

a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic Bidder.

The Bank Guarantee shall be valid for the time as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

**Note: Bid Security in the form of DD/Cheque/Cashier Cheque or any other mode will not be acceptable.**

11.2.1 The following is the Bank details of OIL, Rajasthan Project for obtaining Bank Guarantee:

Bank Details of Beneficiary(OIL, Rajasthan Project)	
a) Bank Name	CORPORATION BANK
b) Branch Name	JODHPUR BRANCH (0492)
c) Branch Address	No. 76, LK TOWER, CHOPASANI ROAD, JODHPUR-342003, RAJASTHAN
d) Banker Account No.	049200201000626
e) Type of Account	CURRENT ACCOUNT
f) IFSC Code	CORP0000492
g) MICR Code	342017002
h) SWIFT Code	N/A
i) Contact No.	0291-2649128, 2625504
j) Contact Person Name	MR. P. RAMNATH DIWAKAR
k) Fax No.	-
l) Email Id	cb492@corpbank.co.in

**11.3 Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.**

11.4 The Bank Guarantee shall be valid for 90 days beyond the validity of the bids specified in the Bid Document.

11.5 Bank Guarantee with any condition other than those mentioned in OIL's prescribed format shall not be accepted and bids submitted by bidders with such Bank Guarantee will be liable for rejection.

11.6 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E mail address and Branch Code.

11.7 Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

11.8 The Bank Guarantee should be enforceable at all branches of the issuing Bank within India and preferably at Jodhpur, Rajasthan, the place of issuance of tender.

11.9 Any bid not secured in accordance with **sub-clause 11.2** above shall be rejected by the Company as non-responsive. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

11.10 The Bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the Bidder's cost.

11.11 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.

11.12 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful Bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with **Clause 29.0** below is furnished.

11.13 The Bid Security may be forfeited, if:



- i) The Bidder withdraws the bid within its original/extended validity.
- ii) The Bidder modifies/revise their bid suo-moto.
- iii) Bidder does not accept the order/contract.
- iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
- v) If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the Bidder

11.14 In case any Bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be put in the Holiday List for a period varying from six(06) months to two(02) years as the case may be as per Company's Banning Policy(available in OIL website).

**11.15 The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC must be uploaded by Bidder along with the Technical bid in the "Technical Attachment" of OIL's E-portal.** The original Bid Security shall be submitted by Bidder to the office of DGM (M&C), Oil India Ltd., Rajasthan Project, 2A-District Shopping Center, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India in a sealed envelope which must reach the office on or before 11.00 Hrs (IST) of the Bid Closing date. The envelope must be super-scribed with "Bid Security", IFB No., Description of Services & Bid Closing Date.

11.16 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

11.17 Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee in OIL's tender issuing office / upload the same in OIL's e-tender portal along with the technical bid.

The bank guarantee issued by the bank must be routed through SFMS platform as per following details:

- (a) "MT 760 / MT 760 COV for issuance of bank guarantee
- (b) "MT 760 / MT 767 COV for amendment of bank guarantee

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057; Swift Code: AXISINBB057. Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003"

## **12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:**

12.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.

12.2 If the Bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items for which Bidder are registered with any of the aforesaid agencies.

In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the Bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

### **13.0 PERIOD OF VALIDITY OF BIDS:**

13.1 Bids shall remain **valid for 120** days from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the Bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.

13.2 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 through Fax or e-mail. The Bid Security provided under Para 11.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

### **14.0 SIGNING OF BID:**

14.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the Bidder using "Class 3" digital certificates with Organizations Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. Bidder must also have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization].

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the Bidder holding a Power of Attorney to bind the Bidder to the contract.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney shall be submitted by Bidder as mentioned in Para 15.1 below.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

14.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per **Proforma-H**) shall be indicated by written Power of Attorney accompanying the Bid.

14.3 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the

cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

14.4 Any physical documents submitted by Bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.

14.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

## **15.0 SUBMISSION OF BIDS**

15.1 The tender is processed under Single Stage - Two Bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexure and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions are available in **"HELP DOCUMENTATION"** available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" under "Techno-Commercial Bid" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just below the "Tendering Text" in the attachment link under "Techno-Commercial Bid" Tab under General Data in the e-portal. **No price should be given in the "Technical Attachment", otherwise bid shall be rejected.** The priced bid should not be submitted in physical form and which shall not be considered. For details please refer "INSTRUCTIONS" documents. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the "IFB No., Brief Description of services and Bid Closing/Opening Date & Time along with the Bidder's name" and should be submitted to DGM (M&C), Oil India Ltd., Rajasthan Project, 2A-District Shopping Center, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India on or before 11.00 Hrs(IST) on the bid closing date indicated in the IFB:

- i) The Original Bid Security along with 1(one) copy
- ii) Power of Attorney for signing of the bid digitally
- iii) Any other document required to be submitted in original as per bid document requirement.
- iv) Printed catalogue and literature if called for in the bid document.

Documents sent through E-mail/Fax/Telephonic method will not be considered.

15.2 All the conditions of the contract to be made with the successful Bidder are given in various Sections of the Bid Document. Bidders are requested to state their compliance to each clause as per Proforma-D of the bid document and in case of non-compliance, if any, the same to be highlighted in the Proforma - D and the same should be uploaded along with the Technical Bid.

15.3 Timely delivery of the documents in physical form as stated in Para 15.1 above is the responsibility of the Bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

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

**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.

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 as stated in Para 15.1 must be received by Company at the address specified in the "Forwarding Letter" on or before 11.00 Hrs(IST) on the Bid Closing Date mentioned 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 LATE BIDS:** Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. The documents in physical form mainly the Original Bid Security if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

**18.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

18.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.

18.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

18.3 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 and shall be put in the Holiday List for a period of six(06) months to two(02) years as the case may be as per Company's Banning Policy.

**19.0 EXTENSION OF BID SUBMISSION DATE:**

Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.

**20.0 BID OPENING AND EVALUATION:**

20.1 Company will open the Technical Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-I**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.

20.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

20.3 Bids which have been withdrawn pursuant to clause 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

20.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.

20.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice-versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

20.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent way with the Bid Documents, 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 evidence.

20.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

20.8 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

#### **21.0 OPENING OF PRICED BIDS:**

21.1 Company will open the Priced Bids of the technically qualified Bidders on a specific date in presence of representatives of the qualified Bidders. The technically qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

21.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

21.3 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 there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

**22.0 EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid Document.

**22.1 DISCOUNTS / REBATES:** Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.

**22.2** Post bid or conditional discounts/rebates offered by any Bidder shall not be considered for evaluation of bids. However, if the lowest Bidder happens to be the final acceptable Bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

**23.0 CONTACTING THE COMPANY:**

**25.1** Except as otherwise provided in **Clause 21.0** 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 except as required by Company vide **sub-clause 21.6**.

**23.2** An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

**D. AWARD OF CONTRACT**

**24.0 AWARD CRITERIA:**

**26.1** The Company will award the Contract to the successful Bidder 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.

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

**27.1** Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder, or Bidders or any obligation to inform the affected Bidder of the grounds for Company's action.

**26.0 NOTIFICATION OF AWARD:**

**26.1** Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.

**26.2** The notification of award will constitute the formation of the Contract.

**26.3** Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 29.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 11.0 hereinabove.

**27.0 PERFORMANCE SECURITY:**

**27.1** On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per **Proforma-F** or in any other format acceptable to the Company and must be in the form of a Bank Guarantee or irrevocable Letter of Credit (LC) from:

a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic Bidder, or

b) In case of Foreign Bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.

c) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India

Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

- i) Full address.
- ii) Branch Code.
- iii) Code Nos. of the authorized signatory with full name and designation.
- iv) Phone Nos., Fax Nos., E-mail address.

The domestic Bidders will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

The foreign Bidder will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

The Performance Security shall be denominated in the currency of the contract.

27.2 The Performance Security specified above must be valid for 3(three) months beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

27.3 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.

