



GAUHATI UNIVERSITY

A NAAC 'A' GRADE INSTITUTION

GOPINATH BARDOLOI NAGAR, JALUKBARI
GUWAHATI-781014 (ASSAM)
WWW. GAUHATI.AC.IN



SUPPORTING DATA

NAAC 4TH CYCLE OF ACCREDITATION

PROVIDED BY-

IQAC, GAUHATI UNIVERSITY

CRITERION 3

Assessment term: 2018-2023

Sub criterion 3.5

Consultancy



SERVICE ORDER

To,
GAUHATI UNIVERSITY
ADMINISTRATIVE BLDG
GOPINATH BORDOLOI NAGAR
GUWAHATI
GUWAHATI
Assam 781014 INDIA
Phone : 9957396561
Email : saratphukan@gmail.com
GST No: 18AAAJG0286A4ZL
PAN No: AAAJG0286A
MSME No:

PO Number : 4597000010 / 236
PO Date : 13.12.2023
Amendment No : 1
Amendment Date : 12.02.2024
Offer Ref :
Contact Person : DEBASIS PANDA
Telephone : 7086023676
Fax Number :
Vendor Code : 1250220618
Currency : INR
Validity Date : to
Email : panda.debasis@dalmiacement.com

Kind Attn: SARAT PHUKAN

Dear Madam/Sir ,

We are pleased to place an order on you for the following material Service subject to terms and conditions printed below / attached with the order.

Item	Service Activity Code/Specification	Quantity	Unit	Price	Amount
10	SLOPE STABILITY STUDY OF VCL MINES	1.000	AU		560,000.00
1	54006598/SCIENTIFIC STUDIES IN MINES	1.000	NO	560,000.00	560,000.00
	IN:Central GST 9.00%				50,400.00
	IN:State GST 9.00%				50,400.00
	Taxes on the PO:				100,800.00
	Item Total Value				660,800.00
PO Basic Value					560,000.00
Total Tax					100,800.00
Total PO Value					660,800.00
Total Value in words : RUPEES SIX LAKH SIXTY THOUSAND EIGHT HUNDRED					

Price Basis/INCOTERM :
Freight :
Transit Insurance : Arrange by You
Dispatch Mode :
To Be Delivered At :

Payment Terms:

50% ADV. AND 50% WITHIN 30 DYS AFTER DELV AT PLANT

PAYMENT OF GST WILL BE RELEASED AGAINST SUBMISSION OF PROOF OF FILING OF GST RETRUN

Other Terms And Conditions:

Header text

Scope of Study:

a) Geotechnical assessment/Slope stability assessment of the vulnerable stretch of the mine through

Our GST REG No: 18AABCV1410F1ZT CST No: Our TIN No: CENTRAL EXCISE REGN No: ECC.No: PAN No:
RANGE & COMMISSIONARATE: & , DIVISION: CORPORATE IDENTITY NUMBER: U26942AS1986PLC002553

SERVICE ORDER

To,
GAUHATI UNIVERSITY
GUWAHATI UNIVERSITY
GUWAHATI
Assam 781014 INDIA
Phone : 9957396561
Email : saratphukan@gmail.com
GST No:
PAN No: AAAJG0286A
MSME No:

PO Number : 4549000079 / 184
PO Date : 12.09.2023
Amendment No : 1
Amendment Date : 10.10.2023
Offer Ref :
Contact Person : PALLAV BORA
Telephone : 7086021941
Fax Number :
Vendor Code : 1250211343
Currency : INR
Validity Date : to
Email : bora.pallav@dalmiacement.com

Kind Attn: Bikash

Dear Madam/Sir ,

We are pleased to place an order on you for the following material Service subject to terms and conditions printed below / attached with the order.

Item	Service Activity Code/Specification	Quantity	Unit	Price	Amount
10	HYDROLOGICAL STUDY	1.000	AU		440,000.00
1	54004007/CONSULTANCY CHARGES	1.000	RS	440,000.00	440,000.00
	IN:Integrated 3.00%				13,200.00
	GST-ND				
	Taxes on the PO:				13,200.00
	Item Total Value				453,200.00
PO Basic Value					440,000.00
Total Tax					13,200.00
Total PO Value					453,200.00
Total Value in words : RUPEES FOUR LAKH FIFTY THREE THOUSAND TWO HUNDRED					

Price Basis/INCOTERM :

Payment Terms:

100% WITHIN 15 DAYS OF RECEIPT AT PLANT

Other Terms And Conditions:

Header text

To,
Dr. Balen Bhagabaty
Associate Professor
Department of Geological Sciences
Gauhati University.

1. Cost of the test (Geological fieldwork, analysis and report printing: Expenses related to field work including hiring of

Our GST REG No: 17AADCA9414C1Z0 CST No: Our TIN No: CENTRAL EXCISE REGN No: ECC.No: PAN No:
RANGE & COMMISSIONARATE: & , DIVISION: CORPORATE IDENTITY NUMBER: U65191TN1996PLC035963



ICAR-National Bureau of Fish Genetic Resources



Canal Ring Road, P.O. Dilkusha, Lucknow - 226 002, U.P., India

G./SCSP/2020

27.10.2021

From: **Dr. L.K. Tyagi**
Principal Scientist
PME Cell
ICAR-NBFG, Lucknow

To,
Dr. D. Sarma
Professor
Department of Zoology
Gauhati University, Guwahati, Assam

Subject: Sanction letter for release of funds for ICAR-NBFG, Lucknow collaborative work with Aquaculture & Biodiversity Centre, Department of Zoology, Gauhati University and District Administration, Bongaigaon, Assam entitled 'Inclusive community empowerment through Co-management of Aquaculture Led Interventions under SCSP scheme to be implemented in Bongaigaon district, Assam'_reg.

Dear Dr. Sarma,

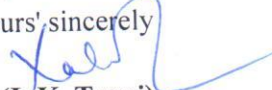
I am happy to inform you that under the collaborative programme with ICAR-NBFG, Lucknow, the Dept. of Zoology, Gauhati University, Guwahati and District Administration, Bongaigaon, Assam under the SCSP scheme of the Govt. of India, the following funds have been sanctioned and transferred to your university institutional account no. 10243131817 (SBI, Gauhati University Branch):

S.N.	Amount (Rs.)	Purpose	Bank Reference No.
1	3,88,000/-	For undertaking approved activities under above collaborative programme	CO92157915068 Transferred from our bank on 6-7 Oct.2021

You are requested to carry out the work components as per approved plan. Proper documentation of the identity proof of the beneficiaries, as well as, baseline data and photographs are required to be collected and maintained in scheme record file in both hard & soft copies, and provided to ICAR-NBFG, Lucknow in reports.

Kindly acknowledge receipt of this letter. Hope to have a very fruitful collaborative work.

Thanking you,

Yours' sincerely

(L.K. Tyagi)

Copy to: 1. Registrar, Gauhati University, Guwahati

**CONTRACT FOR CONSULTING FIRMS
AND OTHER SERVICE PROVIDERS**

GIZ Copy

giz Deutsche Gesellschaft
für Internationale
Zusammenarbeit (GIZ) GmbH

Contract no.: 83407899
Project: Schutz und nachhaltiges Management von
aquatischen Ressourcen im nordöstlichen
Himalaya, Indien
Processing no.: 18.9041.7-001.00
Processed by: Shimpa Kalra
Telephone:

Based on the General Terms of Contract (local) the present Contract is
concluded between the
Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH,
represented by

**German Development Cooperation
GIZ Office New Delhi
46, Paschimi Marg
Vasant Vihar
NEW DELHI - 110 057, INDIA**

(referred to hereinafter as "GIZ")

and

. Gauhati University

**Gopinath Bordoloi Nagar, Guwahati
14 Assam
India
0361-2570415**

(referred to hereinafter as "Contractor").

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

Registered offices
Bonn and Eschborn, Germany

Friedrich-Ebert-Allee 32+36
53113 Bonn, Germany
T +49 228 4480-0
F +49 228 4480-1785

Dag-Hammarskjöld-Weg 1-5
65760 Eschborn, Germany
T +49 6199 79-0
F +49 6199 79-1115

E info@giz.de
I www.giz.de

Registered at
Local court (Amtsgericht)
Bonn, Germany
Registration no. HRB 18384
Local court (Amtsgericht)
Frankfurt am Main, Germany
Registration no. HRB 12344
VAT no. DE 11381176
Tax no. 040 250 56973

Chairman of the Supervisory Board
Jochen Flasbarth, State Secretary

Management Board
Tanya Gönner (Chair)
Ingrid-Gabriela Hoven
Thorsten Schäfer-Gümbel

Commerzbank AG Frankfurt am Main
BIC (SWIFT) COBADE33XXX
IBAN: DE45 5004 0000 0598 9555 00

1. Purpose of the Contract

Adaptive research on Indigenous/endemic fish species of the North Eastern Region of India: inputs on threats and opportunities in protection and management for adapting to climate change.

2. Terms of Reference

The Contractor undertakes to perform the services listed in the Special Agreement (Annex 1).

3. Assignment of Personnel

In order to perform the services, it is anticipated that during the period from 27.06.2022 to 26.06.2023, the Contractor shall assign the following experts:

Dr. Dandadhar Sharma & Others as Experts

4. Reports/Appraisals

Reporting/Submission of the study/The handover of work is governed by the Special Agreement (see Annex 1).

5. Remuneration

For the performance of services, the Contractor shall be remunerated as follows:

Dr. Dandadhar Sharma & Others
Expert

1,224,000.00	INR	x up to	1.0 Expert day/s	
lump sum			up to	1,224,000.00 INR
Professional fee of experts; ref. special agreement.				

Per diem/ daily allowance

120,000.00	INR	x up to	1.0 Day/s	
lump sum			up to	120,000.00 INR
Per diem for 80 days on lumpsum.				

Accommodation

180,000.00	INR	x up to	1.0 Night/s	
------------	-----	---------	-------------	--

against provision of evidence
Stay for 50 nights on actuals; upto max. of INR 180,000/- up to 180,000.00 INR

Other costs
2,300,000.00 INR x up to 1.0 without quantity
lump sum against proof of up to 2,300,000.00 INR
performance
Equipment/Training/Consumables against proof of performance.

Other costs
250,000.00 INR x up to 1.0 without quantity
lump sum up to 250,000.00 INR
Institutional overhead; Lumpsum.

Travel expenses
90,000.00 INR x up to 1.0 without quantity
against provision of evidence up to 90,000.00 INR
Local Travel on actuals; upto max. of INR 90,000/-

Total remuneration
(in words: Forty One Lac and Sixty Four Thousand Only.) up to 4,164,000.00 INR

All costs incurred in connection with the performance of the services are deemed settled herewith.

The tax provisions are listed in the Special Agreement in the section entitled "Other Provisions".

6. Payments

Payment of the remuneration agreed on in Section 5 shall be effected, depending on the type of remuneration, following the performance of services, submission of reports (see Special Agreement), acceptance of services performed, and invoicing.

Advance payment after signing of the Contract and written request for payment anticipated at 27.06.2022 up to 1,041,000.00 INR.

Interim payment after settlement of services provided:

	<u>Anticipated date</u>	<u>Payment up to (INR)</u>
1.	31.10.2022	1,041,000.00
2.	28.02.2023	1,041,000.00

Final payment after final invoice anticipated by 26.06.2023 up to 1,041,000.00 INR.

The invoice must be submitted as 1 original with 1 copy(ies).

7. Other provisions

- 7.1 The original vouchers must be submitted for all items of the Contract for which documentary proof is required.
- 7.2 The Contractor shall carry out project accounting in keeping with the principles of proper bookkeeping.
- 7.3 GIZ shall have an unrestricted right to examine the project accounts at any time. This shall not affect the obligation of the Contractor to submit original vouchers.

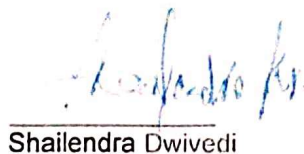
8. General Terms of Contract

- 8.1 The Special Agreement shall constitute an integral component of the Contract.
- 8.2 The General Terms of Contract (local) shall constitute an integral component of this Contract. The Contractor hereby declares that it is familiar with the General Terms of Contract (local).
- 8.3 The Contract shall be drawn up in 2 originals. The Contractor shall receive one original.
- 8.4 All modifications to this Contract shall be made only in writing.

New Delhi, India,

For the GIZ


Punam Gupta


Shailendra Dwivedi

place date


30/4/22

Gauhati University
REGISTRAR
Gauhati University
Gopinath Bardoloi Nagar
Guwahati - 781 014

Annexes

- 1. Special Agreement
- 2. General Terms of Contract (local) enclosed/known

No. S-0 1/2/2023-KVI-I
Government of India
Ministry of Micro, Small & Medium Enterprises
(KVI- 1 Section)

Room No. 435, Udyog Bhawan,
New Delhi-110001, Dated the 2nd April, 2023

Subject: - Minutes of 17th Meeting of Scheme Steering Committee (SSC) of A Scheme for Promotion of Innovation, Rural Industry & Entrepreneurship (ASPIRE).

The undersigned is directed to refer to the 17th Meeting of Scheme Steering Committee (SSC) of ASPIRE held on 23rd March, 2023 at 11.30 A.M, through video conferencing, under the chairmanship of Secretary (MSME), in Room No. 169, Udyog Bhawan, New Delhi

2. The Record Notes of the meeting are enclosed herewith for information and necessary action.
3. The fund flow under the Scheme will be regulated as per the revised fund flow mechanism of the Department of Expenditure, Ministry of Finance.

End: as above


(P K Singh)

Under Secretary to the Govt. of India

☎: 011-23062573

✉: pk.singh23@gov.in

To

1. Secretary, D/o Agriculture & Cooperation, M/o Agriculture and Farmers Welfare, Krishi Bhawan, New Delhi.
2. Secretary, M/o Food Processing Industry, Panchsheel Bhawan, August Kranti Marg, Khel Gaon, New Delhi.
3. Secretary, M/o Rural Development, Krishi Bhawan, New Delhi.
4. Secretary, D/o Electronics & Information Technology, M/o Communication and Information Technology, 6, CGO Complex, Electronics Niketan, New Delhi-110003.
5. Secretary, M/o Labour & Employment, Shram Shakti Bhawan, Rafi Marg, New Delhi.
6. Secretary, D/o Biotechnology, M/o Science & Technology, CGO Complex, Lodi Colony, New Delhi.
7. Secretary, D/o Promotion of Industry and Internal Trade, M/o Commerce & Industry, Udyog Bhawan, New Delhi.
8. Director General, CSIR, CSIR Bhawan, Rafi Marg, New Delhi.
9. Additional Secretary & Financial Adviser, M/o MSME, Udyog Bhawan, New Delhi.
10. Additional Secretary & Development Commissioner (MSME), Nirman Bhawan, New Delhi
11. Chairman & Managing Director, NSIC, NSIC Bhawan, Okhla, New Delhi.
12. Chairman & Managing Director, SIDBI, 15, Ashok Marg, Lucknow -226001.
13. Economic Adviser, M/o MSME, Udyog Bhawan, New Delhi.
14. Joint Secretary (SME), M/o MSME, Udyog Bhawan, New Delhi.

Copy to:

- a. Director, Indian Institute of Entrepreneurship, Guwahati
- b. DG, Entrepreneurship Development Institute of India, Ahmedabad
- c. CEO, KVIC Mumbai

Copy also to:

- 1. PPS to Secretary (MSME)
- 2. PS to JS(ARI)
- 3. PS to JD (ARI)

Minutes of the 17th Meeting of the Scheme Steering Committee (SSC) of A Scheme for Promotion of Innovation, Rural Industries & Entrepreneurship (ASPIRE) held on 23rd March 2023 at 11.30 am.

17th Meeting of the Scheme Steering Committee (SSC) of ASPIRE was held under the Chairmanship of Secretary, MSME on 23.03.2023 at 11.30 a.m, in Room No. 169, Udyog Bhawan, through video conferencing, to consider the proposals received under the ASPIRE Scheme for setting up of Livelihood Business Incubators (LBI). At the outset, JS(ARI) welcomed all the members of the Committee and informed about the scheme and purpose of the meeting.

2. List of the participants is enclosed.

3. **Agenda Item-1:** To confirm the minutes of the 16th meeting of SSC of ASPIRE.

3.1 Minutes of the 16th meeting of ASPIRE held on 1.6.2022 has been confirmed as no comments were received from the concerned officials/departments.

4. **Agenda Item-2:** To consider proposals received under ASPIRE for setting up of new Livelihood Business Incubators (LBIs).

4.1 Four (4) proposal for setting up new Livelihood Business Incubators (LBIs) have been considered. Out of 4 LBI proposals, three (3) proposals presented by Indian Institute of Entrepreneurship (IIE), Guwahati and one (1) proposal, was presented by Entrepreneurship Development Institute of India (EDII), Ahmedabad, as per the details given below:

Sr. No	Host Institute (HI)	Govt. / Private	Mentor Institute (MI)
1.	Ghani Khan Choudhury Institute of Engineering & Technology, Malda, West Bengal	Government	IIE, Guwahati
2.	North-Eastern Handicrafts & Handlooms Corporation Limited, Kamrup, Assam	Government	IIE, Guwahati
3.	Aquaculture & Biodiversity Centre, Guwahati University, Kamrup, Assam	Government	IIE, Guwahati
4.	Crescent Innovation & Incubation Council (CIIC), Madurai, Tamil Nadu	Private	EDII, Ahmedabad

Basic details of the proposals and deliberations of the Committee are summarised below:

Sr. No	Host Institute	Mentor Institute	Proposed Project Cost for Procurement of Plant & Machinery (P&M) and Operational Expenditure	Approved Project Cost for Procurement of Plant & Machinery (P&M) and Operational Expenditure	Thrust Area- Executive Brief	Remarks
1.	<u>Govt LBI</u> Ghani Khan Choudhury Institute of Engineering & Technology, Malda, West Bengal	IIE, Guwahati	<u>For Procurement of P&M</u> Rs. 100.00 Lakh <u>Operational Expenditure</u> Rs. 100.00 Lakh	<u>For Procurement of P&M</u> Rs. 100.00 Lakh <u>Operational Expenditure*</u> Rs. 46.00 Lakh *As per the scheme guidelines, the release of OPEX to the MI for further release to the HI is contingent upon fulfilling the output outcome deliverables by the HI.	Focus Area: Food Processing & Preservation. District Malda has a strong raw material base in Mango, Litchi, Pineapple, Dragon Fruit, and lotus seed. However due to the existing industries working in silos, there is a lack of well networked institutional setup. With Malda's low industrial expansion, the planned Incubation Center at GKCIET Malda aims to generate competent individuals to work in the fruit and vegetable processing industry and create an entrepreneurial ecosystem. The proposed LBI will work towards creating a local ecosystem by partnering with institutions catering to upstream and downstream activities and financial institutions. The proposed LBI aims to train and incubate 2000 beneficiaries	The presentation was given by the Mentor Institute (MI). The SSC suggested to engage with the existing Mega Food Park in Malda which will give an institutional anchorage to the LBI. The SSC enquired whether there is any mechanism to ascertain the improvements in the livelihood of the targeted beneficiaries due to the proposed interventions of the LBI. In response, the MI stated that a robust MIS is being developed for tracking the performance of the LBI with data of pre and post interventions. W.r.t the concern on sustainability of the LBI the MI explained that the

					over the period of 5 years and create employment/entrepreneurial opportunities for 1000 beneficiaries.	LBI will be sustained initially by the support provided by leveraging various state and central schemes for support and subsidies and revenue will also be generated through training and incubation programs along with on demand consultancy service provided to the industries.
2.	<u>Govt LBI</u> North-Eastern Handicrafts & Handlooms Corporation Limited, Kamrup, Assam	IIE, Guwahati	<u>For Procurement of P&M</u> Rs. 97.999 Lakh <u>Operational Expenditure</u> Rs. 100.27 Lakh	<u>For Procurement of P&M</u> Rs. 97.999 Lakh <u>Operational Expenditure*</u> Rs. 30.28 Lakh *As per the scheme guidelines, the release of OPEX to the MI for further release to the HI is contingent upon fulfilling the output outcome	Focus Area: Gems & Jewellery, Handmade Paper & Paper Products; House Décor & Art Jewellery and Toy Making Assam, being the connecting hub to all the other states of Northeast region has many cluster pockets working in the jewellery and handicrafts sector. The region lacks proper finishing and polishing units, due to which the products are required to be outsourced for producing the final product. With the proposed LBI, beneficiaries will be trained for catering to this much-required need of proper finishing units and product diversification. The	The proposal was approved by the SSC. The SSC enquired about the NEHHDC plans to connect the beneficiaries to the market, as the chosen thrust areas are very fragmented. The NEHHDC responded that the products developed by the beneficiaries trained and incubated in the LBI shall be linked to the ‘Purbashree’ outlets, under NEHHDC as well as the marketing support that the organization has been providing since its incorporation. Being connected with the major key partners of the region, NEHHDC also intends to

				deliverables by the HI.	LBI envisages to train the beneficiaries in developing handicraft items like pen stand, photo frames, souvenirs, fusion jewellery, toys etc. made from the traditionally available raw materials like cane, bamboo, water hyacinth etc. The proposed LBI aims to train and incubate 2000 beneficiaries over the period of 5 years and create employment and entrepreneurial opportunities for over 900 beneficiaries.	collaborate with them and bring in the clusters of the sectors altogether under one umbrella. Further, w.r.t the sustainability plan the NEHDC mentioned that apart from the regular revenue from imparting training and incubation programs, deficits will be covered by mobilising CSR Funds from PSUs like IOCL, HUL, NEEPCO, etc through which fees can be subsidised for the underprivileged beneficiaries. Besides, NEHDC also mentioned about their intent to reach out to not only Assam, but the entire Northeast India.	The proposal was approved by the SSC.
3.	Govt LBI Aquaculture & Biodiversity Centre, Guwahati University, Kamrup, Assam	IIE, Guwahati	For Procurement of P&M Rs. 99.51 Lakh Operational Expenditure Rs. 101.97 Lakh	For Procurement of P&M Rs. 99.51 Lakh Operational Expenditure* Rs. 61.17 Lakh *As per the	Focus Area: Aquaculture & Post harvest Technology Assam in particular has huge water resources, diverse commercially important food and ornamental fishes. Culture and rearing of Catfish of the region has good commercial value which in turn creates	The SSC raised the concern on the demand for the trained manpower in the sector and that the proposed LBI will be able to achieve the target milestone providing wage employment for 520 beneficiaries as proposed. The MI responded that,	

			<p>scheme guidelines, the release of OPEX to the MI for further release to the HI is contingent upon fulfilling the output outcome deliverables by the HI.</p>	<p>opportunities for development of micro-enterprise. However, lack of scientific knowledge in fish farming, diversification, over reliance on conventional method for enhancing productivity of ponds has been the pertinent problem that the area has been facing. The proposed LBI aims to provide solutions for the aforementioned problems by imparting NSQF complaint training & incubation programs to the beneficiaries and assisting them for creating their own enterprises and also facilitating in providing employment opportunities by placing them as trainers in the Fish Farmer producer Companies.</p> <p>The proposed LBI aims to train and incubate over 2000 beneficiaries over the period of 5 years and create employment and entrepreneurial opportunities for over 1000 beneficiaries.</p>	<p>there are multiple projects in the pipeline initiated by multilateral bodies like World Bank funded project Assam Agri-business and Rural Transformation Project (APART) and the GIZ India's initiative titled <i>Sustainable Aquaculture for food and livelihood</i>, wherein more than 100 Fish Farmer producer companies to assist fish farmers will be formed in which a minimum of 10 trained human resource will be required to assist each FFPO. Further, the rationale behind the pricing of the courses had been discussed in the meeting. The MI also stated, that the deficits will be covered by leveraging various schemes of the state governments such as residential training program of Fishery Mission Society under CMSGUY, Govt of Assam, where 5000 beneficiaries for five days residential training has</p>
--	--	--	--	---	--

					<p>already been allotted to the center & forthcoming schemes of State Government, such as JICA, Japan sponsored project on Rural Livelihood Generation through fishery and aquaculture intervention. ADB sponsored Wetland Development Project for fish production will also be leveraged.</p> <p>The proposal was approved by the SSC.</p> <p>The SSC enquired about the credentials of the institute. The CIIC stated that they are a seasoned entity in the field of incubation and have created a strong entrepreneurial & innovation ecosystem with global partnerships. Besides, it was also conveyed that, they have already availed grant from various Central Government Ministries like NITI Aayog, DST etc. The SSC discussed about the low pricing for the training programs and</p>
4.	<p><u>Private LBI</u></p> <p>Crescent Innovation & Incubation Council (CIIC), Madurai, Tamil Nadu</p>	<p>EDII, Ahmedabad</p>	<p><u>For Procurement of P&M</u> Rs. 100.00 Lakh</p> <p><u>Operational Expenditure</u> Rs. 100 Lakh</p>	<p><u>For Procurement of P&M</u> Rs. 75.00 Lakh</p> <p><u>Operational Expenditure*</u> Rs. 39.75 Lakh</p> <p>*As per the scheme guidelines, the release of OPEX to the MI for further release to the HI is contingent upon fulfilling the</p>	<p>Focus Area: Agriculture & Food Industries</p> <p>Madurai is an agrarian and industrially forward district having immense scope in agriculture and food industries. With growing demand for variety of functional foods which are healthy, Madurai provides good opportunity for existing and potential entrepreneurs to set up their enterprises.</p> <p>The proposed LBI aims to provide the rural beneficiaries with the right program and support to set up their enterprises. Besides, the LBI</p>

				<p>also aims at providing trained human resource to the local industry in order bring in consistency on quality of the product & in increasing overall efficiency. The LBI proposed to train and incubate more than 2100 beneficiaries and create employment and entrepreneurial opportunities for over 1000 beneficiaries.</p>	<p>the sustainability of the LBI. It was clarified by CIIC that the pricing was determined based on training target segment i.e., the farmers, women, fisherman and their willingness to pay and that CIIC has a sustainability plan in place to sustain the operations, like NABARD's Cluster Based Organizations (CBOs) will be leveraged for Man Power Cost. Micro Enterprises Development Program (MEDP) & Livelihood Enterprises Development Program (LEDP) will be leveraged for managing Training & Workshop Cost.</p>	<p>The proposal was approved by the SSC.</p>
--	--	--	--	---	---	---

5. Agenda Item-3: No other item was taken for discussion.

The meeting ended with a vote of Thanks to the Chair.

List of participants of the 17th Meeting of Scheme Steering Committee (SSC) of ASPIRE held on 23.03.2023 at 11.30 a.m in Room No 169 through Video Conferencing

Sr.No.	Name	Designation	Department/Organisation
1.	Shri BB Swain	Secretary	M/O MSME
2.	Dr. Rajneesh	AS&DC	M/O MSME
3.	Shri Vipul Goel	JS (ARI)	M/O MSME
4.	Ms. Arti Bhatnagar	AS&FA	M/O MSME
5.	Ms. Mercy Epao	JS (SME)	M/O MSME
6.	MS. Mercy Epao	CMD	NSIC
7.	Shri Arun G	Jt. Director	M/O MSME
8.	Shri PK Singh	Under Secretary	M/O MSME
9.	Dr Debapriya Dutta	Head- SEED & State S&T Programme (SSTP)	Department of Science & Technology
10.	Dr. Santanu M. Deka	MI Representative	Indian Institute of Entrepreneurship, Guwahati
11.	Dr. Rajeev Sharma	MI Representative	Entrepreneurship Development Institute of India, Ahmedabad
12.	Dr. Bhaskar Saud	MI Representative	Indian Institute of Entrepreneurship, Guwahati
13.	Sh. Gopal Kumar Roy	MI Representative	Entrepreneurship Development Institute of India, Ahmedabad
14.	Dr. Sripama B. Baruah	Advisor	NEHDC
15.	Namrata Das	Executive	NEHDC
16.	Dr. Kshirod Kumar Dash	Representative- Host Institute	Ghani Khan Choudhury Institute of Engineering & Technology
17.	Dr. D. Sarma	Representative- Host Institute	Aquaculture and Bio-diversity Centre, Guwahati University
18.	Shri S. Santosh	Representative- Host Institute	Crescent Innovation and Incubation Council



Ref No.: COE/PROJ/31/5050

Date: 01.05.2023

Department of Geological Sciences
Gauhati University
Guwahati, Assam- 781014
Prof. Bikash Gogoi
E-mail: bikash.gogoi@gauhati.ac.in

Sub: Letter of Award (LOA) of contract for Collaborative study with Gauhati University on "Outcrop sequence stratigraphy in the Naga Schuppen Belt and Inner Fold-Belt of Nagaland and Manipur".

Sir(s),

We refer to your project proposal dtd 14/12/2022 we have the pleasure in awarding you our firm **Contract No. 6209157** for the above described service, at a total estimated contract cost of **Rs. 15,07,000.00 (Rupees Fifteen Lakhs Seven Thousand only)** inclusive of all taxes and duties but exclusive of GST which will be extra to OIL's account. The charges related to the contract will be as follows:

Sl No.	Description	UOM.	Qty.	Unit Rate (Rs.)	Amount (excl. GST) (Rs.)
01	Cost for Field Work, travel and lab visit	LSM	1	5,50,000.00	5,50,000.00
02	Cost of Manpower: Project Associate (PA) [1 No.]	LSM	1	Salary: @ 30,000/- per month for 2 years	7,20,000.00
03	Contingency charges	LSM	1	1,00,000.00	1,00,000.00
04	Overhead charges	LSM	1	10% of the Total amount excluding Fieldwork, Travel & Laboratory visits.	1,37,000.00
Total Estimated Contract Cost excluding GST (Rs.)					15,07,000.00

Bikash Gogoi
16-05-2023
Dr. Bikash Gogoi
Professor
Dept. of Geological Sciences
Gauhati University

2.0 Duration of Contract: 2 (two) years w.e.f. 01.05.2023

3.0 Terms of Payment: Payment shall be released in the following manner and as per terms of payment mentioned under General Conditions of Contract:

- i. 20% of the total contract cost to be issued in advance (interest free & without any bank guarantee) immediately after award within two months, against submission of Invoice.
- ii. 20% of the total contract cost within 6 months from the date of award subject to satisfactory progress of the project (as certified by OIL), against submission of Invoice.
- iii. 20% of the total contract cost within 12 months from the date of award subject to satisfactory progress of the project (as certified by OIL) against submission of invoice.
- iv. 30% of the total contract cost within 18 months from the date of award subject to satisfactory progress of the project (as certified by OIL) against submission of invoice.
- v. 10% of the total contract cost within 24 months from the date of award after submission of final report subject to satisfactory completion (as certified by OIL) against submission of invoice.

4.0 Performance Security: Not Applicable

5.0 All terms and conditions will be guided by the General Conditions of Contract, Scope of Work/Special Conditions of Contract and Schedule of Rates are enclosed herewith as **Annexure-I**.

6.0 Please consider this LOA as a binding contract between you and OIL INDIA LTD. All attachment to this LOA is also an integral part of the contract. No separate agreement is required to be signed by you.

7.0 Please acknowledge receipt of this Letter of Award and return one copy of this letter duly signed and sealed by your authorized personnel as a token of acceptance.

Thanking you,

Yours faithfully,
Oil India Limited

**BALEN
BHARALI**

Digitally signed by
BALEN BHARALI
Date: 2023.05.13
08:18:35 +05'30'

Balen Bharali

**Dy. General Manager (Materials)-PL (i/c)
For Executive Director-PLS**

Bikash
16-05-23
Dr. Bikash Gogoi
Professor
Dept. of Geological Sciences
Gauhati University



GUWAHATI ASSAM

19AA 295269

**MEMORANDUM OF UNDERSTANDING BETWEEN
OIL INDIA LIMITED
AND
GAUHATI UNIVERSITY, GUWAHATI**

Memorandum of Understanding is made on the 5th day, in the month of July, 2017 at Guwahati in the year two thousand Seventeen between

OIL INDIA LIMITED a company incorporated under the Companies Act, 1956 in India and having Registered Office at Duliajan, Assam-786602 & Corporate Office at OIL House, Plot.No.19 Sector-16A, Noida, Uttar Pradesh-201301, India, represented through its Executive Director (CoEES), hereinafter, referred to as "OIL" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns.


07/07/17

नियंत्रक
कंपादित विद्यापीठ, गुवाहाटी-१४
Registrar
Gauhati University, Guwahati-14

And

Gauhati University, a premier institute of the State of Assam, established under Gauhati University Act, 1947, represented through the Registrar, Gauhati University, hereinafter, referred to as 'GU' which unless repugnant to the context would include their successors, assignees, agents and executors on the other part.

OIL and GU shall hereinafter referred individually as "party" and collectively as "Parties"

Whereas:

- A. **OIL** is a Navaratna Company under the Ministry of Petroleum & Natural Gas, Government of India, engaged in the business of exploration, production & transportation of crude oil & natural gas, extraction of liquefied petroleum gas and generation of wind and solar power in India and also having participating interest in hydrocarbon acreages in few other countries.
- B. **DEPARTMENT OF GEOLOGICAL SCIENCES, GU** has been pursuing the research on the areas of petroleum geology, sedimentology, palaeontology, coal, remote sensing, structure/tectonics and environmental studies and is willing to undertake the collaborative Research Programme with **OIL** as set out in details here under.
- C. Both OIL and GU recognize that there are complementary strengths and with a view to synergizing the respective strengths, the Parties agree that there is scope for mutual collaboration. The Parties also acknowledge complementary advantages available by virtue of which joint efforts can be made to establish mutual collaboration considering the business need of each other.
- D. WHEREAS OIL and GU are intending to collaborate in the following projects

Project1: "Study of hydrocarbon potential, depositional environment and geological mapping of the Disang-Barail transitional sequence in Assam, Nagaland and Arunachal Pradesh"

Project2: "Integrated palynofacies and magnetostratigraphic study of Bhuban Formation in some selected outcrops exposed in the central part of Mizoram"



পরিচালক
গৌহাটি বিশ্ববিদ্যালয়
Registrar
Gauhati University, Gauhati

Rubor Dui

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article-1 SCOPE OF THE PROJECTS

Project 1: this project is proposed to study the area covering the Schuppen Belt and the Inner Paleogene Fold belt of Assam-Arakan Basin. Also, this project deals with the organic geochemical and petrographical characters of the Disang-Barail transition of Assam and Nagaland to establish its hydrocarbon potential and depositional environment in different parts of the basin. The data will also be used for understanding depositional environment and facies variation in the Eocene-Oligocene Disang-Barail Sea. The various analyses and information are to be integrated with the geological understanding of the area.