27.4 The Performance Security will not accrue any interest during its period of validity or extended validity.

27.5 Failure of the successful Bidder to comply with the requirements of **clause 29.0 and/or 30.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be put in the Holiday List for a period from six(06) months to two(02) years as the case may be as per Company's Banning Policy.

27.6 Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee in OIL's office.

The bank guarantee issued by the bank must be routed through SFMS platform as per following details:

- (a) "MT 760 / MT 760 COV for issuance of bank guarantee
- (b) "MT 760 / MT 767 COV for amendment of bank guarantee

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057; Swift Code:

AXISINBB057. Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003"

#### **28.0 SIGNING OF CONTRACT:**

28.1 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, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.

28.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful Bidder shall remain binding amongst the two parties.

28.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be put in the Holiday List for a period from six(06) months to two(02) years as the case may be as per Company's Banning Policy.

#### **29.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

29.1 If it is found that a Bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and the party shall be banned for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action as per Company's Banning Policy.

#### **30.0 CREDIT FACILITY:**

30.1 Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.

#### **31.0 MOBILISATION ADVANCE PAYMENT:**

31.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.

31.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.

31.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

#### **32.0 INTEGRITY PACT:**

32.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-A1** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be uploaded by the Bidder (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. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the Bidder's authorized signatory who has signed



the bid. **If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.**

32.2 OIL has appointed Shri Rajiv Mathur, IPS(Retd.) and Shri Satyananda Mishra, IAS(Retd.) as Independent External Monitors(IEM) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitor for any matter relating to the IFB at the following addresses:

1. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India; E-mail: [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com)
2. 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)
3. Shri Jagmohan Garg, Ex Vigilance Commissioner, CVCe-Mail ID: [jagmohan.garg@gmail.com](mailto:jagmohan.garg@gmail.com)

### **33.0 LOCAL CONDITIONS:**

33.1 It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The Bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

**34.0 SPECIFICATIONS:** Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works/services to be executed under the contract.

**35.0 PURCHASE PREFERENCE :** Purchase Preference will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and quote accordingly. It is Bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for purchase preference against this tender.

**36.0 PRICE PREFERENCE :** Price Preference will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and quote accordingly. It is Bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for price preference against this tender.

**37.0 PURCHASE PREFERENCE ON LOCAL CONTENT:** 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 MoP&NG shall be applicable in this tender. Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to

comply with all the provisions specified in **Annexure-X** and shall have to submit all undertakings / documents applicable for this policy.

**38.0** General Health, Safety and Environment (HSE) aspects shall be as per the terms set forth in Appendix-A of the tender document.

**39.0** Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971 shall be as per terms set forth in Appendix-B of tender document.

**40.0** Bidder must submit undertaking towards submission of authentic information/documents as per Format vide Annexure-XI.

**41.0** The User Manual provided on the e-portal on the procedure How to create Response for submitting offer may be referred for guidance.

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**END OF PART - 1**

**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.

### **A. TECHNICAL CRITERIA:**

**1.0**The bidder should have valid approval of Accreditation with Quality Council of India/National Accreditation Board of Education and Training (QCI/NABET) for conducting EIA study of "A" category projects and the validity of the accreditation shall be valid throughout the contract period. The copy of the Certificate of accreditation must be submitted along with the tender document / technical bid.

**1.1** Bidder must have experience of at least one SIMILAR work in previous seven (07) years reckoned from the original bid closing date with PSUs / Central Govt. / State Govt. Organization / any other Public Limited Company valuing not less than **INR 16.14 lakhs**.

**1.2**Bidders shall submit names of their core team members with designation/Qualification/area of expertise etc. along with necessary certificate/documents without which bid will be incomplete and rejected.

#### **Notes to Clause 1.1 above:**

1. "SIMILAR work" mentioned above means - Providing of Environmental Impact Assessment Study Services involving preparation of EIA / EMP reports
2. For proof of requisite experience of SIMILAR work, self-attested photocopies of following documents must be submitted along with the bid:

Contract/Agreement copy along with satisfactory completion/ performance report clearly mentioning Contract/Agreement No. and volume of job completed.

OR

Contract/Agreement copy with proof of settlement / release of final payment / release of Performance Security against the contract.

Note 1: The Contract / Agreement / Completion certificate copy shall contain:

- a) Gross value of work done.
  - b) Nature of Work done.
  - c) Time span of the Work done
3. SIMILAR work executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BEC.

4. If the prospective bidder is executing SIMILAR work which is still running and the contract value executed prior to due date of bid submission is equal to or more than the minimum prescribed value in the BEC, such experience will also be taken in to consideration provided that the bidder has submitted last certificate of payment along with Contract document / work order (showing nature of work done) of the running contract.

## **B. FINANCIAL 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**16.14 lakhs**.

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 - B.

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\$.

**C. COMMERCIAL 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 two bid system i.e., Technical Bid and Priced Bid separately. Bids shall be rejected outright if the prices are indicated in the technical bids or if not conforming to this two bid system.

**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 120 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 from 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** 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**

**17.0** 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 prior to date of price-bid opening.

#### **D. 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 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.

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

#### **E. BID EVALUATION CRITERIA:**

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** The Bidders must quote their charges/ rates in Indian Rupee and 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.

**4.0** The contract will be signed with successful Bidder for a period of Ten (10) Months. Bids will be evaluated on total cost for a period of Ten (10) Months only.

**5.0** The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" 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 for a period of Ten (10) Months are only for the purpose of evaluation of the bid and the bidder will be paid on the basis of the actual number of days/parameter, as the case may be.

**6.0** 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 CONTRACT VALUE FOR TWO BLOCKS INCLUDING ALL TAXES, DUTIES & LEVIES, BUT EXCLUDING GST SHALL BE AS UNDER:**

$$[ T ] = [ T1 ] + [ T2 ]$$

**Where,**

**T1 = TOTAL CONTRACT VALUE FOR SOUTH BAGHEWALA BLOCK(A1+B1+C1)**

**T2 = TOTAL CONTRACT VALUE FOR SIYASAR BLOCK(A2+B2+C2)**

**Notes:**

- i) Bidders are advised to quote the most competitive price against these services.
- ii) Any exceptions / deviations to tender must be spelt out by bidders in their technical bid only. Commercial bid should be a replica of the technical bid except that it should contain prices. Any additional information / terms / conditions furnished in commercial bid will not be considered by OIL for evaluation / award of contract.

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**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) "Wilful 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:** Company expect quick mobilization to commence the work at the earliest. The Mobilization to be completed within seven(07) days from the date of LOA or from the date of mobilization notice from 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.

**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 Ten(10) months 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, en-route/ 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 have 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:**

G1. "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.

G2. 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).

G3. 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.

G4. 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.

G5. 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.

G6. 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.

G7. 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.

G8. 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.

G9. 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.

G10. 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.

G11. 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.

G12. 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.

G13. 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.

G14. 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.

G15. 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.

#### G16. 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 is 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 up to 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>Claim amount (excluding claim for interest and counter claim, if any)</b>	<b>Number of Arbitrator</b>	<b>Appointing Authority</b>
Up to 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 pendente-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:

Amount of Claims and counter claims(excluding interest)	Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)
Up to 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, Department 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  
SARASWATI NAGAR, BASNI,  
JODHPUR-342005, RAJASTHAN  
Fax No. 0291- 2727050

b) **Contractor**

\_\_\_\_\_  
\_\_\_\_\_  
Fax No. :

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(s). 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 AND PENALTY 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.

17.4 Liquidated Damages are to be recovered from the final bill & not from the running bills. In case adequate amount may not be available in the final bill, necessary recovery can be made from previous bill(s). If the time delay in mobilization is made up by the party by early completion of the job, no LD will be deducted. Similarly, if the mobilization has been completed before scheduled period of mobilization but completion of job has been delayed, LD will be applicable only for the period exceeding the total period allowed for mobilization and Job Completion put together. In case, both mobilization and completion have been delayed, the LD will be applied for both and the same will be recovered from the final Bill. If final bill is not sufficient, then recovery can be made from the previous bills.