Project 2: As southern extremity sub basin and extension of Kohima Synclorium of Assam Arakan Basin, Mizoram sub basin is known for its occurrences of clastic sequence Barail Group, Surma Group, Tipam Group and Recent Alluvium. Out of those sequences Surma Group developed extensively followed by Barail Group, Tipam and Alluvium development. Surma Group of rock in Mizoram sub basin is also lithostratigraphically subdivided into two formations of which Bhuban Formation is older and BokaBil Formation is younger. The main object of this study is to establish a high resolution stratigraphy of Bhuban formation on certain observable characteristics in Mizoram using magneto stratigraphic study.

ARTICLE-2 OBJECTIVES OF PROJECTS:

Project 1:

- a) Lithological mapping and construction of the lithological column along at least four road sections across the Naga Schuppen Belt and Inner Paleogene Fold Belt.
- b) Collection of subsurface samples for the organic geochemical and petrographic study from a depth of one meter by coring.
- c) Study of organic geochemistry and petrography of the Disang-Barail rocks sampled from the road sections.
- d) Study of depositional environment of the Barail-Disang transition based on the organic geochemistry and petrography.
- e) Study of organic matter types and maturity of the rock formations.

পৰ্বতী বিশ্ববিদ্যালয়, গুৱাহাটী
Registrar
Garhathi University, Guwahati-14

- f) Preparation of organic matter richness and maturity maps of the proposed study area.
- g) An attempt would be made to understand the transitional boundary between the Disang and Barail groups based on organic geochemistry and petrography.
- h) Preparation of geological maps of the entire region with inputs from other Investigators and already published geological maps and literatures.

Project 2:

- a) To study lithofacies characteristics of Bhuban Formation in some selected outcrops exposed in the central part of Mizoram, NE India and geological mapping of the same.
- b) To study the palynofacies characteristic of the Bhuban Formation of the mapped sections.
- c) To generate magnetostratigraphic data base for the studied sections of the Bhuban Formation.

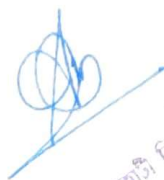
Article-3 JOINT COORDINATION TEAM

- a) For the purpose of coordinating the activities between the parties under this MoU and to explore opportunities relating to each mutually agreed activity, a Joint coordination Team, herein after referred to as "JCT" shall be formed upon execution of the MoU
- b) The mandate of JCT shall be outlining the technical scope of work, ascertain commercial aspects, defining project timelines and deliverables thereof.
- c) The JCT will comprise of six members with 4 members nominated from OIL and 2 members nominated from GU.
- d) The JCT shall endeavor to take decisions unanimously.
- e) The JCT will be in constant touch through electronic medium and shall meet atleast twice a year to identify and firm-up specific projects/activities.

Article-4 CAPITAL ITEMS

The items/Instruments, procured for use during the project by GU and which are capital in nature may be returned to OIL after completion of the Projects. OIL however may decide to offer these items to the University/Institute as a goodwill gesture.

Ruba Devi



মিঃ
সত্যজিৎ বিশ্বাস
Registrar
Guwahati University, Guwahati

Article-5 CONFIDENTIALITY

- 5.1 Subject to each Party's confidentiality undertaking in the relevant agreements entered with their respective third party(ies), the Parties, their affiliated parties and their respective nominees / employees or consultants may during the course of implementation of various projects / activities covered under this MoU having access to proprietary information of the other Party considered confidential, classified, restricted or secret, whether specified to be confidential or not required under this MoU. The Parties undertake that they or their respective nominees / employees / authorized agents shall at all times protect the confidentiality of such information.
- 5.2 Each party shall remain liable for the breach of obligations under this Article by its nominees / employees / authorized agents. The Parties hereto shall cause their respective nominees / employees to protect the confidentiality of the said information.
- 5.3 Without limitation to the foregoing, each of the Parties agree that it shall not divulge any commercial, trade or technical information of the disclosing Party marked as confidential to the third parties, without prior consent of the disclosing Party which shall not be unreasonably delayed or withheld, except if:
- a) At the time of, or after the disclosure, such information is, or comes, in public domain, due to reason other than breach of confidentiality by the receiving Party;
 - b) Such information was in the possession of the receiving Party without any commitment to keep such information as confidential as prior to the disclosure by the disclosing Party;
 - c) Disclosed to receiving Party by a third party, which as per the knowledge of such Party, is not bound by any confidentiality obligation towards any other Party, after disclosing Party has disclosed such information;
 - d) Disclosure is required under applicable law – judicial or quasi judicial order or direction from any regulatory or administrative authority.
- 5.4 No Party shall, except without prior consent of the other Party, use, disclose or reproduce any information contributed to or resulting from the projects / activities for any purpose other than the pursuit and the development of the project. The aforesaid confidentiality undertaking shall survive the termination of this MoU and shall remain valid and in full force and effect for a period of 3(three) years from the effective date of such termination.
- 5.5 Notwithstanding above, the university/ faculties/project assistants along with OIL however, may publish technical papers based on the acquired data in the field.

Ruba Dini

[Signature]

Registrar
Quwahang University, Quwahang

Article-6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Intellectual Property (IP) arising out of collaborative projects / activities undertaken under this MoU shall be jointly held in the name of OIL and GU wherein OIL will be the first Party, mentioning inventors from both the sides. OIL will be responsible to file, maintain and defend the IP against any claim and / or possible encroachment using its resources. However, technical support if required to defend any claim and / or possible encroachment will be provided by GU.
- 6.2 The right to first use of IPR / Patent / Technology developed through this collaboration for its commercial exploitation shall rest with OIL and its subsidiaries.
- 6.3 Both the Parties shall have full right to transfer / assign / license the product / process technology developed to a third party after prior written consent of the other Party. In case of generation of profit by its uses from any third party, the same will be shared between both the Parties in equal proportion after recovery of expenses / investments in developing the product / process technology by the Parties.

Article-7 RESPONSIBILITIES

- 7.1 As the intent of the Collaboration involves research programme of a very collaborative nature, the OIL and the GU will each be responsible for conducting their portion of the collaborative research and will be specified in the individual projects to be undertaken in accordance with high scientific standards of science and technology.
- 7.2 Neither the OIL nor the GU will be responsible to the other party for any losses that either party may suffer during the research work or from using the results of the collaborative research.
- 7.3 Both the OIL and the GU will be individually responsible for insuring their own premises, equipment and personnel for any claims that may arise from conduct of the collaborative research and from use of the results of the collaborative research.

Article-8 DURATION AND TERMINATION

- 8.1 The MoU will be effective on the date of signing by the last party ("effective Date") and shall remain valid for an initial period of 3(three) years unless terminated by either party or extend mutually, in writing by giving 60(sixty) days advance notice.

Ruben Dini

[Signature]

পঞ্জীকৃত
গুৱাহাটী বিশ্ববিদ্যালয়, গুৱাহাটী-১
Registrar
Guwahati University, Guwahati-1

8.2 After termination of the MoU, either Party shall not claim any damage/ compensation/loss on account of termination of the work, however termination of MoU shall no way affect ongoing Projects.

8.3 In the event of termination, OIL and GU shall take all necessary steps to effect the orderly completion/termination of the projects/activities in progress in accordance with respective obligations governing the implementation.

8.4 Upon termination, no Party shall use the confidential information, assimilated during operation of this MoU for developing Projects/activities of similar nature and competitive to business interests of other Party within 2(Two) years from the effective date of termination of this MoU. However, Parties may use the confidential information required for the purpose of completion of ongoing Projects.

Article-9 PAYMENT TERMS AND CONDITIONS:

OIL shall make payments to GU as per the agreed rates and terms referred below.


9.1 GU shall submit three (3) sets of all invoices to OIL for processing the payment.

9.2 GU shall raise invoices as per the payment schedule given below for the jobs done which is certified by JCT members.

9.3 OIL shall within 30 days of receipt of the invoice notify GU 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 undisputed portion within 30 days. Processing and payment of undisputed invoices shall not preclude OIL from raising any dispute at a later date if discrepancies are noticed subsequently.

9.4 GU shall maintain complete and correct records of all information on which GU's invoices are base upto 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.

9.5 The rates that are agreed by the parties and payable by OIL to the GU towards full and proper completion of the mentioned two projects in line with the provisions of this MoU are as follows:


गौरीगंगा विश्वविद्यालय, गुवाहाटी
Registrar
Gauhati University, Guwahati

Ruba Devi

Project 1 cost details:

SI No	Head	Rate	Total
1	Fieldwork expenses, including hiring vehicle, TA & DA of the Project Investigators and Project Assistants, visit to laboratories, hiring man power, local facilitator etc.	@ Rs. 1.5 lakhs per section for 4 lithological sections	6,00,000/-
2	Salary for Project Assistants	Rs. 20,000 + 15% HRA for 2 project assistants for 2 years	11,04,000/-
3	Equipments Portable hand drill with Accessories		3,00,000/-
	Pulverizing machine, minor equipments and accessories		2,00,000/-
	A Laptop computer		65,000/-
4	Contingency (including cost of Lab and office consumables, minor equipments, secretarial assistance etc.), report preparation	Lumpsum	3,00,000/-
	RockEval, GC-MS/Ms, Elemental analysis and Organic Petrography	Analysis will be carried out at CoEES, Guwahati	
5	Hiring services of a person trained in Geoinformatics (with M.Sc. in Geology) for digitization and map compilation, hiring service of Consultants for reviewing works done by different universities and meeting the cost of compilation of all works done by the different universities under the Industry-Academia project of the Oil India Ltd.	Lump sum	5,00,000/-
6	Total		30,69,000/-
5	University overhead	@ 10% of total	3,06,900/-
6	Grand total		33,75,900/-

Project 2 cost Details:

SI No	Head	Rate	Total
1	Fieldwork expenses, including hiring vehicle, TA & DA of the project investigators and project assistants, visit to laboratories, hiring man power, local facilitator etc.	Lump sum	5,00,000.00
2	Salary for Project Assistants	Rs. 20,000 + 15% HRA for 2 Project Assistants for 2 years	11,04,000/-

Reba D



গণপ্রজাতন্ত্রী বাংলাদেশ
জাতিসংঘ বিশ্ববিদ্যালয়, গুৱাহাটী
Registrar
Guwahati University, Guwahati

3	Equipments	3,50,000/-	3,50,000/-
	One Portable hand drill with tools		
	One Laptop	70,000/-	70,000/-
	One Digital camera	35,000/-	35,000/-
	One Fume Hood	1,50,000/-	1,50,000/-
4	Magnetostratigraphic sample analysis (costs including TA and DA for visiting laboratories and sample preparation and analysis)	Lump sum	3,45,000/-
5	Contingency (including cost of Lab and office consumables, minor equipments, glassware's, secretarial assistance etc.)	5,00,000	5,00,000/-
6	Total		30,54,000/-
7	University overhead	@10% of total	3,54,000/-
6	Grand total		33,59,400/-

Article-10 PAYMENT SCHEDULE:

Payment to GU shall be made by OIL as under against invoices of each project to be raised in triplicate. All payments shall be made through bank in favor of the Registrar, Gauhati University.

SI No.	Phase	Activities	Time Schedule for each phase	Amount to be paid after completion of each phase
1	Phase 1	Signing of MoU, Lab visit, recruitment of Project Assistant, Base map preparation and purchase of equipment	Within 1 month of start of the project	30% of total
2	Phase 2	Purchase of equipment and geological fieldwork	Within 4 months of start of the project	20% of total
3	Phase 3	Lithological mapping and construction of the lithological column along selected road sections; sample collections, organic geochemical, petrographical and palynological analysis of samples; submission of annual progress report.	Within 12 months of start of the project	20% of total
4	Phase 4	Lithological mapping and construction of the lithological column along selected road sections; sample collections, organic geochemical, petrographical and palynological analysis of samples; magnetographic sample analysis	Within 18 months of start of the project	20% of total

Ruba Devi



Registrar
Gauhati University

5	Phase 5	Correlation of lithological sections, preparation of geological maps, submission and Integration of final reports (All Universities' project)	Within 24 months of start of the project	10% of the total
---	---------	---	--	------------------

Article-11 SETTLEMENT OF DISPUTES AND JURISDICTION

11.1 In the event of any difference or dispute arising out of interpretation or application of the provisions of this MoU, the parties shall immediately consult each other with the view to expeditiously resolve such differences or disputes spirit of mutual understanding and co-operation. In case differences or disputes persist, the differences/disputes shall be referred to senior management of Parties for further review. In the event, the Parties cannot resolve the differences within 45(Forty-five) days, the dispute(s) shall be referred to a Sole Arbitrator to be appointed by OIL with the consent of the GU as per the provisions of Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding upon both the parties. The Place of Arbitration shall be Guwahati.

11.2 The Courts of Guwahati shall have the sole and exclusive jurisdiction to adjudicate ant dispute arising out of and during the continuation of the MoU.

Article-12 NON BINDING OBLIGATIONS

It is understood and agreed by the Parties that the understanding set out in this MoU embody the declaration of the intentions of the Parties and are not intended to be any legally binding commitments of the Parties except the obligations under Confidentiality and Arbitration.

Article-13 RESOLUTION

13.1 The parties resolve to act in good faith and in accordance with the spirit of MoU to implement the provisions in accordance with the natural desire and interest of the Parties. No amendment to this MoU shall be valid unless made in writing and agreed by the both Parties.

13.2 Each Party enters into this MoU as an independent Party and not as Partner, representative, agent or employee of the other. This MoU does not create or constitute either Party to be a Joint venture, partnership, agent, employee or fiduciary of the other.

গোষ্ঠী প্রতিনিধিত্ব
Registrar
Garhath University, Guwahati

Suba Dini

Article-14 NOTICES

Any notices, under this Memorandum of Understanding / Agreement will be delivered as follows:

FOR OIL

Executive Director (CoEES)

Oil India Limited

Rukminigaon G S Road, Guwahati 781022

FOR GU

Registrar

Gauhati University,

Guwahati-781014, Assam

Now, therefore, this Memorandum of Understanding is executed and signed in the presence of following witness(s) on the day, month and year cited herein above.

For and on behalf of
Oil India Limited

Rakesh Dini
Signature:

In the presence of:

कार्याकारी निर्देशक
Executive Director (CoEES)
ऊर्जा अध्ययन का उत्कृष्ट केन्द्र
Centre of Excellence for Energy Studies
ऑयल इंडिया लिमिटेड
OIL INDIA LIMITED
गुवाहाटी/Guwahati-781022

Witness

1.

Neeeraj
(N. Mathur)

2.

Ranj
(Rajumori Saekha)



For and on behalf of
Gauhati University

[Signature]
Signature: 7/07/17

In the presence of:

Witness

1.

[Signature]
7.07.2017
(PARAG PHUKAN)

2.

[Signature]
ASSOCIATE PROFESSOR
Department of Anthropology
Gauhati University



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

PIPELINE HEADQUARTERS
P.O. UDAYAN VIHAR, GUWAHATI - 781171
E-MAIL: balen_bharali@oilindia.in
Contact: 0361-2595680

Ref No.: COE/PROJ/31/5047

Date: 01.05.2023

Department of Geological Sciences
Gauhati University
Guwahati, Assam- 781014
Prof. Sarat Phukan
E-mail: saratphukan@gauhati.ac.in

Sub: Letter of Award (LOA) of contract for Collaborative study with Gauhati University on “Litho-structural analysis and identification of potential zones of petroleum seepages in parts of the Naga Schuppen Belt, Assam-Arakan Basin: A Remote Sensing and Field Techniques Approach”

Sir(s),

We refer to your project proposal dtd 14/12/2022 we have the pleasure in awarding you our firm **Contract No. 6209160** for the above described service, at a total estimated contract cost of **Rs. 14,52,000.00 (Rupees Fourteen Lakhs Fifty Two Thousand only)** inclusive of all taxes and duties but exclusive of GST which will be extra to OIL's account. The charges related to the contract will be as follows:

S/No.	Description	UOM.	Qty.	Unit Rate (Rs.)	Amount (excl. GST) (Rs.)
01	Cost for Field Work, travel and lab visit	LSM	1	5,00,000.00	5,00,000.00
02	Cost of Manpower: Project Associate (PA) [1No.]	LSM	1	Salary: @ 30,000/- per month for 2 years	7,20,000.00
03	Contingency charges	LSM	1	1,00,000.00	1,00,000.00
04	Overhead charges	LSM	1	10% of the Total amount excluding Fieldwork, Travel & Laboratory visits.	1,32,000.00
Total Estimated Contract Cost excluding GST (Rs.)					14,52,000.00

2.0 Duration of Contract: 2 (Two) years w.e.f. 01.05.2023

3.0 Terms of Payment: Payment shall be released in the following manner and as per terms of payment mentioned under General Conditions of Contract:

- i. 20% of the total contract cost to be issued in advance (interest free & without any bank guarantee) immediately after award within two months, against submission of Invoice.
- ii. 20% of the total contract cost within 6 months from the date of award subject to satisfactory progress of the project (as certified by OIL), against submission of Invoice.
- iii. 20% of the total contract cost within 12 months from the date of award subject to satisfactory progress of the project (as certified by OIL) against submission of invoice.
- iv. 30% of the total contract cost within 18 months from the date of award subject to satisfactory progress of the project (as certified by OIL) against submission of invoice.
- v. 10% of the total contract cost within 24 months from the date of award after submission of final report subject to satisfactory completion (as certified by OIL) against submission of invoice.

4.0 Performance Security: Not Applicable

5.0 All terms and conditions will be guided by the General Conditions of Contract, Scope of Work/Special Conditions of Contract and Schedule of Rates are enclosed herewith as **Annexure-I**.

6.0 Please consider this LOA as a binding contract between you and OIL INDIA LTD. All attachment to this LOA is also an integral part of the contract. No separate agreement is required to be signed by you.

7.0 Please acknowledge receipt of this Letter of Award and return one copy of this letter duly signed and sealed by your authorized personnel as a token of acceptance.

Thanking you,

Yours faithfully,
Oil India Limited

Balen Bharali
Dy. General Manager (Materials)-PL (i/c)
For Executive Director-PLS

GENERAL CONDITIONS OF CONTRACT

1.0 APPLICABILITY, DEFINITION & INTERPRETATION

1.1 Applicability

All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC] and/or BEC/BRC. Furthermore, in the event if there is any conflict between the Principal text of the Agreement and the Appendixes, the Principal text will prevail.

1.2 Definition & Interpretation

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

1.2.1 COMPANY/OIL/Operator:

Shall mean Oil India Limited [OIL] a public sector undertaking, incorporated under COMPANY's Act 1956 having its registered office at Duliajan-786602, Assam, India and includes its successor and permitted assigns.

1.2.2 CONTRACTOR:

Shall mean the person or persons, firm or COMPANY or corporation incorporated in India or abroad, who has been awarded with the contract and includes contractor's legal representatives, his successors and permitted assigns.

1.2.3 Contract:

Shall mean a written agreement between the COMPANY and the CONTRACTOR for execution of the services/works including all contract documents and subsequent amendments, if any.

1.2.4 Site:

Shall mean the place in which the operations/services are to be carried out or places approved by OIL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

1.2.5 COMPANY's Site Representative/Engineer:

Shall mean the person or the persons appointed by the COMPANY from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

1.2.6 Sub-Contract:

Shall mean order/contract placed by the CONTRACTOR for any portion

of the CONTRACT or work sublet with necessary written consent of COMPANY on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

1.2.7 Sub-Contractor:

Shall mean any person or firm or COMPANY (other than CONTRACTOR) to whom any part of the work has been entrusted by CONTRACTOR, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or COMPANY).

1.2.8 Contractor's Representative:

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the COMPANY as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

1.2.9 Contract Price/Value:

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted in tender and/or the contract rates as payable to the CONTRACTOR for the entire execution and completion of the services/works, including amendments/modification/change order issued by the COMPANY.

1.2.10 Firm price:

The prices will remain unchanged, except for statutory changes, during currency of the CONTRACT unless specifically agreed to in writing by COMPANY.

1.2.11 Service/Works/Operations:

Shall mean and include all items and things to be supplied/done and all work/Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract.

1.2.12 Equipment/Materials/Goods:

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the COMPANY for/under the CONTRACT and amendments thereto.

1.2.13 Drawings:

Shall mean and include all Engineering sketches, general arrangements/layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto.

1.2.14 Specifications:

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and

manner of performing the services and qualities of the service/materials to be provided under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

1.2.15 Engineer In-charge (EIC):

Shall mean the person designated from time to time by the COMPANY and shall include those who are expressly authorized by the COMPANY to act for and on its behalf for operation of the contract.

1.2.16 Inspectors:

Shall mean any person or outside Agency nominated by COMPANY to inspect equipment, materials and services, if any, in the CONTRACT (stage wise as well as final) as per the terms of the CONTRACT.

1.2.17 Tests:

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT, considered necessary by the COMPANY or their representative to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

1.2.18 Approval:

Shall mean and include the written consent duly signed by COMPANY or their authorized official in respect of all documents, drawings or other particulars in relation to the CONTRACT.

1.2.19 Day:

Shall mean a calendar day of twenty –four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

Means any day which is not declared to be holiday by the COMPANY.

1.2.23 Bid/offer:

Shall mean the proposal/Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.

1.2.24 Guarantee:

Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT.

1.2.25 Mobilization:

Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.

1.2.26 De-mobilization:

Shall mean the removal of all items forming part of the mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.

1.2.27 Willful Misconduct:

Shall mean 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 of the Company or Third Party.

1.2.28 Gross Negligence:

Shall mean 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 unjustifiable 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.

1.2.29 Criminal Negligence:

Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.

1.2.30 GST Legislations:

‘GST legislations’ means ‘any or all of the following legislations as may be applicable to the CONTRACTOR and OIL:

- (A) The Central Goods & Services Tax Act, 2017;
- (B) The Integrated Goods & Services Act, 2017;
- (C) The Union Territory Goods & Services Tax Act, 2017;
- (D) The respective State Goods & Service Tax Acts’
- (E) The Goods and Services (Compensation to States) Act, 2017
- (F) The Customs Act and the Customs Tariff Act.
- (G) Any other applicable Act related to GST

2.0 CONTRACT DOCUMENT:

- 2.1 Governing language:** The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.
- 2.2 Entire Agreement:** The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.
- 2.3 Amendment in CONTRACT:** No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.
- 3.0 WAIVERS AND AMENDMENTS:**
- 3.1 Waivers:** It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.
- 3.2 Change Program:** It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling Programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.
- 4.0 CONTRACT TIMELINE:**
- 4.1 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. All terms and conditions of the contract shall come into force with the date of issuance of LOA.
- 4.2 Date of Commencement of Operation:**
The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision

[Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.

4.3 Duration of the contract:

The contract shall be valid for a period as defined in the LOA and Special Conditions of Contract [SCC].

5.0 SCOPE OF WORK/CONTRACT:

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and Appendices.

6.0 GENERAL OBLIGATION OF CONTRACTOR:

CONTRACTOR shall, in accordance with and subject to the terms and conditions of this Contract:

- 6.1** Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.
- 6.2** Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.
- 6.3** 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.
- 6.4** Comply with all applicable statutory obligations specified in the contract.
- 6.5** 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.
- 6.6** CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, 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.
- 6.7** 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.

7.0 GENERAL OBLIGATION OF COMPANY:

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

7.1 Pay CONTRACTOR in accordance with terms and conditions of the contract.

7.2 Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.

7.3 Perform all other obligations required of COMPANY by the terms of this contract.

8.0 DUTIES AND POWER/AUTHORITY:

8.1 OIL's site representative/engineer:

The duties and authorities of OIL's site representative/engineer are to act on behalf of OIL for:

- (a) Overall supervision, co-ordination and Project Management at site.
- (b) Proper and optimum utilization of equipment and services.
- (c) Monitoring of performance and progress
- (d) Commenting/countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- (e) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
- (f) Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

8.2 CONTRACTOR's representative:

- (a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.
- (b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
- (c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures,

performance, reports and records pertaining to works.

- (d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

9.0 Personnel to be deployed by contractor:

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

- 9.1** The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its 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 15 days from the date of issuance of notice without affecting the operation of the COMPANY.
- 9.2** 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 Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.
- 9.3** However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.
- 9.4** CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

10.0 PERFORMANCE SECURITY:

- 10.1** On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft/Cashier's cheque/Banker's cheque*/ NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:
- 10.2** 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 CONTRACTOR/service provider, or
- 10.3** In case of foreign CONTRACTOR/service provider, 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.

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 Scheduled Bank of India at the request of some other Non-Schedule Bank of India shall not be acceptable.

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

Full address.

Branch Code.

Code Nos. of the authorized signatory with full name and designation.

Phone Nos., Fax Nos., E-mail address.

- 10.5** The domestic CONTRACTOR/service provider(s) 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.
- 10.6** The foreign CONTRACTOR/service provider(s) 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.
- 10.7** The Performance Security shall be denominated in the currency of the contract.
- 10.8** The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. 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.
- 10.9** The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.
- 10.10** The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.11** Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and

forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

#Subject to credit in OIL's account within prescribed time

*The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 3 months.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and/or in the event of termination of the contract under provisions of Integrity Pact and/or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

11.0 SIGNING OF CONTRACT:

- 11.1** The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA as well as GCC & SCC as prescribed in the Tender, shall remain binding amongst the two parties. 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. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

12.0 CLAIMS, TAXES & DUTIES:

12.1 Claims:

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of COMPANY. COMPANY may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

12.2 Notice of claims:

CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

12.3 Taxes:

- 12.3.1** CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPANY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.
- 12.3.2** 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.
- 12.3.3** CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.
- 12.3.4** 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. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 12.3.5** 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.
- 12.3.6** 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.
- 12.3.7** Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.
- 12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.3.9** CONTRACTOR shall provide all the necessary compliances/invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

12.3.10 The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:

- (i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR).
- (ii) Name and Address and GST Registration Number of the Service Receiver (Address of OIL).
- (iii) Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess).

12.3.11 In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

12.3.12 The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.

12.3.13 OIL would not accept any invoice without its GSTIN mentioned on the invoice

Note: *CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.*

12.4 Goods and Services Tax:

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

12.4.2 Where the OIL is entitled to avail the input tax credit of GST:

OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

12.4.3 Where the OIL is not entitled to avail/take the full input tax credit of GST:

OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

12.4.4 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. Any error of interpretation of applicability of taxes/duties by the CONTRACTOR shall be to CONTRACTOR's account.

12.4.5 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

12.4.6 Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.

12.4.7 Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.

12.4.8 Claim for payment of GST/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

12.4.9 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

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

12.5 Anti-profiteering clause

12.5.1 As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.

12.5.2 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to

deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

13.0 CUSTOMS DUTY, IF APPLICABLE:

- 13.1.1 CONTRACTOR shall be responsible to import the equipment/tools/spares/consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.
- 13.1.2 CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.
- 13.1.3 Above clause is to be read with Customs Duty Clause in SCC, if any.

14.0 INSURANCE:

- 14.1** CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.

- 14.2** Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 14.3** 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.

14.4 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.

14.5 Certificate of Insurance:

Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:

- a) Kinds and amounts of insurance as required herein
- b) Details of coverage
- c) Insurance corporation or companies carrying the aforesaid coverage
- d) Effective and expiry dates of policies
- e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
- f) Waiver of subrogation endorsement has been attached to all policies and
- g) The territorial limits of all policies.

14.6 Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.

14.7 If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

14.8 Contractor on demand from Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

CONTRACTOR shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR and its personnel as well deputed under this CONTRACT during the entire period of their engagement in connection with this CONTRACT including extensions if any. The CONTRACTOR shall also carry adequate insurance cover against damage/loss to third party person/property. OIL will have no liability on this account.

14.9 Principal Assured

The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance):

"Oil India Limited, and CONTRACTOR's name (as appearing in the Contract /LOA)".

14.10 Waiver of subrogation:

All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees".

14.11 Deductible:

The CONTRACTOR shall take policy with minimum deductible as per IRDA prescribed for the policy(ies). That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

14.12 Compliance with Sec 25(1), of "The General Insurance Business (Nationalization) Act 1972"

Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is reproduced below:

"No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government".

The above requirement of aforesaid Act needs to be complied with by the CONTRACTOR wherever the aforesaid provisions of Act apply, and compliance confirmations submitted.

14.13 Loss Payee Clause:

The Insurance Policies should mention the following in Loss Payee Clause:

"In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".

14.14 On account payment to OIL in case of claim

In case any loss or damage happen and where OIL's interest is involved, OIL reserves the right to recover the loss amount from the CONTRACTOR prior to final settlement of the claim.

14.15 CONTRACTOR shall require all of its SUB-CONTRACTORs to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

14.16 CONTRACTOR shall at all time during the currency of the contract provide,

pay for and maintain the following insurance amongst others:

- i) **Workman Compensation and/Employers' Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial General Public 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.
- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of all CONTRACTOR's items to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- viii) **Any other insurance policy set forth in the SCC**

Note: An undertaking by the service provider has to be mandatorily provided during the Mobilization time that they have taken all the Insurance provisions as per the contract and as the Law and Insurance Regulation.

15.0 LIABILITY:

15.1 Except as otherwise expressly provided herein, 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.

- 15.2** 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. Neither COMPANY nor its servants, agents, nominees, assignees, CONTRACTORs, sub-CONTRACTORs shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the CONTRACTOR and/or of its CONTRACTORs or sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents nominees, assignees, CONTRACTORs and sub-CONTRACTORs. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.
- 15.3** 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.
- 15.4** 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.
- 15.5** Except as otherwise expressly provided herein, 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.
- 15.6** Except as otherwise expressly provided herein, 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.

15.7 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.

15.8 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.

16.0 LIMITATION OF LIABILITY:

- a) Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and/or criminal acts and/or criminal negligence, 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, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.
- 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 100% of the Contract Price (if not specified otherwise in SCC), 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.

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

18.0 CONSEQUENTIAL DAMAGE:

Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-CONTRACTORS.

19.0 RISK PURCHASE:

In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

20.0 INDEMNITY AGREEMENT:

- 20.1** 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 or in favour of any third party(is) 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.

- 20.2** 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 or in favour of any third party(is) 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.

21.0 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.

22.0 ROYALTY 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 forming part thereof.

23.0 WARRANTY AND REMEDY OF DEFECTS:

- 23.1** CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.
- 23.2** Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilized 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.

24.0 SUBCONTRACTING/ASSIGNMENT:

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

24.2 Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers 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 with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

25.0 RECORDS, REPORTS AND INSPECTION:

The CONTRACTOR shall, at all times during the currency of the contract, permit the COMPANY and its authorized 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 service item with major items consumed, which shall be open at all reasonable times for inspection by the COMPANY's designated representatives and its authorized employees. The CONTRACTOR shall provide the COMPANY's 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 services 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 information or give out to any third person information in connection therewith.

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

26.1 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, 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 which is:

- a) 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) 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.

26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.

26.3 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.

26.4 During the currency of the 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 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.

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;

27.0 REMUNERATION AND TERMS OF PAYMENT:

- 27.1** 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. All payments will be made in accordance with the terms hereinafter described.
- 27.2** Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3** 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.
- 27.4** 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.
- 27.5** INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.6** 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.
- 27.7** CONTRACTOR will submit 02 (Two) 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.
- 27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9** 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 no. 27.4 above.

27.10 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.

27.11 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.

27.12 CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based upto 02 (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.

28.0 PAYMENT OF COMMISSION/FEE/REMUNERATION OF INDIAN AGENT /CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):

The Commission/fee/remuneration of the Indian agent/ consultant/ associate/ representative/retainer, if any, will be paid within 30 days of the payment of invoice made to the CONTRACTOR, The amount of commission/ fee/remuneration as a percentage of invoice value as per contract provisions will be deducted by COMPANY/OIL from the monthly invoices of the CONTRACTOR and paid to the Indian agent/ consultant/ representative/retainer/associate.

29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI ETC.

Wherever applicable, the CONTRACTOR (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees'

State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers.

The CONTRACTOR shall be required to submit the following documents/details to the Corporation:

- (i) Copy of PF-ECR duly stamped by the designated Bank, along with a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).
- (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.
- (b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:
 - 1) The furnished information is correct to the best of his knowledge.
 - 2) In case any discrepancies or irregularities is/are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.
 - 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
 - 4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/Security Deposit may be withheld by OIL.

COMPANY may verify the deposit of statutory contribution made by the CONTRACTORs with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the CONTRACTOR, the COMPANY may verify the details/status of the payment towards EPF/ESI made by the CONTRACTOR from the authorities/official website of EPF/ESI (i.e. <http://www.epfindia.gov.in> and <http://www.esic.in>). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

30.0 TIMELY MOBILISATION AND LIQUIDATED DAMAGES:

- a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.
- b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.
- c) 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 on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

31.0 FORCE MAJEURE:

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 as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared/undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

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

Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the 'force

majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

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. [or exclusively mentioned in the SCC of the Contract]

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

If however, relative obligation of the party affected by such 'Force Majeure' is limited to part of the obligation(s), the contract shall not be terminated and the parties shall continue to perform their respective obligations, which are not affected by the 'force majeure' condition, provided the obligations affected by the 'force majeure' do not preclude the parties in performing the obligations not affected by such conditions.

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, whether in progress or in future, 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:

33.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference.

33.2 Defective work not remedied by CONTRACTOR.

- 33.3** Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.
- 33.4** Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the CONTRACTOR.
- 33.5** Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 33.6** 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 CONTRACTOR, 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.
- 33.7** Withholding will also be effected on account of the following:
- i) Order issued by a Court of Law or statutory authority 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 are removed, payment shall thereafter be made for amounts so with-held.

- 33.8** COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY against 33.2, 33.3, 33.6 & 33.7 above.

34.0 APPLICABLE LAWS:

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 sole and exclusive jurisdiction of Courts situated in Dibrugarh (or the Place where the contract is executed) and Principal Bench of Gauhati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

This Agreement including all matter connected with this Agreement, shall be

governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

The CONTRACTOR shall ensure full compliance of various Indian Laws and Statutory Regulations, as stated below, 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
- b) The Oil Mines Regulations, 1984
- c) The Employees' Compensation Act, 1923
- d) The Code of Wages, 2019
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- f) The Employees Pension Scheme, 1995
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- i) Goods and Service Tax Act
- j) Customs & Excise Act & Rules
- k) Factories Act, 1948
- l) Industrial Disputes Act, 1947
- m) Payment of Gratuity Act, 1972
- n) Environmental Protection Act, 1986 & other pollution control Acts.

Note: The above Acts are only indicative and not exhaustive. The Acts shall include the rules and regulations framed thereunder.

35.0 LABOUR LAWS:

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.

- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

36.0 STATUTORY REQUIREMENTS:

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment.

37.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:

- 37.1** It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.
- 37.2** It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.
- 37.3** 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.
- 37.4** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 37.5** When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

38.0 POLLUTION AND CONTAMINATION:

The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or 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.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, 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's fees") for:

- a) Damage to or loss of any reservoir or producing formation; and/ or

- b) Damage to 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 STATUTORY VARIATION/NEWLY ENACTED LAW:

- 39.1** All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.
- 39.2** In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.
- 39.3** Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion/mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.
- 39.4** The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 39.5** Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the

COMPANY shall not bear any liability in respect of:

- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
- ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
- iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
- iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

39.6 In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:

- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.
- ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.