**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 Coverturesshall 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 Labour 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.
- (i) 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 **EXPATRIATE PERSONNEL:** 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 with-held 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 authorized 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**

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

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

Oil India Limited (OIL) a Govt. of India Enterprise under MoP&NG and a Navratna company started exploration for hydrocarbon in the midst of Great Thar Desert in early eighties. Recently OIL received two blocks under OALP round I for exploration viz. RJ-ONHP-2017/8 and RJ-ONHP-2017/9. The area under the OALP Block RJ-ONHP-2017/8 has scanty vegetation & inhabitation wherein the climate is arid to semi-arid with highly variation in temperature. Drilling and Production activities are to be carried out in this block covering 516 sq. km. area in Bikaner and Jaisalmer district of the state of Rajasthan. Similarly, drilling and production activities will be carried out in the OALP Block RJ-ONHP-2017/9 covering an area of 3012 sq. km. area bordering Pakistan, in Bikaner and Ganganagar District of the state of Rajasthan.

As per the guidelines laid down by the Ministry of Environment, Forest and Climate Change (MoEF&CC) of GOI in order to conform to environmental, ecological and social considerations, EIA/EMP study is required to be carried out in the above two OALP Blocks where in Environmental Clearance (EC) is very urgent. The contractor should carry out the study for both the blocks simultaneously.

###### **2.0 OBJECTIVES OF THE EIA STUDY:**

The main objectives of the EIA study will be as follows:

- a. To assess the existing status of land, air noise, water and natural (biological-ecological) environment and socio-economic component of environment including parameters of human interest at the project site (Baseline survey).
- b. To evaluate significant qualitative and quantitative impact of the proposed project on the major environmental components.
- c. To prepare an Environmental Impact Statement based on predictions, identification and evaluation of the impacts of the proposed project.
- d. To prepare an Environmental Management Plan (EMP) outlining preventive and control strategies for minimizing adverse impact on environment due to the proposed project including formulation of an Environmental Monitoring Plan during construction and operation phase of the project.

The Contractor is required to collect the baseline data from the fields and examine/analyse the environmental issues that may arise due to the field work related to Drilling and Production Activities of wells in the aforesaid two blocks and their likely impact. The Contractor will then submit a detailed report to OIL INDIA LIMITED, Rajasthan Project suggesting/recommending the ways and means to reduce the potentially adverse impact on environment, appropriate mitigate measures in an Environment Management Action Plan (EMAP). In view of hazardous nature of operations, EIA study should also include Risk Assessment and Emergency Planning. The study will have to be conducted as per the guidelines laid down by the Ministry of Environment, Forest & Climate Change (MoEF&CC) of GOI in order to conform to environmental, ecological and social considerations.

The Contractor shall have to undertake all the jobs/activities mentioned herein and must ensure that the methodology followed during the study and the reports be submitted in

accordance with the objectives of National Environment Policy vide EIA Notification dated 14<sup>th</sup> September, 2006 and other procedures/guidelines as per various notifications issued by Central/State Government authorities from time to time.

**Terms of reference:**

On receipt of TOR from MoEF&CC for both the blocks, the same will be provided to the party and the party shall carry out all the jobs/activities mentioned in the TOR.

**3.0 Basic Information of the Area:**

The salient points about the two areas to be studied are as under.

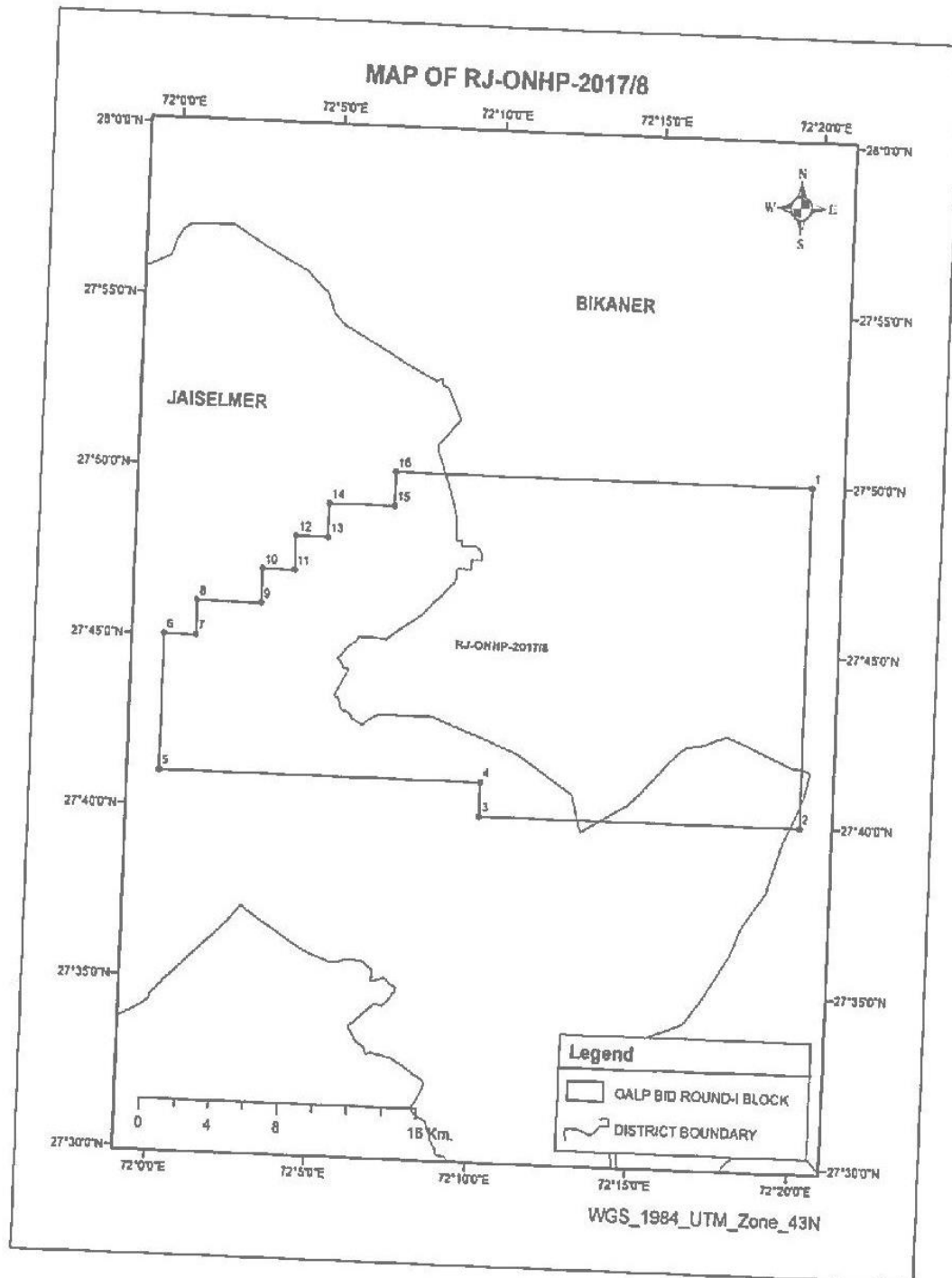
**3.1 AREA-1: OALP Block RJ-ONHP-2017/8 (South Baghewala area) Block**

<b><u>Parameters</u></b>	<b><u>Area</u></b>
Total Block Area in Sq. Km	516
Location (Name of District)	Jaisalmer & Bikaner
No. of proposed wells in study area	3
Habitation	Less/Scanty habitation in the area except the villages
Forest cover	Generally No Forest, but around the Indira Gandhi Canal and its branches, some vegetation exists.
Communication/accessibility	By Road up to Phalodi/Bikampur from Jodhpur
Nearest Town/City	Phalodi

**Co-ordinates of the Block area:**

Boundary point	Longitude(E)	Latitude (N)
1	72°-20'	27°-50'
2	72°-20'	27°-40'
3	72°-10'	27°-40'
4	72°-10'	27°-41'
5	72°-0'	27°-41'
6	72°-0'	27°-45'
7	72°-1'	27°-45'
8	72°-1'	27°-46'
9	72°-3'	27°-46'
10	72°-3'	27°-47'
11	72°-4'	27°-47'
12	72°-4'	27°-48'
13	72°-5'	27°-48'
14	72°-5'	27°-49'
15	72°-7'	27°-49'
16	72°-7'	27°-50'

**Figure-1: Index Map of Block RJ-ONHP-2017/8**





### 3.1.1 TERRAIN & CLIMATE OF THE AREA

#### **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 the Block varies between 150 to 200 m above mean sea level. The Block falls in an 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 Bikaner-Nagaur Basin. 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. This 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 group, the calcareous Bilara Group containing stromatolytic carbonates & clastics, Hanserian Evaporites & salts (HEG) and argillaceous & arenaceous Nagaur Group of Infracambrian to lower Cambrian age. The Marwar Supergroup is overlain by thick Upper Carbonate formation of Upper 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. Aeolian sands/alluvium belonging to Shumar Formation is found on the surface.