39.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.

39.8 Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

40.0 SEVERABILITY:

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

41.0 Commission of misconduct/submission of fraudulent document by the bidder/contractor and Banning thereof:

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or

committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy, 2017 besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

42.0 SETTLEMENT OF DISPUTES:

42.1 Arbitration (Applicable for Suppliers/CONTRACTORs other than PSU and MSME):

1. 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:
2. 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.
3. It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
4. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

5. 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.
6. 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.
7. Parties agree and undertake 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.
8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended).
9. 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. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
 - (i) 20%of the fees if the claimant has not submitted statement of claim.
 - (ii) 40% of the fees if the pleadings are complete
 - (iii) 60% of the fees if the hearing has commenced.
 - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
10. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed 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, both parties shall equally share all expenditures that may be required to be incurred.
11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule--- of the Act and such expenses shall be equally borne by the parties.
12. The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

13. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
14. 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.

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

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy 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.
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, 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.

42.3 Arbitration (Applicable to Micro, Small and Medium Enterprise)

In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

42.4 Resolution of disputes through conciliation by OEC

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)

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, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the

dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

42.5 Exclusions

Parties agree that following matters shall not be referred to conciliation or arbitration:

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.
- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.
- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.
- iv) Any claim which is less than Rs. 25 Lakh.

43.0 COMPLETION OF CONTRACT:

Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the

contract or period of defect liability, as provided for under the Contract, whichever is later.

44.0 TERMINATION:

44.1 Termination on expiry of the contract: This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

44.2 Termination of contract for death: If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

44.3 Termination on account of Force Majeure: Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 above.

44.4 Termination on account of insolvency: In the event that the CONTRACTOR or its collaborator or its guarantor 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 or under the process of insolvency or liquidation, 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.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

44.5 Termination for Unsatisfactory Performance: If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of 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. In

the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

- 44.6 Termination due to change of ownership and 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 written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.
- 44.7** 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 or partially to the extent non-performance, 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.
- 44.8 Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- 44.9** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from 44.1 to 44.8 and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.
- 44.10 Consequence 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.

Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

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.

Demobilization charges shall not be payable by COMPANY in case of Article from 44.4 to 44.7.

45.0 TO DETERMINE THE CONTRACT:

In such an event the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

46.0 WITHOUT DETERMINING THE CONTRACT:

To take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

47.0 ERRING/DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

48.0 MISCELLANEOUS PROVISIONS:

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.

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.

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.

Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by the COMPANY.

End of GCC

Special Conditions of Contract/ Scope of Work

DESCRIPTION OF WORK/SERVICE: Collaborative study with Gauhati University on **“Litho-structural analysis and identification of potential zones of petroleum seepages in parts of the Naga Schuppen Belt, Assam-Arakan Basin: A Remote Sensing and Field Techniques approach”**

1.0 Objectives of the Project:

The Naga Schuppen Belt is a narrow belt of thrust slices which is limited by the Naga thrust towards the north and northwest and the Disang thrust on the south and the southeast. It constitutes the outermost morpho-tectonic unit of the Assam-Arakan fold belt which formed as a result of subduction of the Indian plate beneath the Burmese plate. The petroliferous Assam Shelf is situated on the immediate north and northwest of the Naga Schuppen Belt. In fact, the oil deposits of the Assam Shelf were first identified by the British surveyors based on occurrence of petroleum seepages in the bordering areas of the Naga Schuppen Belt in and around the Digboi Oil field.

The objective of the study are as follows-

- Study of the oil and gas seepages, viz. mapping, biomarkers, stable isotopes, GC, oil-source correlation
- Organic geochemical characterization of the source rocks in the Disang-Barail/Surma sequence
- Paleofacies analysis of the study area
- Preparation of lithologs (along with lithofacies analysis) in the selected outcrop sections for identification of source, reservoir, and trap, if therein
- Large scale geological mapping of the Naga Schuppen Belt and Inner Fold Belt of Manipur using remote sensing tools and geological fieldwork.
- The oil and gas seepages data will also incorporate on the map
- Identification of potential region/sequence of hydrocarbon prospect, if any, based on the scope of the present study.
- The findings of geological fieldwork carried out by Manipur and Nagaland University will be incorporated into the final geological map and integrated final report

2.0 Proposed Study Area:

The tentative study area covers a part of the Naga Schuppen Belt in Assam and Arunachal Pradesh.

3.0 Scope of the Work:

The scope of works of this project are:

- The precise identification of structures and lithological units utilizing Radar satellite images
- Study of previous literatures, preferably the memoirs of the Geological Survey of India that contain coordinates of the oil seepages on the ground surface in the region
- Preparation of map of seismic epicentres of the study area based on data available from the USGS and NGRI
- Preparation of vegetation stress delineation map using NDVI tool on multispectral Landsat OLI images
- A map containing already identified micro-seepages need to be overlayed on the GIS layers representing lithology, structures (faults mainly), seismic epicentres and vegetation stress to analyze their relationships using different geostatistical tools.
- Based on the above analysis a map showing probable occurrence of the seepages will be prepared
- Extensive fieldworks to be carried out to identify oil seepages in the study area and accuracy of the above analysis will be validated
- The findings of the study will be utilized to create a model to apply in other parts of the basin
- OIL will provide the available laboratory facilities at Guwahati and Duliajan for Organic geochemistry, petrography and stable isotope analysis for detailed organic geochemical and petrographical analysis of samples. OIL will provide the necessary technical support to the Principal Investigator/ Project Associate of Gauhati University during the laboratory analysis of the samples at OIL facilities.
- Oil to source correlation between the seepage hydrocarbons and source rocks will be based on biomarkers and stable isotopes.
- Identification of potential region/sequence of hydrocarbon prospect based on the scope of the present study.
- Preparation of Final Integrated Project report on the findings of the study that also includes the findings of Nagaland and Manipur University.

Sample analysis and Laboratory :

Analysis	Laboratory
1. Rock-Eval Pyrolysis 2. Organic Geochemistry, Coal petrography 3. Vitrinite reflectance study 4. XRD & SEM 5. Whole rock geochemistry	CoEES (OIL), Guwahati
1. Geoinformatics Lab with workstations, computers and 2. GIS/Remote Sensing softwares like Envi, Geomatica, River tools etc. 3. Petrography lab 4. Palaeontological lab	Gauhati University

4.0 Analysis and Distribution of Responsibility:

The proposed work will be carried out by Gauhati University and OIL will provide the technical support as mentioned in the Scope of Works under **clause no. 3**.

5.0 Data Collection:

Field Study (Outcrops) will be carried out and detail geology and oil & gas seepages of the outcrop will be mapped in the proposed study. Available existing subsurface data of the study area will be provided by OIL. Geologists from OIL may accompany during the field work, so that the integration of subsurface and surface data provides useful input in oil exploration in the area.

6.0 Project Deliverables:

- Large scale geological maps showing hydrocarbon seepages and details lithological map of the Naga Schuppen Belt and Inner Fold Belt of Manipur.
- Final Integrated Project report on the findings of the study. This Integrated report also includes the findings of Nagaland and Manipur University.

Final Integrated report at the end of the study period will contain dedicated chapters on each area of study, geological maps, sections etc. mentioned in the scope of work. The project shall be deemed to be completed only upon submission of the Final Report with presentation and acceptance by OIL.

7.0 Project Duration: 02 (Two) years from the date of issue of LOA.

8.0 Expertise and Summary of roles/responsibilities for the Investigator:

Sl. No.	Name of the Investigator(s)	Expertise	Roles/Responsibilities
1	Prof. Sarat Phukan Department of Geological Sciences, Gauhati University, Gauhati, Assam-781014	<ul style="list-style-type: none"> • 20 years of PG Teaching and Research Experience. • Completed 06 nos. of Research Projects funded by Oil India Limited (CoEES), • 30 nos. of papers published in national and international journals. • 01 no. of book published. • Ph.D. awarded: 05 • Ph.D. ongoing: 07 	<ul style="list-style-type: none"> • Detailed project report. • Large scale geological maps. • Large scale geomorphological maps. • Final Project report on the findings of the study. • Geological Mapping, Preparation of Geological Map and Geological Cross Sections, • Field Work & Laboratory Visit, Detail mapping, sampling, structural interpretation & lithofacies analysis., • Sample analysis, interpretation, and submission of final Report with presentation

9.0 Confidentiality, Use of Contract Documents and Information:

9.1 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, 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 which is:

- A. 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. 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.

9.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.

9.3 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.

9.4 During the currency of the 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 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. 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;

9.5 CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY.

10.0 Liquidated Damages: Liquidated Damages (LD) shall be applicable @ 0.5% of total quoted project cost (excluding GST), per week or part thereof of delay in project completion beyond 06 months from date of issuance of LOA, subject to maximum of 7.5% of the of total quoted project cost (excluding GST). However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

End of SCC/SOW

Schedule of Rates

DESCRIPTION OF WORK/SERVICE: Collaborative study with Dibrugarh University on “Litho-structural analysis and identification of potential zones of petroleum seepages in parts of the Naga Schuppen Belt, Assam-Arakan Basin: A Remote Sensing and Field Techniques approach”

A. The total project cost shall consist of the following components:

Sl. No	Job/ Item	Unit	Qty	Description
1	Cost for Field Work	Lumpsum	1	i. Includes cost of Accommodation & food for the entire team, rent of Hired Vehicle and other items required for field work ii. For outcrop sections (Detail mapping, sampling & structural interpretation)
2	Cost of Manpower: Project Associate (PA) (01 No.)	Lumpsum	1	The PA will assist in the field investigation and preparation of maps and reports.
3	Contingency charges	Lumpsum	1	Preparation of six monthly, annual and final reports, printing, consumables, sample bags, hammer, preparation of core samples etc.
4	Overhead charges	Lumpsum	1	It Will be utilized by the host institute for providing the minimum facilities like inverter facility in the concerned lab., water and other necessary arrangements in the lab, and audit related expenditures.

Note:

- 18% GST or as applicable extra to OIL.
- Performance Security: No PBG is applicable as OIL and Gauhati University has entered into an MoU on 12.10.2022.

B. Payment Schedule:

Sl. No.	Phase	Activities	Duration	Amount	Time of payment
1	Phase 1	Signing of Contract, recruitment of Project Assistant, Lab visit, Base map preparation and purchase of equipment if any, Geological fieldwork & Collection of samples	2 months	20% of total contract cost	Within two months after award against submission of invoice
2	Phase 2	Geological fieldwork, collection and preparation of sample for lab analysis (both external Labs and internal Labs), submission of the 1 st six-monthly progress report with presentation	4 months	20% of total contract cost	Within completion of 6 months of the project subject to satisfactory progress (as certified by OIL), against submission of invoice
3	Phase 3	Geological fieldwork and Lab analysis (both external Labs and internal Labs), submission of the 2 nd six-monthly and annual progress report with presentation	6 months	20% of total contract cost	Within completion of 12 months of the project subject to satisfactory progress (as certified by OIL, against submission of invoice
4	Phase 4	Geological fieldwork, Lab analysis (both external Labs and internal Labs), map preparation, submission of the 3 rd six monthly progress report with presentation	6 months	30% of total contract cost	Within completion of 18 months of the project subject to satisfactory progress (as certified by OIL, against submission of invoice
5	Phase 5	Geological fieldwork (if remaining), Lab analysis and preparation of maps, individual report, Submission of Integrated final report and presentation	6 months	10% of total contract cost	After completion of 24 months of the project, subject to satisfactory completion (as certified by OIL), against submission of invoice

Payment to be made after completion of each phase/milestone (as certified by OIL)

Note: Payment to be released in favour of

Gauhati University,

Name of account: G.U. Project AC

Account No. 10243131817 (SBI),

IFSC: SBIN0002060

MICR: 781002015

GSTN of GU: 18AAAJG0286A4ZL

****End of SOR****

DISTRICT AUTHORITY, BONGAIGAON, GAUHATI UNIVERSITY & ICAR-NBFGR collaborative
program on *Conversion of Yoga Hall of Ecopark, Bongaigaon into dedicated Public Aquarium of
Inclusive community empowerment through Co-management of Aquaculture Led Intervention* under
SCSP Scheme


(Requested for additional Budget)

Major Head	Name of the Work	Nature of the Work	Expenditure Involved	Total fund requested
Capital Head	Street light in renovated approach Road	Fitting of Post, electrical connectivity and LED bulb	50,000/-	50,000/-
	Additional electrical plug for heater, submersible pump etc	Items are excess than which was estimated in approved plan and estimate.	25,000/-	25,000/-
	Installation of small Music System	To make the unit more attractive to the public it has also been proposed to install a small music system with few small sound boxes	65,000/-	65,000/-
Capital Total			1,40,000/-	1,40,000/-
Operational Head	Renovation of three phase electrical connection from the transformer of Ecopark to the Public Aquarium and Security Deposit to APDCL, Bongaigaon	Renovation of three phase electrical connection from the transformer of Ecopark to the Public Aquarium and Security Deposit to APDCL, Bongaigaon	75,000/-	75,000/-
	Procurement of flower vase, floor mat, Plastic Chair etc	Procurement of flower vase, floor mat, Plastic Chair etc	25,000/-	25,000/-
	Procurement of additional exotic ornamental fish including Air fare	Procurement of additional exotic ornamental fish including Air fare	68,000/-	68,000/-
	Travel	As earlier travel grants has already exhausted	50,000/-	50,000/-
	Procurement of feed and medicine for fish	Procurement of feed and medicine etc for the fish	30,000/-	30,000/-
Operational Total			2,48,000/-	2,48,000/-
Grand total:			3,88,000/-	3,88,000/-

Based on the additional requirement of the Public Aquarium, proposal for additional budget is submitted for
Accord of approval

With regards

Yours faithfully


(Dandadhar Sarma)

Dr. Dandadhar Sarma
Professor
Department of Zoology
Gauhati University
Guwahati-781014



राष्ट्रीय मात्स्यिकी विकासबोर्ड

National Fisheries Development Board

पशुपालन, डेयरी एवं मत्स्यपालन विभाग

Department of Animal Husbandry, Dairying & Fisheries

कृषि एवं किसान कल्याण मंत्रालय, भारत सरकार

Ministry of Agriculture and Farmers Welfare, Government of India
स्तम्भसंख्या -235, पी. वी. एन. आरएक्सप्रेस वे, डाक- एस. वी. पी. एन. पीए, हैदराबाद- 500 052

Pillar No: 235, PVNR Expressway, SVPNPA Post, Hyderabad-500 052

फ़ोन/ Phone No. 040- 2401 5553; फ़ैक्स/Fax No: 040-2401 5568

वेबसाइट/website: nfdb.gov.in



No: NFDB/ORN/Pilot Project/Assam/2016-17

Date: 23/01/2018

Revised Sanction order

Sub: NFDB - Financial assistance to the Director of Fisheries, Government of Assam towards Implementation of Pilot Project on Ornamental Fisheries for the state of Assam under the scheme of Ornamental Fisheries, 2017-18 – Regarding.

Ref: (i). Lr. No. 27035-19/2015-Fy(IV), dt.28.09.2017 & 01.01.2018 from the DADF, MoA&FW, Govt. of India on revised administrative approval for implementation of the centrally sponsored scheme on “Blue Revolution: Integrated Development and Management of Fisheries”.

(ii) This office sanction order of even no. dt.08.09.2017.

1. The Department of Animal Husbandry, Dairying & Fisheries, Ministry of Agriculture and Farmers Welfare, Govt. of India vide ref. (i) cited above has conveyed the revised administrative approval of Govt. of India for implementation of the centrally sponsored scheme on “Blue Revolution: Integrated Development and management of Fisheries” for the financial year from 2017-18 to 2019-20 (copy enclosed). Consequently, the subsidy and subsidy sharing pattern especially for the beneficiary oriented components of the Blue Revolution scheme are revised and will be applicable for financial year 2017-18 onwards.
2. As per the revised order, for any beneficiary oriented proposal, the total admissible Government subsidy (Central+State) will be limited to 40% of the project cost for general category beneficiaries and 60% of the project cost for weaker sections like Scheduled Castes (SCs), Scheduled Tribes (STs), women and their co-operatives. The subsidy amount shall be shared between Central and State as per the following norms: (a) for North East & Hilly States- 90% Central share and 10% State share; (b) for Union Territories- 100% Central share; (c) for Other States- 60% Central Share and 40% State share. The schemes which envisage extending central financial assistance to State Governments/UTs for creating facilities and where the individual beneficiaries are not identifiable as the benefits of such projects are obtained by the all fishers/stakeholders in a particular geographical region, the Para-4 of the revised administrative order is applicable i.e, 50% for General States, 80% for NE-Hilly States and 100% for UTs of the project cost.
3. In pursuance of the above, the revised sanction is hereby accorded for financial assistance of **Rs. 274.51 Lakh (Rupees Two Crore Seventy Four Lakh and Fifty One Thousand only)** to the Director of Fisheries, Govt. of Assam towards implementation of selected components of the pilot project on Ornamental Fisheries for the State of Assam as per the following details.

Sl.	Name of the project	Total project Cost	Eligible subsidy (40%-Gen 60%- SC/ST/ Women and their co-operatives)	Subsidy (60%) of project cost		Beneficiary share (40% of total project cost)
				Central share (90%)	State share (10%)	
1	Implementation of Pilot Project on Ornamental Fisheries under NFDB for the State of Assam -under the Ornamental Fisheries Activity 2017-18	400.50	287.50	274.51	39.39	86.60

The breakup of the revised sanctioned cost for the project is enclosed in Annexure I.