#### **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. This zone has moderate seismic activity.

**3.1.2 Climate:**The Bikaner district experiences arid type of climate in the east to extremely arid in the west. Mean annual rainfall (1991-2010) of the district is 277.55 mm whereas normal rainfall (1901-1971) is placed at 257.8 mm. Almost 90% of the total annual rainfall is received during the southwest monsoon, which enters the district in the first week of July and withdraws in the mid of September. As the district lies in the desert area, extremes of heat in summer and cold in winter are the characteristics of the desert. Both day and night temperatures increase gradually and reach their maximum values in April, May and June. The temperature varies from 52°C in summer to 1°C in winter. Atmosphere is generally dry except during the monsoon period. The humidity is the highest in August with mean daily relative humidity of 71% in the morning and 52% in the evening.

**The Jaisalmer District** experiences arid type of climate. Normal rainfall in the district during the period 1951-2000 is 181mm. Almost 90% of the total annual rainfall is received during the southwest monsoon, which enters the district in the first week of July and withdraws in the mid of September. As the district lies in the desert area, extremes of heat in summer and cold in winter are the characteristic of the desert. Both day and night temperatures increase gradually and reach their maximum in May and June. The temperature varies from 55°C in summer to -1°C in winter. Atmosphere is generally dry except during the monsoon period. The humidity is highest in August with mean daily relative humidity is 43%. The annual maximum potential evapotranspiration in the

district is 1850 mm and it is highest in the month of June and lowest in the month of December.

**3.1.3 Communication:** The communication to the present block can be made through air, rail and road.

- i) Nearest city: Bikaner
- ii) Nearest airport: Bikaner
- iii) Nearest Railway Station: Phalodi

The nearest town of the block area is Phalodi town within Jodhpur District. Bikaner is the district head quarter near the block area. Phalodi Town is approachable by Road/Rail from Jodhpur (about 150 km by road km from Jodhpur). Bikampur Village within the block area is approachable by Road from Phalodi. The distance from Jodhpur to Bikampur is 225 km.

### 3.2 AREA-2: OALP Block RJ-ONHP-2017/9 (SIYASAR Block)

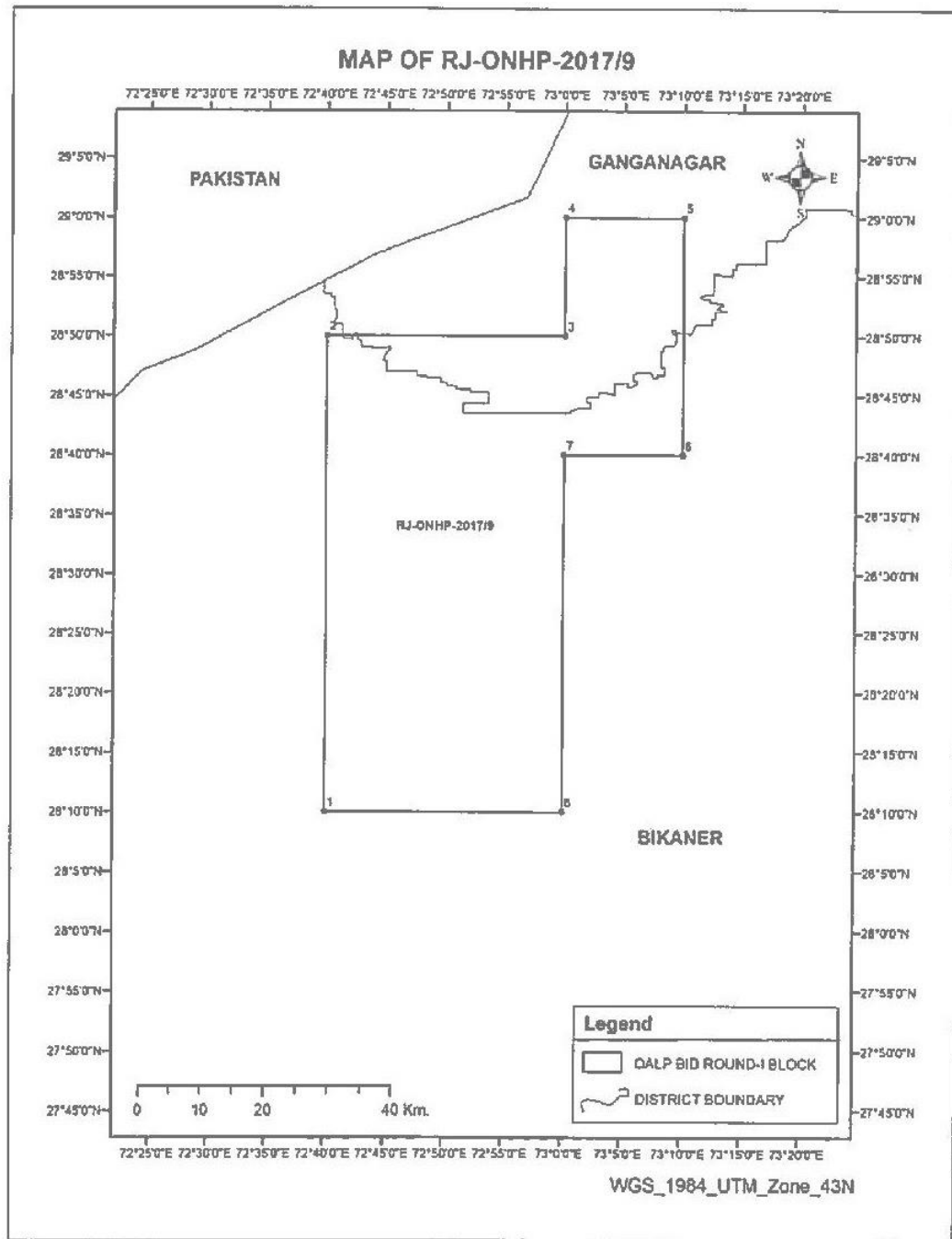
The salient points about the OALP Block RJ-ONHP-2017/9 (Siyasar Block) are as under:

<u>Parameters</u>	<u>Area</u>
Total Block Area in Sq. Km	3012
Location (Name of District)	Bikaner and Ganganagar
No. of proposed wells in study area	2
Habitation	Scanty in the desert part
Forest cover	Very scanty Vegetation except around the Indira Gandhi Canal and its branches
Communication/accessibility	By Air/Rail up to Bikaner & by Road up to Block area
Nearest Town/City	Bikaner

#### Co-ordinates of the OALP Block RJ-ONHP-2017/9 (Siyasar Block):

Boundary point	Longitude(E)	Latitude (N)
1	72°-40'	28°-10'
2	72°-40'	28°-50'
3	73°-0'	28°-50'
4	73°-0'	29°-0'
5	73°-10'	29°-0'
6	73°-10'	28°-40'
7	73°-0'	28°-40'
8	73°-0'	28°-10'

## MAP OF THE CONTRACT AREA



**Figure-2: Index Map of Siyasar Block (RJ-ONHP-2017/9) Area**

### 3.2.1 TERRAIN & CLIMATE OF THE AREA

The Siyasar Block with an area of 3012 sq. km is located adjacent to the India-Pakistan International Border spread over two districts of the state of Rajasthan viz. Ganganagar and Bikaner.