4. This revised sanction order is issued for the Implementation of pilot project on ornamental fisheries for the State of Assam in lieu of earlier sanction cum 1st instalment release order vide ref. (ii) cited. The NFDB assistance for the project has come down to Rs.274.51 Lakh (Rupees Two Crore Seventy Four Lakh and Fifty One Thousand only) against the earlier sanctioned amount of Rs.330.80 Lakh (Rupees Three Crore Thirty lakh and Eighty Thousand only). The state is requested to contribute its share of Rs.39.39 lakh (Rupees Thirty Nine Lakh and Thirty Nine Thousand only) as stated above for the effective implementation of the project. NFDB has already released an amount of Rs.66.16 Lakh (Rupees Sixty Six Lakh and Sixteen Thousand only) as 1st instalment vide ref. (ii) cited.
5. The other terms and conditions which were issued in the earlier sanction order (vide No. NFDB/ORN/Pilot Project/Assam/2016-17, dt.08/09/2017) remain same.

This issues with the approval of the Competent Authority.

Surya
23/11/18
Executive Director (Tech.)

To

The Director
Directorate of Fisheries
Meen Bhawan
B.K. Kakoti Road, Birubari
Guwahati- 781016.

Copy to:

- i. The Joint Secretary (Fy), Government of India, Department of Animal Husbandry, Dairying & Fisheries, Ministry of Agriculture, Government of India, Krishi Bhavan, New Delhi for kind information.
- ii. The Principal Secretary (Fisheries), Govt. of Assam, Fishery Department, Dispur, Guwahati – 06 for kind information.
- iii. The Registrar, Gauhati University, Gopinath Bordoloi Nagar, Guwahati, Assam-14 for information
- iv. The Officer-in-Charge & Sr. Executive, NFDB Regional Centre, Guwahati, Assam for information and necessary supervision of the project activities.
- v. The Finance Division, NFDB for information
- vi. The Coordination Division, NFDB for information

**Activity-wise approved cost of the project for the clusters in Assam
(Revised)**

**Annexure-I
(Amount Rs. In lakh)**

Sl.No.	Activity/Component	No. of Units	Unit Cost per unit	Input Cost per unit	Amount Proposed	Approved Project cost	Eligible subsidy (40%-Gen 60%-SC/ST/Women and their co-operatives)	Subsidy (40%/60%) of Project Cost		Beneficiary share (40% of project cost)	1 st Instalment already released
								Central share (90%)	State share (10%)		
I	Production of Ornamental Fish / Aquatic Plant Units										
A	Matsyagandha Ornamental Society										
1	Backyard Rearing Unit(Freshwater ornamental fish)- assumed to be women beneficiary	13	3	0.4	44.2	44.2	26.52	23.868	2.652	17.68	14.632
2	Medium Scale Rearing Unit (FW)- assumed to be women beneficiary	2	8	1.2	18.4	18.4	11.04	9.936	1.104	7.36	
3	Integrated ornamental fish Unit (FW)- assumed to be women beneficiary	1	25	2	27	27	16.2	14.58	1.62	10.8	
4	Establishment of Ornamental Aquatic Plant- assumed to be women beneficiary	1	1.5	0.35	1.85	1.85	1.11	0.999	0.111	0.74	
	Sub Total (A)				91.45	91.45	54.87	49.383	5.487	36.58	
B	Jagaran Ornamental Fishery Development Society										
1	Backyard Rearing Unit(Freshwater ornamental fish) - assumed to be women beneficiary	10	3	0.4	34	34	20.4	18.36	2.04	13.6	11.528
2	Medium Scale Rearing Unit (FW) - assumed to be women beneficiary	1	8	1.2	9.2	9.2	5.52	4.968	0.552	3.68	
3	Integrated ornamental fish Unit (FW) - assumed to be women beneficiary	1	25	2	27	27	16.2	14.58	1.62	10.8	
4	Establishment of Ornamental Aquatic Plant- assumed to be women beneficiary	1	1.5	0.35	1.85	1.85	1.11	0.999	0.111	0.74	
	Sub Total (B)				72.05	72.05	43.23	38.907	4.323	28.82	
C	Amranga Ornamental Fishery Development Society										
1	Backyard Rearing Unit(Freshwater ornamental fish) - assumed to be women beneficiary	7	3	0.4	23.8	23.8	14.28	12.852	1.428	9.52	5.28
2	Medium Scale Rearing Unit (FW) - assumed to be women beneficiary	1	8	1.2	9.2	9.2	5.52	4.968	0.552	3.68	
	Sub Total (C)				33	33	19.8	17.82	1.98	13.2	
D	Establishment of Freshwater Ornamental Fish broodbank (Gauhati University) (80% central share & 20% State/University share)	1	100	32	136.24	132	105.6	105.6	26.4	21.12	
	Sub Total (D)	1	100	32	136.24	132	105.6	105.6	26.4		
	Total -I (A+B+C+D)				332.74	328.5	223.5	211.71	38.19	78.6	52.56
II	Aquarium Fabrication, accessories, Trade & Marketing										
1	Aquarium Fabrication cum Retail Unit- assumed to be women beneficiary	5	3	1	20	20	12	10.8	1.2	8	3.2
	Total -II	5	3	1	20	20	12	10.8	1.2	8	

Sl.No.	Activity/Component	No. of Units	Unit Cost per unit	Input Cost per unit	Amount Proposed	Approved Project cost	Eligible subsidy (40%-Gen 60%-SC/ST/Women and their co-operatives)	Subsidy (40%/60%) of Project Cost		Beneficiary share (40% of project cost)	1 st Instalment already released
III	Promotion of Ornamental Fish activities (100% grant)							Central share (90%)	State share (10%)		
1	Establishment of Aquaria in Schools/ Colleges/ Govt. offices (Small Size)	50	0.12	0.06	9	9	9	9	-	-	7.9
2	Establishment of Aquaria in Schools/ Colleges/Govt. offices (Large Size)	50	0.55	0.06	30.5	30.5	30.5	30.5	-	-	
	Total-III	100			39.5	39.5	39.5	39.5			
IV	Skill Development and Capacity Building (100% grant)										
1	Capacity Building Programmes on Ornamental Fisheries (training, Skill development, exposure visits and Demonstration)	5	2.5		12.5	12.5	12.5	12.5	-	-	2.5
	Total-IV	5	2.5		12.5	12.5	12.5	12.5	-	-	
	Grand Total (I+II+III+IV)				404.74	400.5	287.5	274.51	39.39	86.6	66.16

Executive Director (Tech)

22/11/18

No.27035-19/2015-Fy(IV)
Government of India
Ministry of Agriculture and Farmers Welfare
Department of Animal Husbandry, Dairying & Fisheries

Krishi Bhavan, New Delhi
Dated the 1st January, 2018

To
The Secretaries in-charge
Department of Fisheries of all the State Governments/UTs and others
(as per list attached)

Subject: Implementation of the Centrally Sponsored Scheme on Blue Revolution: Integrated Development and Management of Fisheries during the remaining approved period from 2017-18 to 2019-20 – Revised Administrative Approval - regarding

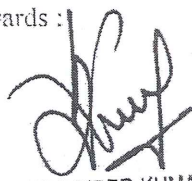
Sir,

In continuation to this Ministry's approvals/orders (i) No.27035-19/2015-Fy(IV) dated 20th May, 2016, (ii) No.27035-19/2015-Fy(IV)-Vol.II dated 30th June, 2016, (iii) No.27035-19/2015-Fy(IV)-Vol.II dated 9th March, 2017, (iv) No.27035-19/2015-Fy(IV) dated 11th May, 2017, (v) No.27035-3/2017-Fy(IV) dated 24th July, 2017, (vi) No. 27035-19/2015-Fy(IV) dated 28th September, 2017 and other clarifications/amendments issued from time-to-time on the above subject, I am directed to convey the revised administrative approval of Government of India for implementation of the Centrally Sponsored Scheme on "*Blue Revolution: Integrated Development and Management of Fisheries*" during the remaining approved period from 2017-18 to 2019-20 with the following components:

- (i) National Fisheries Development Board and its activities(NFDB),
- (ii) Strengthening of Database & Geographical Information System of the Fisheries Sector,
- (iii) Monitoring, Control and Surveillance and other need-based Interventions (MCS),
- (iv) Institutional Arrangement for Fisheries Sector,
- (v) Development of Inland Fisheries and Aquaculture,
- (vi) Development of Marine Fisheries, Infrastructure and Post Harvest Operations,
- (vii) National Scheme of Welfare of Fishermen

2. The scheme on Blue Revolution: Integrated Development and Management of Fisheries was originally approved in December, 2015 as a Central Sector Scheme. NITI Aayog, vide its OM No. O-11013/02/2015-CSS&CMC dated 17th August, 2016 has conveyed approval of the Government for implementation of the scheme as a core Centrally Sponsored Scheme (CSS). Consequent to its conversion to a Centrally Sponsored Scheme(CSS) and to reflect its revised character, Department of Expenditure, Ministry of Finance, vide its Note No.05(29)/PF.II/2005 dated 12.09.2017 has conveyed its approval to the revised subsidy and subsidy sharing pattern for the beneficiary oriented components of marine and inland components of the CSS, that shall henceforth be applicable.

3. Accordingly, the subsidy and subsidy sharing pattern especially beneficiary oriented components of the Inland and Marine Fisheries under the Centrally Sponsored Scheme on 'Blue Revolution: Integrated Development and Management of Fisheries' are revised as under and which will be applicable from the financial year 2017-18 onwards :


(YOGINDER KUMAR)
Under Secretary
Govt. of India
Min. of Agriculture & Farmers Welfare
D/o Animal Husbandry Dairying & Fisheries
Krishi Bhawan, New Delhi

No.27035-19/2015-Fy(IV)
Government of India
Ministry of Agriculture and Farmers Welfare
Department of Animal Husbandry, Dairying & Fisheries


- (i) For any proposal, the total admissible Government subsidy (Central + State) will be limited to 40% of the project cost for general category beneficiaries and 60% of the project cost for weaker sections like Scheduled Castes (SCs), Scheduled Tribes (STs), women and their co-operatives.
- (ii) Of the admissible subsidy at Sl.No.3(i) above, the Central : State share shall be as follows:
- (a) North East & Hilly States : 90% Central share and 10% State share
 - (b) Union Territories : 100% Central share
 - (c) Other States : 60% Central share and 40% State share.

4. Besides, the scheme *inter-alia* also provides as detailed below:

- (i) New proposals/activities under the (1) National Fisheries Development Board (NFDB) and its activities, (2) Development of Inland Fisheries and Aquaculture and (3) Development of Marine Fisheries, Infrastructure and Post-Harvest Operations are to be implemented through the National Fisheries Development Board on the Detailed Project Reports (DPR) based model (As per para 9.1 of the CCEA Note dated 12th November, 2015 and supplementary Note for CCEA dated 22nd December, 2015) restricting the central financial assistance as below:
- (a) 50% of the project/unit cost for general States, leaving the rest to State agencies/organisations, corporations, federations, boards, Fishers cooperatives, private entrepreneurs, individual beneficiaries.
 - (b) 80% of the project/unit cost for North-Eastern/Hilly States leaving the rest to State agencies/Organizations, Cooperatives, individual beneficiaries etc.
 - (c) 100% for projects directly implemented by the Government of India through its institutes/organisations and Union Territories.

However, in order to ensure uniform funding pattern for private entrepreneurs and individual beneficiaries, para-3 conditions shall apply in the light of para-8.3 of the CCEA Note dated 12th November, 2015.

- (ii) The other three components of the scheme namely, (a) Strengthening of Database & Geographical Information System of the Fisheries Sector, (b) Institutional Arrangement for the Fisheries Sector and (c) Monitoring, Control and Surveillance (MCS) and other need-based Interventions are to be implemented Departmentally (DADF) with 100% central funding (vide para-9.2 of the CCEA Note dated 12th November, 2015).


(YOGINDER KUMAR)
Under Secretary
Govt. of India
Min. of Agriculture & Farmers Welfare
1/0 Animal Husbandry Dairying & Fisheries
Krishi Bhawan, New Delhi

No.27035-19/2015-Fy(IV)
Government of India
Ministry of Agriculture and Farmers Welfare
Department of Animal Husbandry, Dairying & Fisheries

(iii) To continue the component on National Scheme of Welfare of Fishermen in the DADF with its subcomponents as follows:

(a) (i) To continue the Group Accident Insurance Scheme for Active Fishermen in the DADF till a final decision on convergence with the Pradhan Mantri Suraksha Bima Yojana (PMSBY) is taken and (ii) In the event of convergence with PMSBY, the DADF to continue the Group Accident Insurance Scheme for Active Fishermen with all its existing components by suitably aligning with the PMSBY platform and implement it Departmentally (vide para-4(ii) & (iii) of the Supplementary Note for CCEA dated 22nd December, 2015).

(b) To implement the fishermen housing scheme by aligning the guidelines and funding pattern with Indira Awaas Yojana (IAY)/ Pradhan Mantri Awas Yojana (PMAY)- Housing for All by 2022, as notified by the Ministry of Rural Development from time-to-time (vide para-4(iv) of the Supplementary Note for CCEA dated 22nd December, 2015).

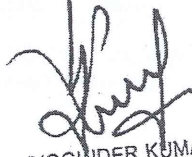
(c) Saving-cum-Relief component will be part of both marine and inland components to cover the marine and inland fishers (vide para-9.3 of the CCEA Note dated 12th November, 2015).

5. The detailed implementation guidelines, cost norms, unit costs and associated terms and conditions etc. in respect of all the components and sub-components of the scheme shall be as initially notified vide this Department's approval No.27035-19/2015-Fy(IV)-Vol.II dated 30th June, 2016 and as revised and amendments issued from time-to-time. The funding pattern shall now be as per para-3 and para-4 above of this Administrative approval order.

6. *In the Blue Revolution components, where beneficiaries are identified directly and consequently the Government Assistance flows to them directly, such project proposals will be considered in terms of para-3 above and in light of the concurrence of D/o Expenditure dated 12.9.2017.*

7. *The scheme also envisages extending central financial assistance to State Governments/UTs for creating fishery infrastructure like fish harbours (FHs) and fish landing centres (FLCs), fish markets, national brood banks, State fish farms etc; where, individual beneficiaries are not identifiable as the benefits of such projects are obtained by all fishers/stakeholders in a particular geographical region. In view of the specific nature of the activity, central assistance as stipulated in Para-4 shall be 50% for General States, 80% NE-Hilly States and 100% for UTs of the project cost. The balance 50% & 20% shall be met by the concerned General State & NE-Hilly State Governments respectively for implementation of the CSS. As such, the funding pattern as stated in para-4 above shall applies for all projects directly implemented by States, UTs, State agencies and Central Govt. Organisations including NFDB.*

3


(YOGINDER KUMAR)
Under Secretary
Govt. of India
Min. of Agriculture & Farmers Welfare
D/o Animal Husbandry Dairying & Fisheries
Krishi Bhawan, New Delhi

No.27035-19/2015-Fy(IV)
Government of India
Ministry of Agriculture and Farmers Welfare
Department of Animal Husbandry, Dairying & Fisheries

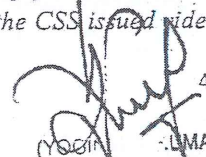
8. The National Fisheries Development Board(NFDB) would be the agency that would receive all the proposals including proposals of FHs/FLCs & Welfare from the State Governments/UTs with the recommendation of SLAMC (excluding proposals in respect of database, fisheries institutes and MCS). NFDB would then scrutinise the proposals from techno financial angles and submit its recommendations to DADF for approval of the viable proposals. NFDB would also monitor & evaluate on-going projects and submit its report/recommendations to DADF for further course of action, as may be necessary. Approval of the viable proposals and release of admissible central funds directly to the States/UTs and other beneficiary organisations etc. would continue to be done by the DADF.

9. In compliance with the stipulation in the Guidelines of the CSS, it has been decided to constitute State Level Approval & Monitoring Committee (SLAMC) and Central Approval and Monitoring Committee (CAMC) to appraise, recommend for approval, review and monitor the projects approved under the CSS. The role of SLAMC and CAMC will be in force from the date of their constitution for process of future fisheries developmental projects/proposals.

10. Since fishing harbours and fish landing centres are the high investment projects, highly technical in nature and involves convergence with the Sagarmala and other schemes of GOI, wherever feasible, it has been decided to continue the existing system for appraisal and approval of only Fishing Harbour and Fish Landing Centre projects through the Project Sanctioning Committee (PSC). In this case also, (i) all the new proposals shall be submitted to NFDB in line with compliance of para 9.1 of CCEA dated 12.11.2015 and (ii) the technical & financial appraisal/scrutiny would be done by NFDB after inputs from expert agencies like Central Institute of Coastal Engineering for Fishery(CICEF), Bangalore and other Ministries/Departments/Organisations etc., and recommended to PSC for decision.