#### **Topography:**

The desert is covered with sand dunes varying in size from a few meters to running in kilometers. Thorny bushes are scattered throughout the desert. Some part of the block is also covered under cultivation and continuous bushes specially towards the north and the area adjacent to the Indira Gandhi Canal. The general elevation of the Block varies between 130 to 180 m above mean sea level. Some part of the Block falls in an arid part of the Thar Desert which is flat, sandy and rough with sand dunes forming the undulating topography.

#### **Geology:**

The block is located within the Bikaner-Nagaur Basin. 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. This 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 group, the calcareous Bilara Group containing stromatolytic carbonates & clastics, Hanserian Evaporites & salts (HEG) and argillaceous & arenaceous Nagaur Group of Infracambrian to lower Cambrian age. The Marwar Supergroup is overlain by thick Upper Carbonate formation of Upper 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 (Moderate Seismic Activity) of the seismic zones of India.

**3.1.2 Climate:**The Bikaner district experiences arid type of climate in the east to extremely arid in the west. Mean annual rainfall (1991-2010) of the district is 277.55 mm whereas normal rainfall (1901-1971) is placed at 257.8 mm. Almost 90% of the total annual rainfall is received during the southwest monsoon, which enters the district in the first week of July and withdraws in the mid of September. As the district lies in the desert area, extremes of heat in summer and cold in winter are the characteristics of the desert. Both day and night temperatures increase gradually and reach their maximum values in April, May and June. The temperature varies from 52°C in summer to 1°C in winter. Atmosphere is generally dry except during the monsoon period. The humidity is the highest in August with mean daily relative humidity of 71% in the morning and 52% in the evening.

In the **district of Ganganagar**, arid type of climate prevails in major part. It is characterized by hot summer and cold winter. Mean daily minimum temperature is 4.7°C and mean daily maximum temperature is 42.1°C. Southwest monsoon season prevails during June to mid of September, which is followed by post monsoon period till the end

of November. The winter season sets by the middle of November. January is the coldest month with mean daily maximum as well as minimum being the lowest at 20.5°C and 4.7°C respectively. In the end of February temperature starts rising till June, is the hottest month with mean daily maximum temperature of 48°C. The district on an average receives 293.2 mm of rainfall. The Normal Annual Rainfall of the district during the period 1901-2008 has been 228.1 mm. The Average Annual Rainfall of the district during 2001 to 2011 was 255.09 mm and varies from 191.27 mm at Raisinghnagar to 361.91 mm at Sadulshahar.

**3.1.3 Communication:** The communication to the Siyasar Block can be made through air, rail and road.

- i) Nearest city: Bikaner
- ii) Nearest airport: Bikaner
- iii) Nearest Railway Station: Bikaner

The nearest city of the block area is Bikaner City within Bikaner District. Bikaner is the district head quarter near the block area. The distance from Jodhpur to Bikaner is 250 km by Road.

#### **4.0 Description of Jobs:**

The Contractor shall deploy a person or persons with special knowledge on environmental matters, to carry out environmental impact assessment studies in order to;

- (a) Determine the prevailing situation to the environment, human beings and local communities, the flora and fauna in and around the area and in the adjoining or neighbouring areas.
- (b) Establish the likely effect on the environment, human beings and local communities, the flora and fauna in the area and in the adjoining or neighbouring areas in consequence of Drilling operations to be conducted by Oil India Limited and to submit for consideration of Oil India Limited, the methods and measures contemplated as mentioned in Annexure-I for minimizing environmental damage and carrying out site restoration activities.
- (c) Contractor shall carry out the aforementioned study before commencement of drilling operations in the block.
- (d) Environment Impact Assessment study includes collection of Primary and Secondary baseline data through field investigations, environmental monitoring and from secondary sources viz; maps, reports and scientific literature etc. The collected data then be analyzed for identification of impacts and arrive at cost effective mitigation measures. The overall activities that are needed to be studied as per the Terms of reference (TOR).
- (e) To prepare an Environmental Management Plan (EMP) outlining preventive and control strategies for minimizing adverse impact on environment due to aforesaid activities to be undertaken. The EMP shall include a set of recommendations for air, noise, water and soil quality management, soil and hazardous waste management, conservation of wildlife and forest protection during the ongoing drilling and testing activities. The EMP shall also include all other aspects as specified under the TOR.
- (f) To prepare and submit a draft EIA and EMP Report.

- (g) To organize and conduct the proceedings of Public Hearing after finalization of draft EIA Report, incorporating OIL's views/suggestions, if any.
- (h) To assist OIL INDIA LIMITED in all formalities including submission of applications with draft EIA & EMP reports to MoEF&CC. To make presentation to Expert Appraisal Committee of MoEF&CC and on categorical recommendations, if any, from the Expert Appraisal Committee. The final EIA and EMP reports to be submitted for Environmental Clearance (EC) and necessary follow-up to be done by the Contractor for obtaining EC from MoEF&CC.
- (i) The Contractor shall complete the work and submit five (5) hard copies of Draft Reports to OIL within fourteen (14) weeks from the date of issue of LOA or from the date of mobilization notice from Company.
- (j) Presentation to the MoEF&CC and submission of Final Reports, after incorporating recommendations of the Expert Appraisal Committee, if any, and thereafter obtaining the Environmental Clearance (EC) to be completed as per the time frame mentioned in Clause No. 5.0 herein below.
- (k) The Contractor shall submit Six (6) hard copies of Final EIA and EMP Reports of study area separately, in bound volumes and also in soft copies in CD/VCD/Pend Drive prior to submission of applications for EC.

## 5.0 Time Frame:

The Contractor is required to complete all its contractual obligations in three (3) Phases as detailed under;

**Phase-I:** EIA Study including collection of baseline data from fields and submission of Draft report and presentation to OIL shall be completed in Fourteen (14) weeks from the date of issue of LOA by OIL or from the date of mobilization notice from Company.

**Phase-II:** Organizing and conducting the proceedings of public hearing, **where ever necessary**, within eight (8) weeks after finalization of draft EIA report, incorporating OIL's views/suggestions, if any.

**Phase-III:** Obtaining Environmental Clearance (EC) from the MoEF&CC including presentation to the Expert Appraisal committee. During the process of obtaining EC, if presence of OIL personnel is statutorily required, Company will depute such authorized officials to be present before the Ministry/Committee. Contractor must intimate OIL in advance in this regard. Phase III shall be completed within Eighteen (18) weeks.

**NOTE: All statutory application fees under Phase-I, Phase-II and Phase-III will be paid by OIL.**

**5.1** To ensure compliance to above mentioned time frame, the job execution is preferred as under;

Activities	Time Schedule
<b>PHASE - I : EIA STUDY</b>	
(a) Mobilisation and setting up of Monitoring Station at site.	Within one (1) weeks of issue of LOA by OIL or from the date of mobilization notice from Company.

(b) Data collection (Primary and Secondary) and analysis (air, water, soil, sediment, ecology etc.) and submission of <b>Concise Preliminary Reports</b> and <b>Draft EIA Reports</b> to OIL.	Within Twelve (12) weeks after mobilization at site.
(c) Presentation on the Draft EIA Reports at Jodhpur for OIL's views/suggestions etc.	Within one (1) week from the date of submission of Draft EIA Reports.
<b>PHASE – II : PUBLIC HEARING</b>	
Organizing, conducting and completing the proceedings of public hearing as per guideline of MoEF&CC.	Within eight (8) weeks after finalization of Draft EIA Report, incorporating OIL's views, if any.
<b>PHASE – III : ENVIRONMENTAL CLEARANCE</b>	
(a) Preparing all documents including application and submission to the MoEF&CC along with the Draft EIA report after incorporating the comments/views of OIL, if any, for consideration of EC.	Within two (2) weeks from the date of finalization of Draft EIA Reports, incorporating OIL's views, if any.
(b) Making presentation to the MoEF&CC, as required, and submission of six (6) hard bound copies of Final EIA and EMP Reports to OIL after incorporating recommendation of the Expert Appraisal Committee, if any.	Within eight (8) weeks from the date of submission of application and draft reports to the MoEF&CC.
(c) Subsequent follow-up and obtaining EC from the MoEF&CC.	Within six (8) weeks from the date of presentation to the Expert Appraisal Committee.