11. As for all subsequent projects received in NFDB after 20th November, 2017, the following process will be adopted:

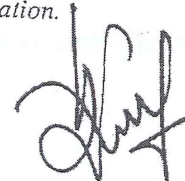
- (a) All the State Governments/UTs shall constitute their respective State Level Approval & Monitoring Committee (SLAMC), which shall be chaired by the Secretary in-charge of Fisheries of respective States/UTs, Director/Commissioner of Fisheries of the State/UT as one of the members along with necessary experts, as may be decided by the States/UTs.
- (b) The SLAMC shall consider the respective State proposals and recommend the viable proposals/projects to NFDB along with amount of first instalment desired in accordance with para-15.3 of the guidelines of the CSS issued vide


(YASHWANTRAO CHAVAN)
Secretary
Min. of Agriculture and Farmers Welfare
D/o Animal Husbandry, Dairying & Fisheries

No.27035-19/2015-Fy(IV)
Government of India
Ministry of Agriculture and Farmers Welfare
Department of Animal Husbandry, Dairying & Fisheries

this Department's order dated 30.6.2016 and amendments as mentioned in this Administrative Order.

- (c) *NFDB shall carry out a detailed technical scrutiny of the SLAMC recommended proposals submitted by the States/UTs and recommend the feasible/viable proposals for appraisal/sanction to the Central Approval & Monitoring Committee (CAMC) constituted for the purpose by the DADF.*
- (d) *The DADF shall constitute a Central Approval & Monitoring Committee (CAMC) under the chairmanship of Joint Secretary (Fisheries). The Member Secretary for CAMC shall be the Joint Commissioner (Fisheries), while Fisheries Development Commissioner, all the Fisheries Institutions of DADF (viz. FSI, CIFNET, CICEF and NIFPHATT) and a nominee of NFDB shall be the members. The expertise of ICAR Institutes will be utilised appropriately as and when required. Joint Secretary (Fisheries) being chairman of the CAMC may co-opt any member based on their expertise in the field as and when a need is felt to that effect.*
- (e) *The CAMC shall examine, appraise and recommend the feasible/viable proposals for approval both from administrative and financial angles (except proposals relating to FHs & FLCs).*
- (f) *CAMC will hold its meeting at least once in a month on a regular basis to clear the proposals received from NFDB. CAMC may also convene its meeting any time depending on the receipt of proposals. Once CAMC recommends the proposal for according approval, DADF will accord necessary administrative approval and release first instalment of central grant/assistance as recommended by CAMC keeping in view the recommendations of SLAMC, directly to the concerned States/UTs. Deficiencies in the proposals submitted by NFDB(both the approved as well as unapproved proposals), if any, will be communicated to NFDB and got rectified by NFDB before release of subsequent instalments of central grant by DADF.*
- (g) *The proposals once approved will also be reviewed/monitored by the SLAMC and CAMC. The monitoring meetings of SLAMC and CAMC shall be held on a quarterly basis to review the progress of the projects taken up under Blue Revolution Scheme. Besides, NFDB & DADF (Fisheries Division) will also directly review the implementation of Blue Revolution Scheme as is being done now, to ensure effective and qualitative implementation.*



5
(YOGINDER KUMAR)
Under Secretary
Govt. of India
Min. of Agriculture & Farmers Welfare
D/o Animal Husbandry Dairying &
Krishi Bhawan, New

No.27035-19/2015-Fy(IV)
Government of India
Ministry of Agriculture and Farmers Welfare
Department of Animal Husbandry, Dairying & Fisheries

12. State Governments/UT Administrations/NFDB are requested to formulate specific action plan, strategy and roadmap for development and management of fishers in their respective States/UTs. The State Governments/UTs are also requested to sensitize all the concerned fisheries stakeholders such as State agencies/organisations, corporations, federations, fishers cooperatives, private entrepreneurs, individual beneficiaries etc. about the provisions of the scheme.

13. Self contained project proposals in respect of the desired component in accordance with the provisions and guidelines of the CSS may be submitted through State Governments for availing the central financial assistance under the CSS. Availability of adequate matching budgetary provision in State budget, necessary clearances and land wherever necessary, need to be specifically indicated in the proposals.

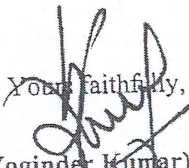
14. This revised administrative approval is issued also subject to the following terms and conditions:

- (a) Provisions of General Financial Rules, 2017 shall be applicable henceforth.
- (b) Release of funds shall be as per Cash Management System guidelines issued by Budget Division, Department of Economic Affairs, Ministry of Finance vide OM No.15(39)-B(R)/2016, dated 21.8.2017.
- (c) The flow of funds is to be ensured through PFMS / DBT platforms.
- (d) The UCs shall be submitted only through PFMS in accordance with guidelines issued in this regard by the Chief Controller of Accounts, Ministry of Agriculture and Farmers Welfare.

15. No request for *ex-post facto* approval of any proposal would be entertained.

16. The committed liabilities/ pending releases of the projects sanctioned earlier by the Department would be met from the respective Head of Accounts of the CSS.

17. This issues with the concurrence of Integrated Finance Division Dy. No. 4296 dated 29-12-2017 and approval of the Competent Authority.

Yours faithfully,


(Yoginder Kumar)

Under Secretary to the Government of India
(Tel No. 011-23097014)

Distribution: As per list enclosed

(YOGINDER KUMAR)
Under Secretary
Govt. of India
Min. of Agriculture & Farmers Welfare
D/o Animal Husbandry Dairying & Fisheries
Krishi Bhawan, New Delhi



ICAR-National Bureau of Fish Genetic Resources

Canal Ring Road, P.O. Dilkusha, Lucknow - 226 002, U.P., India



01.03.2020

G./SCSP/2020

From: **Dr. L.K. Tyagi**
Principal Scientist
PME Cell
ICAR-NBFG, Lucknow

To,

Dr. D. Sarma
Professor
Department of Zoology
Gauhati University, Guwahati, Assam

Subject: Sanction letter for release of funds for ICAR-NBFG, Lucknow collaborative work with Aquaculture & Biodiversity Centre, Department of Zoology, Gauhati University and District Administration, Bongaigaon, Assam entitled 'Inclusive community empowerment through Co-management of Aquaculture Led Interventions under SCSP scheme to be implemented in Bongaigaon district, Assam'_reg.

Dear Dr. Sarma,

I am happy to inform you that under the collaborative programme with ICAR-NBFG, Lucknow, the Dept. of Zoology, Gauhati University, Guwahati and District Administration, Bongaigaon, Assam under the SCSP scheme of the Govt. of India, the following funds have been sanctioned and transferred to your university institutional account no. 10243131817 (SBI, Gauhati University Branch):

S.N.	Amount (Rs.)	Purpose	Bank Reference No.
1	6,90,000/-	For undertaking approved activities under above collaborative programme	CO22128857821

You are requested to carry out the work components as per approved plan. Proper documentation of the identity proof of the beneficiaries, as well as, baseline data and photographs are required to be collected and maintained in scheme record file in both hard & soft copies, and provided to ICAR-NBFG, Lucknow in reports.

Kindly acknowledge receipt of this letter. Hope to have a very fruitful collaborative work.

Thanking you,

Yours' sincerely

(L.K. Tyagi)

01/03/2020

Copy to: 1. Registrar, Gauhati University, Guwahati



ICAR-National Bureau of Fish Genetic Resources



Canal Ring Road, P.O. Dilkusha, Lucknow - 226 002, U.P., India

G./SCSP/2020

27.10.2021

From: **Dr. L.K. Tyagi**
Principal Scientist
PME Cell
ICAR-NBFG, Lucknow

To,
Dr. D. Sarma
Professor
Department of Zoology
Gauhati University, Guwahati, Assam

Subject: Sanction letter for release of funds for ICAR-NBFG, Lucknow collaborative work with Aquaculture & Biodiversity Centre, Department of Zoology, Gauhati University and District Administration, Bongaigaon, Assam entitled 'Inclusive community empowerment through Co-management of Aquaculture Led Interventions under SCSP scheme to be implemented in Bongaigaon district, Assam'_reg.

Dear Dr. Sarma,

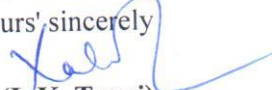
I am happy to inform you that under the collaborative programme with ICAR-NBFG, Lucknow, the Dept. of Zoology, Gauhati University, Guwahati and District Administration, Bongaigaon, Assam under the SCSP scheme of the Govt. of India, the following funds have been sanctioned and transferred to your university institutional account no. 10243131817 (SBI, Gauhati University Branch):

S.N.	Amount (Rs.)	Purpose	Bank Reference No.
1	3,88,000/-	For undertaking approved activities under above collaborative programme	CO92157915068 Transferred from our bank on 6-7 Oct.2021

You are requested to carry out the work components as per approved plan. Proper documentation of the identity proof of the beneficiaries, as well as, baseline data and photographs are required to be collected and maintained in scheme record file in both hard & soft copies, and provided to ICAR-NBFG, Lucknow in reports.

Kindly acknowledge receipt of this letter. Hope to have a very fruitful collaborative work.

Thanking you,

Yours' sincerely

(L.K. Tyagi)

Copy to: 1. Registrar, Gauhati University, Guwahati

MEMORANDUM OF UNDERSTANDING BETWEEN NATIONAL BUREAU OF ICAR - FISH GENETIC RESOURCES (NBFGR), AN INSTITUTE UNDER INDIAN COUNCIL OF AGRICULTURAL RESEARCH (ICAR); AQUACULTURE & BIODIVERSITY CENTER OF THE GAUHATI UNIVERSITY, GUWAHATI AND THE DISTRICT ADMINISTRATION, BONGAIGAON, ASSAM IN RESPECT OF THE "PROJECT SAMRIDHI: Inclusive community empowerment through Co-management of Aquaculture Led Interventions," Implemented under SCSP Scheme in Bongaigaon District, Assam.

ICAR - NATIONAL BUREAU OF FISH GENETIC RESOURCES (Lead Institute) and **AQUACULTURE & BIODIVERSITY CENTER OF THE GAUHATI UNIVERSITY, GUWAHATI (Joint Project Implementing Agencies)** AND **THE DISTRICT ADMINISTRATION, BONGAIGAON, ASSAM (Field Partner)** agree to co-operate in carrying out all development and other activities approved under the **"Project SAMRIDHI: Inclusive community empowerment through Co-management of Aquaculture Led Interventions"** implemented in Bongaigaon District, Assam under **SCSP Scheme** of the ICAR - NBFGR plan budget, sanctioned by ICAR, New Delhi and communicated from time to time. The Collaborators have already discussed the possibilities and planning of development work. The program can start from 1 October 2020 till 31 March 2021 and will pass to the SFC five Year Plan 2021 -2026. The broad responsibilities for the lead institute and implementing organizations are given (Annexure II; Work plan)

The program will follow the guidelines of issued by Government of India through competent authority (copy Annexure I) or any other issued from time to time. In order to achieve the objectives (Annexure II Work Plan) set forth in the Project within the stipulated time limit of the specific Project, it is agreed that:

ICAR- National Bureau of Fish Genetic Resources, Lucknow would provide:

The fund for recurring and non-recurring contingencies to the extent provided for the accepted activity, subject to any further approval if necessary of the competent authority.

The Implementing Institutions would:

- a) Implement the program as per the guidelines prescribed by the Government of India / ICAR under SCSP Scheme from time to time.
- b) provide farm/laboratory/training and other facilities required for the project.
- c) use the staff, if any, exclusively for the project work.
- d) use the funds provided under the project exclusively for the project work.
- e) maintain records and accounts adequate to reflect the operations, resources and

- f) expenditure in respect of the project in accordance with sound accounting practices.
- f) render accounts to the Lead Institution (ICAR-NBFGR Lucknow) as per the prescribed format (SOE & UC) within specified time limit.
- g) furnish regularly and in time reports as per the reporting schedule prescribed.
- h) keep the project funds in a separate bank account with separate cash book to be operated as per the existing instructions of the ICAR/Govt. of India.
- i) send audited statements of expenditure as per the prescribed practice.

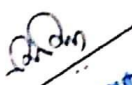
The ICAR-NBFGR and the implementing institutions/ Agencies further agree to the following:


- a) The staff provided under the project would be utilized exclusively for the project work.
- b) ICAR/NBFGR shall not be responsible for absorption of any staff deployed for the project work after completion/termination of the project/scheme.
- c) Any change of Collaborating Center/Agency –Core Group Convener or research programmers or officer-in-charge of the project activities other than research shall be considered in exceptional cases where there is sufficient justification acceptable to the ICAR/ NBFGR Lucknow.
- d) Procurement guidelines of the SCSP Scheme/ ICAR/Govt. of India would be applicable to the project and need be followed.
- e) Implementing agencies will ensure that the infrastructure facilities built up and activities carried out under this Project would be utilized for training and livelihood generation/enhancement of **beneficiaries from scheduled castes**, as per the guidelines of the SCSP scheme, Govt. of India.
- f) Proper records of all the beneficiaries getting benefits under this facility should be collected along with their identity (Aadhar/Voter card/any other Government issued Photo card with residence address) and periodically (quarterly) submitted to the lead Institute for reporting to central govt. agencies through ICAR, as required under this scheme
- g) The staff engaged in project activities shall attend all review meetings and workshops and present their reports/data for discussion.
- h) Implementing agencies will allow monitoring of the progress of individual project activities by ICAR/NBFGR Lucknow or any other nominated agency and provide all assistance including information required.
- i) The audited annual statements of expenditure shall be submitted within one month of close of the financial year to the Lead Center.
- j) Financial Reporting and its management would be as per the existing guidelines/instructions of SCSP Scheme/ ICAR/ Govt. of India.
- k) The experimental material built up shall be available for research in the project center and also for free supply to the other center's working on similar problems in

the country. However, produce in excess of the research requirements may be disposed of by the Institution in the manner it deems fit and the proceeds may be credited to the project account.

A copy of the Schedule of Terms and Condition governing the grant is attached.
This Memorandum of Understanding shall become effective from ----- and shall continue till the date of termination of the project activities.

(Signature) 
Gauhati University, Guwahati,
Assam
Implementing Agency
গুৱাহাটী বিশ্ববিদ্যালয়, গুৱাহাটী-১৫
Registrar
Dated Gauhati University, Guwahati-14

(Signature) 
Deputy Commissioner
District Administration,
Bongaigaon, Assam
Field Partner
Dated 29.09.2020

(Signature) 
ICAR - NBFGR,
Lucknow
Lead Implementation
Agency
Dated 29.9.2020
Ruldeep K. Lal
Director
ICAR-National Bureau of Fish Genetic Resources
Canal Ring Road, Telibagh, P. O. Dilkusha
Lucknow-226 002, U. P., India

Schedule of Terms and Conditions Governing the Grants under the "Project SAMRIDHI: Inclusive community empowerment through Co-management of Aquaculture Led Interventions," Implemented under SCSP Scheme in Bongaigaon District, Assam.

1. The Grants under the Project would be utilized exclusively for the approved Project activity. The project fund would be kept in a separate bank account with a separate cashbook and operated as per the instructions of the Government of India/ICAR.
2. The sanction accorded for the funding of the scheme shall stand withdrawn if the scheme is not put in operation as per the timelines in the workplan which will be decided based on discussion between implementing agencies and field partner from time to time.
3. Financial assistance rendered in this project should be acknowledged in any published account of the project work.
4. The Statement of Expenditure and financial reports of the project would be audited by the Principal Director, of Audit, Scientific Departments, Accountant General of the State concerned or the Examiner of Local fund Accounts or Statutory Auditor of the grantee institution.
5. Pre-audit and internal audit of the project accounts would be conducted by the Audit and Accounts Wing. Wherever they exist in the ICAR institutes and State Agricultural Universities. Where full-fledged Audit and Accounts Wing is not available the audit of financial Statements could be done by the approved Chartered



Accountants drawn from a panel of Chartered Accountants empanelled in consultation with the Comptroller and Auditor General of India. Such Auditors would furnish to the Lead Center ICAR-NBFGR Unit before the end of June of each year (i.e. within three months of closure of the financial year), a certificate to the effect that the accounts have been audited and the grant has been spent for the purpose for which it was meant. Non-receipt of the audited statement of accounts within the prescribed time limit would entail stoppage of further releases under the project. The receipt of audited statement of accounts would itself act as trigger mechanism for further release of funds.

6. The last installment of grant shall be paid on receipt of final audit certificate and which should also include all the liabilities of the last year incurred before but defrayed after close of the scheme.
7. The stores of nominal value (contingencies) purchased out of the project grants would be deemed to have been utilized appropriately when the scheme has run the full period of sanction and could be further used in the mandated activities of the implementing institution.
8. The equipment /stores of capital nature required for the execution of the Project shall be acquired with the funds specifically provided under the project for this purpose. Such capital items shall remain the property of the Council/Govt. of India and on completion of the project, ICAR may at its discretion authorize such utilization or disposal or direct the utilization of such equipment for such purpose as it deems fit. The grantee institutions shall refund the full amount of the cost of such items of stores if the scheme is abandoned on its own during the period of the sanction or if the scheme has not been started after the purchase of the store/equipment.
9. Except for the stores/equipment specifically approved under the project and provided in the project no other expenditure shall be met on non- recurring contingencies.
10. The stores and equipment purchased out of project funds shall be entered in separate stock registers of the Grantee Institutions, and invariably presented to the auditors (internal and external) for check and endorsement every year. Failure to maintain these stock registers will entail withdrawal of project funding, besides further action being initiated by the NBFGR/ICAR. The Core Group Convener, Officer in-Charge of the project activity and the concerned Store Officers would be personally held responsible for compliance with the above requirements by the stores wing.
11. Expenditure over and above sanctioned amounts against one or more heads of expenditure such as pay and contingencies capital cost etc. shall be met by re appropriation of savings under any other head(s) except the head pay and allowance, provided the total expenditure incurred during financial year does not exceed the overall sanction for that year.
12. Proceeds of any revenue generated during the implementation of the project should be credited to the appropriate account as decided by the project implementation

committee.