## 6.0 Role of OIL INDIA LIMITED:

- (a) OIL will provide the technical details of the drilling and production testing activities planned for the study area for inclusion in the Reports. Further, Company will also provide other administrative inputs and assistance, wherever possible and as may be required for timely completion of the study.
- (b) Statutory fees, as necessary for EC & NOC applications and for any other statutory permission arose during the course of execution shall be borne by OIL and the same will be reimbursed to the Contractor at actuals, if paid by them.
- (c) Land documents from district authorities and location details will be provided by Company.
- (d) If statutorily required, OIL will depute authorized officials to present before the Expert Appraisal Committee of MoEF&CC and RSPCB for EC. However, the Contractor must advise OIL accordingly in advance.

## 7.0 Deliverables / Reports:

- (a) **Concise preliminary Report on EIA:** Five (5) hardcopies
- (b) **Draft EIA Study Report:** Five (5) hardcopies
- (c) **Presentations:** Contractor must give presentation on their draft EIA reports at Jodhpur to OIL officials and incorporate the views/suggestions of OIL in the draft

reports before submitting the same to the MoEF&CC. Contractor will present the EIA Report before the Expert Appraisal Committee of MoEF&CC on behalf of OIL to pursue Environmental Clearance.

- (d) **Final Reports:** Six (6) bound volumes in hard copies of the Final Report addressing all concerns during the public hearing and incorporating the comments/recommendations/suggestions of the Expert Appraisal Committee, if any, must be submitted to OIL along with two (2) soft copies of the same in CD/VCD/Pen Drive.
- (e) **Applications for EC:** One copy each of these applications along with enclosures must be submitted to OIL.
- (f) **EC:** Environmental Clearance (EC) in original from MoEF&CC must be obtained by the Contractor and hand over the same to OIL to assume completion of their contractual obligations.

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**PROTECTION OF THE ENVIRONMENT**

1. The Government and the Contractor recognize that Petroleum Operations will cause some impact on the environment in the contract area. Accordingly, in performance of the contract, the Contractor shall conduct its Petroleum Operations with due regard to concerns with respect to protection of the environment and conservation of natural resources and shall in particular;

- (a) employ modern oilfield and petroleum industry practices and standards including advanced techniques, practices and methods of operation for the prevention of environmental damage in conducting its petroleum operations.
- (b) take necessary and adequate steps to;
  - (i) prevent environmental damage and, where some adverse impact on the environment is unavoidable to minimize such damage and the consequential effects thereof on property and people.
  - (ii) ensure adequate compensation for injury to persons or damage to property caused by the effect of petroleum operations; and
- (c) comply with the requirements of applicable laws and the reasonable requirements of the Government from time to time.

2. If the Contractor fails to comply with the provisions of paragraph 1(b)(i) above or contravenes any relevant law, and such failure or contravention results in any environmental damage, the Contractor shall forthwith take all necessary and reasonable measures to remedy the failure and the effects thereof.

3. If the Government in accordance with the laws has good reasons to believe that any work or installations erected by the Contractor or any operations conducted by the Contractor are endangering or may endanger persons or any property of any person, or are causing or may cause pollution, or are harming or may harm fauna or flora or the environment to a degree which the Government deems unacceptable, the Government may require the Contractor to take remedial measures within such reasonable period as may be determined by the Government and to repair any such damage. If the Government deems it necessary, it may also require the Contractor to discontinue petroleum operations in whole or in part until the Contractor has taken such remedial measures or has repaired any damage caused.

4. The measures and methods to be used by the Contractor for the purpose of complying with the terms of paragraph 1(b)(i) shall be determined in timely consultation with the Government upon the commencement of petroleum operations or whenever there is a significant change in the scope or method of conducting petroleum operations and shall take into account the international standards applicable in similar circumstances and the relevant environmental impact study carried out in accordance with following clause. The Contractor shall notify the Government, in writing, of the measures and methods finally determined by the Contractor and shall cause such measures and methods to be reviewed from time to time in the light of prevailing circumstances.

5. The Contractor shall cause a person or persons with special knowledge on environmental matters, to carry out environmental impact studies in order;

- (a) to determine at the time of the studies the prevailing situation relating to the environment, human beings and local communities, the flora and fauna in the contract area and in the adjoining or neighbouring areas; and
- (b) to establish the likely effect on the environment, human beings and local communities, the flora and fauna in the contract area and in the adjoining or neighbouring areas in consequence of relevant phase of petroleum operations to be conducted under this contract, and to submit, for consideration by the parties, methods and measures contemplated in para 4 above for minimizing environmental damage and carrying out site restoration activities.

6. The first of the aforementioned studies shall be carried out in two parts, namely, a preliminary part which must be concluded before commencement of any field work relating to a seismographic or other survey, and a final part relating to drilling in the exploration period. The part of the study relating to drilling operations in the exploration period shall be approved by Government before the commencement of such drilling operations, it being understood that such approval shall not be unreasonably withheld.

7. The second of the aforementioned studies shall be completed before commencement of development operations and shall be submitted by the Contractor as part of the development plan, with specific approval of Government being obtained before commencement of development operations, it being understood that such approval shall not be unreasonably withheld.

8. The studies mentioned in para 5 above shall contain proposed environmental guidelines to be followed in order to minimize environmental damage and shall include, but not be limited to, the following, to the extent appropriate to the respective study taking into account the phase of operations to which the study relates;

- a. proposed access cutting
- b. clearing and timber salvage
- c. wildlife and habitat protection
- d. fuel storage and handling
- e. use of explosives
- f. camps and staging
- g. liquid and solid waste disposal
- h. cultural and archeological sites
- i. selection of drilling sites
- j. terrain stabilization
- k. protection of fresh water horizons
- l. blowout prevention plan
- m. flaring during completion and testing of Gas and Oil wells
- n. abandonment of wells
- o. rig dismantling and site completion
- p. reclamation for abandonment
- q. noise control
- r. debris disposal
- s. protection of natural drainage and water flow

9. Government shall convey its decision regarding any proposal for environmental clearances submitted by the Contractor pursuant to the provisions of this Article or contract or required under any laws of India within one hundred and twenty (120) days from the date of submission of application by the Contractor seeking such clearance. Any clarifications/ additional information required by the Government shall be asked by it within sixty (60) days from the date of submission of the application by the Contractor.

The final decision by the Government shall be conveyed within sixty (60) days from the receipt of such clarifications/additional information from the Contractor. In case Government fails to convey any decision to the Contractor, such application for the clearance by the Contractor shall be deemed to have been approved by the Government.

10. The Contractor shall ensure that;

- (a) Petroleum Operations are conducted in an environmentally acceptable and safe manner consistent with modern oilfield and petroleum industry practices and that such Petroleum Operations are properly monitored.
- (b) The pertinent completed environmental impact studies are made available to its employees and to its Contractors and sub-contractors to develop adequate and proper awareness of the measures and methods of environmental protection to be used in carrying out the petroleum operations; and
- (c) The contracts entered into between the Contractor and its Contractors and Sub-contractors relating to its petroleum operations shall include the provisions stipulated herein and any established measures and methods for the implementation of the Contractor's obligations in relation to the environment under this contract.

11. The Contractor shall prior to conducting any drilling activities, prepare and submit for review by the Government contingency plans for dealing with oil spills, fires, accidents and emergencies, designed to achieve rapid and effective emergency response. The plans referred to above shall be discussed with the Government and concerns expressed shall be taken in to account.

**12. In the event of an emergency, oil spill or fire arising from petroleum operations affecting the environment, the Contractor shall forthwith notify the Government and shall promptly implement the relevant contingency plan and perform such site restoration as may be necessary in accordance with modern oilfield and petroleum industry practices.**

13. In the event of any other emergency or accident arising from the petroleum operations affecting the environment, the Contractor shall take such action as may be prudent and necessary in accordance with modern oilfield and petroleum industry practices in such circumstances.

14. In the event that the Contractor fails to comply with any of the terms contained in para 11 within a period specified by the Government, the Government, after giving the Contractor reasonable notice in the circumstances, may take any action which may be necessary to ensure compliance with such terms and to recover from the Contractor, immediately after having taken such action, all costs and expenditures incurred in connection with such action together with such interest as may be determined.

15. On expiry or termination of this contract or relinquishment of part of the contract area, the Contractor shall;

- (a) remove all equipment and installations from the relinquished area or former contract area in a manner agreed with the Government pursuant to an abandonment plan; and
- (b) perform all necessary site restoration in accordance with modern oilfield and petroleum industry practices and take all other action necessary to prevent hazards to human life or to the property of others or the environment.

16. The Contractor shall prepare a proposal for restoration of site including abandonment plan and requirement of funds for this and the annual contribution. This will be submitted along with the annual budget for the consideration and approval of the Management Committee. The annual contribution shall be deposited by the Contractor in the site restoration fund which will be established, in accordance with the scheme notified by the Government.

17. Any site restoration fund scheme formulated by Government and subject to provision of this contract, any and all costs incurred by the Contractor pursuant to this article shall be cost recoverable including but not limited to sinking funds established for abandonment and restoration of the contract area.

18. In this Article, a reference to government includes the State Government.

19. Where the contract area is partly located in areas forming part of certain national parks, sanctuaries, mangroves, wetlands of national importance, biosphere reserves and other biologically sensitive areas passage through these areas shall generally not be permitted. However, if there is no passage, other than through these areas to reach a particular point beyond these areas, permission of the appropriate authorities shall be obtained.

20. The obligations and liability of the Contractor for the environment hereunder shall be limited to damage to the environment which;

- (a) occurs after the effective date; and
- (b) results from an act or omission of the Contractor.

\*\*\*\*\*

**END OF SECTION – II, Part - 3**

**Part – 3**

**SECTION - III**

**SPECIAL CONDITIONS OF CONTRACT**

**1.0** The Bidder shall have to carry out the job in two OALP blocks Viz. RJ-ONHP-2017/8 & RJ-ONHP-2017/9 and accordingly EC should be obtained for both the blocks for drilling and production activities.

**2.0 Payment Terms:**

**2.1** No advance payment shall be made by Company to the Contractor against this contract. Company shall release payment to the Contractor as per the following schedule after adjusting income tax and liquidated damages etc., as applicable, within 30 days from the date of receipt of undisputed invoices.

(a) On receipt and acceptance of Draft EIA Reports, 80% payment of Phase-I will be released by Company against invoice from Contractor.

(b) After completion of Public Hearing, 80% payment of Phase-II will be released by Company against invoice from Contractor.

(c) On receipt of Environmental Clearance (EC) from MoEF&CC, full payment of Phase-III together with 20% withheld amount of Phase-I and Phase-II will be released by Company against Contractor's invoice.

**2.2** All payments due to the Contractor shall be made at Contractor's designated bank through e-payment. Bank charges, if any, shall be to the Contractor's account.

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

**3.0 Invoicing Procedure:**

**3.1** Contractor shall submit four sets of invoice(s) to the Company at its office at Jodhpur for processing of payment duly highlighting the Tax components and their bank particulars.

**3.2** Company shall within 30 days of receipt of invoice (s) notify the Contractor of any item (s) 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 charges at a later date as envisaged in clause No. 2.3.

**3.3** Income Tax will be deducted at source from the invoice(s) at the applicable rates as per Indian Law.

**3.4** Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based on for two years from the date of invoice. Such records

shall be required for making appropriate adjustment or payments by either party in case of subsequent audit query/objection.

#### **4.0 Taxes and Duties:**

**4.1** Tax leviable as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payment received against this agreement will be on Contractor's account. The rates agreed and entered in to herein are inclusive of all such taxes, duties and levies, except the "GST", which will be reimbursed extra by Company at actuals against Contractor's invoice.

**4.2** Tax will be deducted at source from all payments released to the Contractor, at the specified rate of income tax as per provision of Indian Income Tax Act.

**4.3** Contractor shall be responsible for and pay the personnel taxes etc. as applicable.

**4.4** Contractor shall furnish the Company, if and when called upon to do so, relevant statements of accounts or any other information pertaining to work done under this agreement for submitting the same to the tax authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated time to the appropriate authority.

**4.5** Tax clearance certificates shall be obtained by the Contractor from appropriate authorities and shall furnish the same to Company if sought for.

#### **5.0 Subsequently Enacted Laws:**

Subsequent to the date of submission of bid, if there is a change in or enactment of any Indian law which results in an additional cost or reduction in cost against this contract to Contractor, such additional cost shall be reimbursed by Company to Contractor on submission of documentary evidence that the Contractor has duly borne the additional implication as envisaged under the said law or such reduction in cost shall be refunded by Contractor to the Company as the case may be.

#### **6.0 Applicable Laws:**

**6.1** The contract shall be deemed to be an agreement made under, governed by and construed in accordance with the laws of India.

**6.2** Contractor shall ensure full compliance of various Indian Laws and statutory regulations 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 agreement.

(a) **Mines Act – as applicable to safety and employment conditions.**

(b) **Oil Mines Regulations, 2017**

(c) **Workmen's compensation Act**

(d) **Payment of wages Act**

(e) **Payment of bonus Act, 1965**

(f) **Agreement labour (Regulation & abolition) Act, 1970**

(g) **Employees Provident Fund and Family Pension Scheme**

(h) **Interstate migrant workmen Act, 1979**

(i) **Income Tax Act**

(j) **Customs and Excise Act & Rules**

(k) **Insurance Act**

**7.0 Insurance:** Contractor must cover all their equipment and manpower with adequate insurance coverage as deemed fit. Company will not assume any responsibility whatsoever in the event of any eventuality to the Contractor's resources during job execution against the contract.

**8.0 Liquidated Damages:**

**8.1** The Contractor shall be liable to pay liquidated damages at the rate of 0.5% of the total evaluated contract value for delay of each week or part thereof, subject to maximum of 7.5%, in the event of default by the Contractor as under;

(a) Delay in timely mobilization of requisite crew, materials and equipment etc. for the site within the stipulated period of one week from the date of issue of LOA or mobilization notice by Company for collection of field data.

(b) Delay in completion/execution of the project entirely within the scheduled time frame of Ten Months from the date of issue of LOA or mobilization notice by Company.

**NOTE:** However, under no circumstance, the total quantum of Liquidated Damages against Sr. No. (a) and (b) above combined together will exceed 7.5% of the total contract value.

**8.2** The Liquidated Damages as mentioned above are genuine pre-estimate of damages (not penalty) duly agreed by both the parties and Company will recover/deduct the same from Contractor's bill/invoice as applicable.

\*\*\*\*\*

**END OF SECTION – III, Part - 3**

**NOT APPLICABLE**

**PROFORMA-A**

**Tender No. : CJI-0235-P19**

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

Srl #	Item Description	Qty / Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Landed Cost	Is it re-exportable? YES or NO	Year of Mfg.	HSN Code
A	B	C	D	E = CxD	F	G = F+E	H	I = G+H	J	K	L
1											
2											
3											
<b>(1) The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".</b>											
<b>(2) The items, which are of consumable in nature should be indicated as "NO" in column "J".</b>											
<b>(3) For estimation of applicable customs duty, the Bidders are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".</b>											

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

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

Seal of the Bidder:

\*\*\*



**PRICE BID FORMAT****TENDER No. : CJI-0235-P19**

The rates/charges payable by Company to the Contractor towards full and proper performance of their contractual obligations in consistence with the provisions of the contract are to be quoted for the following two Blocks separately as per the following format given below. The sum total of rates of both the Blocks will be considered for commercial evaluation of bids. Bidders quoting for single block will not be considered for evaluation.

**I. BLOCK SOUTH BAGHEWALA (RJ-ONHP-2017/8) in the District of Jaisalmer & Bikaner**

<b>Activities</b>	<b>Lumpsum Charges (in INR)</b>
<b>PHASE-I : EIA STUDY (A1)</b>	
(a) Mobilisation and setting up of Monitoring Stations at site.	
(b) Data collection (Primary and Secondary) and analysis (air, water, soil, sediment, ecology etc.) and submission of Concise Preliminary reports and Draft EIA Reports to OIL.	
(c) Presentation on the Draft EIA Reports at Jodhpur for OIL's views/suggestions etc.	
<b>TOTAL VALUE OF PHASE-I (A1):</b>	
<b>PHASE-II : PUBLIC HEARING (B1)</b>	
Organizing, conducting and completing the proceedings of public hearing as per guideline of MoEF&CC.	
<b>TOTAL VALUE OF PHASE-II(B1) :</b>	
<b>PHASE-III : ENVIRONMENTAL CLEARANCE (C1)</b>	
(a) Preparing all documents including application and submission to the MoEF&CC along with the Draft EIA report after incorporating the comments/views of OIL, if any, for consideration of EC.	
(b) Making presentation to the MoEF&CC, as required, and submission of six (6) hard bound copies of Final EIA and EMP Reports to OIL after incorporating recommendation of the Expert Appraisal Committee, if any.	
(c) Subsequent follow-up and obtaining EC from the MoEF&CC.	
<b>TOTAL VALUE OF PHASE-III (C1):</b>	
<b>GRAND TOTAL VALUE OF CONTRACT: (Sum total of all above charges) (T1= A1+B1+C1)</b>	

**II. BLOCK SIYASAR (RJ-ONHP-2017/9) in the District of Bikaner & Ganganagar**

<b>Activities</b>	<b>Lumpsum Charges (in INR)</b>
<b>PHASE-I : EIA STUDY (A2)</b>	
(a) Mobilisation and setting up of Monitoring Stations at site.	
(b) Data collection (Primary and Secondary) and analysis (air, water, soil, sediment, ecology etc.) and submission of Concise Preliminary reports and Draft EIA Reports to OIL.	
(c) Presentation on the Draft EIA Reports at Jodhpur for OIL's views/suggestions etc.	
<b>TOTAL VALUE OF PHASE-I (A2):</b>	
<b>PHASE-II : PUBLIC HEARING (B2)</b>	
Organizing, conducting and completing the proceedings of public hearing as per guideline of MoEF&CC.	
<b>TOTAL VALUE OF PHASE-II(B2) :</b>	
<b>PHASE-III : ENVIRONMENTAL CLEARANCE (C2)</b>	
(a) Preparing all documents including application and submission to the MoEF&CC along with the Draft EIA report after incorporating the comments/views of OIL, if any, for consideration of EC.	
(b) Making presentation to the MoEF&CC, as required, and submission of six (6) hard bound copies of Final EIA and EMP Reports to OIL after incorporating recommendation of the Expert Appraisal Committee, if any.	
(c) Subsequent follow-up and obtaining EC from the MoEF&CC.	
<b>TOTAL VALUE OF PHASE-III (C2):</b>	
<b>GRAND TOTAL VALUE OF CONTRACT: (Sum total of all above charges) (T2= A2+B2+C2)</b>	

**GRAND TOTAL VALUE OF CONTRACT FOR TWO (02) BLOCKS, T = T1 + T2****NOTES:-**

- (i) 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.
- (ii) All taxes and duties including but not limited to corporate/personal taxes etc. 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 and overseas Bidder having offices in India shall lie on the Contractor. The quantum(%age) of GST as applicable against the contract must be indicated separately.

(iii) Bid evaluation will be carried out based on the sum total of prices of two blocks, i.e.  $T = T1 + T2$  of the price bid format shown above.

(iv) The Bidder to note that they have to carry out the study for both the blocks **simultaneously**.

**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. CJI-0235-P19**

*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 estimated 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 \_\_\_\_\_

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

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

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

**Seal of the Bidder:**

**Tender No. : CJI-0235-P19**

**PROFORMA – D**

**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**

Tender No. **CJI-0235-P19**



- 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 Annexure 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

**DGM (M&C)**

Materials & Contracts Department

Oil India Ltd., Rajasthan Project

Jodhpur-342005

Rajasthan, India

Sir,

**Sub:OIL's IFB No. CJI-0235-P19**

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

**DGM (M&C)**

Materials & Contracts Department

Oil India Ltd., Rajasthan Project

Jodhpur-342005

Rajasthan, India

Sir,

**Sub: OIL's e-Tender No. CJI-0235-P19**

We hereby authorise Mr. /Ms. \_\_\_\_\_ (Name and address) to be present at the time of Pre-Bid Meeting / Un-priced Bid Opening / PriceBid 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 credibility 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 :**

**For the Bidder/Contractor:**

Witness 1: .....

Witness 2: .....

Place. JODHPUR.

Date .....

-----  
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)
- iii. Shri Jagmohan Garg,  
Ex Vigilance Commissioner, CVC  
E-Mail ID: [jagmohan.garg@gmail.com](mailto:jagmohan.garg@gmail.com)

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**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>YEAR</b>	<b>TURN OVER In INR Crores / US\$ Million*</b>	<b>NET WORTH In INR Crores / US \$ Million *</b>

\* Rate of Conversion (if used any): USD 1.00 = INR. .... .

Place :

Date:

Seal:

Membership No ..

Registration Code:

Signature :

[\* Applicable only for GLOBAL tenders.]

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**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 ..... this ..... day of ..... by M/s ..... (Mention complete name) a company duly organized and existing under the laws of ..... (Insert jurisdiction/country), having its Registered Office at ..... 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 ..... for ..... on .....

M/s ..... (Mention complete name), a company duly organized and existing under the laws of ..... (Insert jurisdiction/country), having its Registered Office at ..... (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 ..... 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 ..... 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.
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.

“Obligation 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 subject”

**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 Companies 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)	For and on behalf of (Sister Subsidiary / Co-subsidiary)	For and on behalf of (Ultimate Parent / Holding Company)
M/s.	M/s.	M/s.
Witness	Witness	Witness
1)	1)	1)
2)	2)	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 fulfil 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 7 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 main 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 Centres 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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## **ANNEXURE -X**

### **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 MoP&NG

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 **35%**.
- 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 Mo&PNG 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 INR. 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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**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 CONTRACT' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as 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", 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

\_\_\_\_\_  
(Signature)  
Full name and official address  
(in legible letters)  
Stamp

Attorney as per power of  
Attorney No. \_\_\_\_\_  
Dated \_\_\_\_\_

**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>	<b>Rs./Foreign Currency</b>					
	<b>II. Personnel &amp; Consultant cost</b>	<b>Rs./Foreign Currency</b>					
	<b>III. Other services cost</b>	<b>Rs./Foreign Currency</b>					
	<b>IV. Total cost (I to IV)</b>	<b>Rs./Foreign Currency</b>					
<b>B</b>	<b>Taxes and Duties</b>	<b>Rs./Foreign Currency</b>					
<b>C</b>	<b>Total quoted price</b>	<b>Rs./Foreign Currency</b>					

**Note:**

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

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

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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**Annexure-XI**

Format of undertaking by Bidders towards submission of authentic information/documents  
(To be typed on the letter head of the bidder)

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

**Sub: Undertaking of authenticity of information/documents submitted**

**Ref: Your Tender No. CJI-0235-P19**      **Dated \_\_\_\_\_**

To,  
The CGM-Services(RP)  
Materials & Contracts Deptt,  
OIL, Rajasthan Project, Jodhpur

**Sir,**

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

\*\*\*

**--END OF TENDER DOCUMENT--**