13. The project grant shall be refunded by the implementing institution if the scheme is discontinued midway or if the detailed technical programme laid down and approved by ICAR is not adhered to,
14. For implementation/operation of the scheme, the grantee institution shall make available, the requisite area, laboratory accommodation, equipment, apparatus, supporting staff and such other building facilities as may be necessary if they are not specifically provided in the project. The officer responsible for implementation of the scheme shall ensure that the above facilities are available before commencement of the scheme.
15. Any contractual help engaged in the project would be co-terminus with the project. They would have no claim for regular employment in the ICAR or in the institutions where engaged after termination of the project. Specific conditions regarding this would have to be incorporated in the terms and conditions of any contract entered into in respect of the project.
16. The grantee institution shall consult the ICAR before making any change in the arrangement for supervision of the scheme or in the approved technical programme or in the personnel employed in the scheme.
17. The ICAR will have the right to publish the results of the investigations in their own publications/ reports before these are published elsewhere. Permission may, however, be accorded by the ICAR in special cases for publication elsewhere, provided NBFGR/ICAR/DARE is duly acknowledged in such publications. Publication may be joint or independent as may be agreed upon between the workers and the Core Group Convener of the grantee institution.
18. Exchange of research materials (plant, animal microbe soil samples etc.) with agencies, institutions and individuals outside India, either for experimental, or commercial purposes, shall be channeled solely through ICAR.
19. The grantee institutions should provide every assistance to the Core Group Convener and other members of the core team /Co-Cooperating Center Investigators/ Officer in-Charge of project activity to enable them to discharge their functions fully and freely. These shall include permission to the participating scientific or technical staff to attend workshop meetings and to visit various experimental stations in the country.

Service Order

AMRIT CEMENT LIMITED REGISTERED OFFICE Opp. Horse Shoe Building, Lower Lachumiere Shillong - 793 001. (Meghalaya). CIN NO :- U2694OML2008PLC008302		Order No : 6700030122 / HO Order Date : 01.02.2024	
Delivery Address: AMRIT CEMENT LTD. RYMBAI ELAKA,UMLAPER VILLAGE, DIV-KHLIEHRIAT,DIST - EAST JAINTIA HIL, MEGHALAYA-793200. State Code - (17ME) GST No. 17AAGCA9080R1ZW		To, GAUHATI UNIVERSITY 211133 ADMIN BUILDING GAUHATI UNIVERSITY, GOPINATH BORDOLOI NAGAR GUWAHATI, Pin:- 781014, (Assam) State Code - ()	
Consignee / Billing Address: AMRIT CEMENT LTD. RYMBAI ELAKA,UMLAPER VILLAGE, DIV-KHLIEHRIAT,DIST - EAST JAINTIA HIL, MEGHALAYA-793200. State Code - (17ME)		Indent No. 1000051876 Indent Date 29.01.2024 Party Quotation No. Party Quotation Date	
GST No.	17AAGCA9080R1ZW	GST No.	18AAAJG0286A4ZL
PAN No.	AAGCA9080R	PAN No.	AAAJG0286A

Please arrange to supply the services as per terms and conditions mentioned below :

Sl. No.	Line	Item Description	Quantity	UOM	Unit Price INR	Total Price INR	Tax %	Amount INR	Delivey Date
01		Assessment of Limestone Deposit at Garo				500,000.00	IGST @ 18.00	590,000.00	30.09.2024
	10	Assessment of Limestone Deposit at Garo	1.000	EA	500,000.00	500,000.00	18.00		

Total Value

590,000.00

In words Rupees Five Lakh Ninety Thousand only.

Payment Terms : ZP37 (Payment terms as per text) Inco Terms:

Delivery Terms :

Terms & Cond. :

Objectives:

1. Outcrop mapping of Siju Limestone Formation in the South Garo Hills District. The work will be based on geological fieldwork and existing geological literatures. The geological map will be prepared in 1:50,000 scale using GIS.
2. Determination of thickness of limestone beds and preparation of lithologs from outcrop data. The data will be useful for preliminary assessment of limestone deposits in South Garo Hills.
3. Study of major oxide geochemistry and Insoluble Residue of the limestone deposits. This will help to know correlations among different major oxides present in the limestone, purity and Chemical Classification of the limestones.
4. Study of petrography of limestone deposits. This will help to know the petrographic categorization and depositional condition of the limestone
5. Characterization of terrain (topography, slope, gorge sections etc.) around the limestone deposits based on available satellite imagery.
6. Land use/ land cover and accessibility mapping for the areas with limestone deposits.

Tentative time duration for completion of the work:

8 months from the date of initiation of the project. Project will be initiated after receiving 20% of the total project grant that is Rs. 1 ,00,000/-.

Total emolument involved for the project:

Total: Rs. 5,00,000/- including 20% of the University Overhead. The GST to be borne by the M/s. Amrit Cement Ltd. in addition to this amount. The major oxide analytical data of the limestone will be provided by M/s. Amrit Cement Ltd.

Terms & conditions for work order

Specific terms & conditions: (will vary based on agreed commercial terms of each order)

1. Payment terms :
2. Weekly advance :
3. Taxes & duties :
4. Delivery terms :
5. Materials in scope of contractor :
6. Materials in scope of company :
7. Minimum manpower to be deployed :
8. Deduction rate in case man power supply is below minimum deployment :
9. Accommodation to be provided by company (yes / no) :
10. Warranty/guarantee, if any :
11. Liquidated damages:
12. Quantity tolerance % :
13. Other terms, if any :

General terms & conditions :

Unless otherwise stated specifically in specific terms & conditions, following general terms and conditions will be applicable for this purchase order.

1. Company will arrange tools & tackle as per availability, on returnable basis. If not returned in good condition (other than normal wear and tear) by contractor, amount will be deducted.
2. Statutory deduction including TDS shall be made as per prevent rules.
3. You will have to deploy sufficient number of skilled & unskilled workman in accordance with our requirement and one of your supervisors shall be always present at site. If you fail to deploy agreed manpower, ACL reserves the right to levy penalty for such short deployment.
4. Contractor should submit your Aadhar card no., GST no, PAN card, bank a/c no. details including IFSC code along with cancelled cheque to accounts department for easy payment.
5. Labour license shall be obtained by the contractor.
6. You will take adequate precaution to ensure complete safety of workmen deployed by you and prevention of accident (wearing of safety equipment like helmet, safety shoes, safety belt etc. Is mandatory). You will take Workmen Compensation Policy for manpower deployed by you.
7. Registration of all workmen with personnel department and bio-metric attendance is mandatory, failing which your bill will not be processed for payment.
8. Allotted work needs to be finish within stipulated time frame and as per quality specifications of the company which is the essence of this contract. Failing which all loss & damages will be borne by you.
9. The quantity mentioned in order are indicative, bill will be passed as per final drawing.
10. labour allocation and daily progressive report needs to be submitted concerned department (civil/mechanical/project/electrical/instrumentation/EHS, etc.), F&A/HR department on a regular basis.
11. For any kind of damage of material / equipment#s/ other items at the time of execution of job by you or your workmen, cost will be deducted from contractor bill.
12. the contractor shall give the indent/requisition for materials required at the time of execution of the work through department-in-charge at least one month in advance.
13. Safety and reconciliation of handed over materials & under construction work are contractor#s responsibility. Material reconciliation statement should be submitted with all RA bills duly certified by department-in-charge and stores.
14. Deviation in execution of the work, if any, from the scope of work mentioned in the job order or deviation in dimension as mentioned in the drawing shall be viewed seriously and necessary penalties will be levied.
15. In case of unsatisfactory progress of work the management may engage another contractor to complete the balance job. Additional cost, if any, for engaging new contractor will be deducted from your bill.

16. You will responsible for good conduct, behaviour and attendance of workmen engaged by you.
17. You shall not give/sub-contract part or whole work given to you to any other contractor without taking permission from ACL.
18. You will be responsible for the safety of all workmen engage by them and shall also be liable for compliance of all statutory requirement as per Meghalaya state government policy or other labour laws such as.
- A) CONTRACTOR LABOR (REGULATION AND ABOLITION) ACT 1970
- B) EMPLOYEE STATE INSURANCE ACT-1948
- C) EMPLOYEE PROVIDENT FUND AND MISCELLANEOUS ACT 1925
- D) MEGHALAYA LABOR WELFARE FUND ACT 1925
- E) MEGHALAYA (NATIONAL AND FESTIVAL) HOLIDAY ACT.
- F) WORKMEN COMPENSATION ACT ETC.
- G) PAYMENT OF MINIMUM WAGE ACT.
- H) BUILDING OF CONSTRUCTION ACT1996
19. For all statutory compliances, you will submit necessary documents & records to HR/Admin/F & a department at ACL.
20. As per Government of Meghalaya guideline of engaging child labour in the company premises is strictly prohibited . You are responsible for burden of proof and penalty damage compensation on breach of this clause.
21. You will be responsible to arrange to and fro travel of your workers to our plant. Company will not provide any transport facility for the same.
22. Bill submission :
- A) service order number should be mentioned on all invoices.
- B) please submit your invoice along with service order copy for releasing the payment.
- C) registration no. With various tax authorities like GST No. of Amrit Cement Limited must be mentioned on all invoices.
- D) state code to be mentioned in all invoice.
- E) HSN/SAC code to be mentioned in invoice (RCM to be mentioned in service invoice if applicable.)
- F) plant address of company, amrit cement is to be mentioned in invoices
- G) material reconciliation statement, work certification, any other documents specified by the company and as applicable, should be submitted with bill
- H) after bill submission, it takes minimum 15 days to check before payment release.
- I) GST amount levied in the bill, if any, will be paid after the same is reflected in GSTR 2A within 18th of the month GST payment month.**
23. Termination of work order:
- A) the company (ACL) reserves the right to terminate the work order without assigning any reason.
- B) all the pending bills be cleared after due verification and obtaining of no dues certificate from all concern department. After getting approval from head office the bills will amount.

HO_PURCH
Prepared by

FOR AMRIT CEMENT LIMITED

Susmita Ghosh Bhuniya

**Authorized Signatory
(SUSMITA GHOSH BHUNIYA)**

Note: This is system generated SO, hence signature is not required

SERVICE ORDER

To,
GAUHATI UNIVERSITY
GUWAHATI UNIVERSITY
GUWAHATI
Assam 781014 INDIA
Phone : 9957396561
Email : saratphukan@gmail.com
GST No :
PAN No : AAAJG0286A
MSME No :

PO Number : 4557001347 / 481
PO Date : 12.12.2023
Amendment No :
Amendment Date : 14.12.2023
Offer Ref :
Contact Person : JYOTI SHARMA
Telephone : 9460938491
Fax Number :
Vendor Code : 1250211343
Currency : INR
Validity Date : to
Email : Sharma.jyoti@dalmiacement.com

Kind Attn: Bikash

Dear Madam/Sir ,

We are pleased to place an order on you for the following material Service subject to terms and conditions printed below / attached with the order.

Item	Service Activity Code/Specification	Quantity	Unit	Price	Amount
10	SLOP STABILITY & HYDROLOGICAL STUDY	1.000	AU		610,000.00
1	54006598/SCIENTIFIC STUDIES IN MINES	1.000	NO	610,000.00	610,000.00
	IN: Integrated GST 18.00%				109,800.00
	Taxes on the PO:				109,800.00
	Item Total Value				719,800.00

PO Basic Value **610,000.00**

Total Tax **109,800.00**

Total PO Value **719,800.00**

Total Value in words : RUPEES SEVEN LAKH NINETEEN THOUSAND EIGHT HUNDRED

Price Basis/INCOTERM :
Freight :
Transit Insurance : Not Applicable
Dispatch Mode :
To Be Delivered At :

Payment Terms:

100% IMMEDIATE AGAINST DELIVERY

Other Terms And Conditions:

Header text

- # Providing Consultancy services to assess pit slope stability and hydrogeology study at sutnga Mines, CCL site.
- # Completion of job # 2 months from the date of sample handover.
- # Lodging & boarding & local conveyance shall be in vendor scope.
- # Expenses related to field work including hiring of vehicle, hiring of services of research scholars, study of

Our **GST REG No: 17AADCC2878C1ZS** CST No: Our TIN No: CENTRAL EXCISE REGN No: ECC.No: PAN No:
RANGE & COMMISSIONARATE: & , DIVISION: CORPORATE IDENTITY NUMBER: U26959ML2007PLC008279

SERVICE ORDER

PO Number : 4557001347 / 481

PO Date : 12.12.2023

hydrogeological conditions, piezometer test, TA & DA of project investigators, daily wages to field helper& analytical costs are inclusive in the cost.

Payment Terms:- 10 % after initiation of work & 90 % after submission of final report to site.

Billing Address:

COSMOS CEMENTS LIMITED, Nangklied ridge,Salang Sutnga Elaka, Salain,East Jaintia Hills - 793200 (MEGHALAYA)

Delivery Address:

COSMOS CEMENTS LIMITED, Nangklied ridge,Salang Sutnga Elaka, Salain,East Jaintia Hills , - 793200 (Meghalaya)

Registered Address:

Cosmos Cements Limited,,VILL-THANGSKAI,,LUMSHUNONG,Meghalaya,INDIA -793210. TEL:91-11-23465100 FAX:

General Terms and Conditions:

E - Invoice with IRN (Invoice Reference No) and QR Bar code is mandatory as per GST Act w.e.f. 1st April'2022 for company having annual turnover of more than 10 crores. The non-compliance will result in rejection and return of the Invoices and all the payments will be on hold.

GENERAL TERMS & CONDITIONS OF WORK/SERVICE ORDER

1. Definitions: #Employer# shall mean Dalmia Cement (Bharat) Limited , a Company incorporated under companies act 1956 having its registered office at Registered Office at Dalmiapuram # 621651, District Tiruchirapalli, Tamil Nadu and Head Office at 11th & 12th Floor, Hansalaya Building, 15 Barakhamba Road, New Delhi - 110001, India and shall include their legal representatives, successors and assigns.

"Contractor# shall mean the person, firm or corporation to whom this Work order is issued and shall include Supplier's heirs, executors, administrators, legal representatives, successors and permitted assigns.#Order" shall mean this Work Order and all its attachments and exhibits.#Goods/ Services and /or Materials# shall mean the articles, materials, machinery, equipment, supplies, drawings data and other property and all services including design, delivery, installation, inspection, testing and commissioning specified or required to complete the order unless otherwise specified.Employer and Contractor shall be collectively referred to as #Parties# and singularly as #Party# wherever necessary.

2. Scope of work: All work including supply of materials/equipment (if any) shall be completed strictly as per the Scope/Bill of Quantities/Design/Drawing/Specification/Samples or any other attachments and conditions stated on the Order and as modified in writing. Any queries/ clarifications on same should be communicated to the Employer within 6 working days of receipt of this Order and all deviations must be approved by Employer in writing. Any delay in communicating to the Employer will not be considered as a justified reason for delay in delivery/execution.

3. Price : Unless otherwise stated in the Order or any amendment made thereof in writing, all prices shall remain fixed for the duration of the Order irrespective of any change in the cost of material and/or labor, and the same shall be

Our **GST REG No: 17AADCC2878C1ZS** CST No: Our TIN No: CENTRAL EXCISE REGN No: ECC.No: PAN No:
RANGE & COMMISSIONARATE: & , DIVISION: CORPORATE IDENTITY NUMBER: U26959ML2007PLC008279

SERVICE ORDER

PO Number : 4557001347 / 481

PO Date : 12.12.2023

subject to GST or any other applicable taxes by the government.

4. Completion: Timely completion of work is the essence of this contract. If the work is not completed within the specified period and quality or in case of delays in fulfillment of any terms & conditions of this Order, the Employer has the right to penalize the Contractor by imposing liquidated damages for late/delayed delivery as per terms agreed between the parties and reduced into writing, In the event of further delay, the Employer reserves the right to get the work done from an alternate source at the risk and cost of the Contractor.

5. Deviations: This work Order shall be subject to these General terms and conditions and any additional specific conditions referred to in the Order. No deviation shall be made from the requirements of the Order and/or from the General Terms and Conditions unless such deviations are approved in writing by the Employer.

6. Acceptance of Order: This Order expressly becomes a binding contract of the terms set herein, when it is accepted by the Contractor. The Contractor shall sign and return the acceptance copy of the order within 10 days of receipt of this work Order, unless otherwise agreed in writing. This Order will be considered as terminated, if not acknowledged within time period agreed between the parties.

7. Invoices: Set of invoices along with joint statement and reconciliation statement shall be submitted to the office of the Employer at beginning of each month or any other period as agreed. The invoice shall show clearly whether they cover "part work" or "balance work" and shall indicate the quantity item-wise as well as order number. The final payment shall be made within 30 days or period as specifically agreed between the parties in writing and forming part of this Order after Taking Over of all Goods and Services under the Contract and upon submission of acceptable Bank Guarantees (if applicable).

8. Transportation & Storage of material: Unless otherwise specified in the work order, Contractor shall arrange for the transportation & storage of all its material up to & at Employer's site for timely completion of the work. The material will be stored at specified place at site on Contractor's own cost & risk at the space provided by the Employer.

9. Inspection: The Employer or his authorized representatives/agent shall have the right of inspection, testing or measurement of the work or any part thereof at any stage during the Construction or Execution of this Order. In case required, the Contractor on demand from the Employer shall carry out relevant tests in an appropriate manner as agreed and free of charge to the Employer. The inspection by the Employer and its representative will however not absolve the Contractor of his responsibility of quality and workmanship of the scope of work covered under the order.

10. Acceptance of Work: Work shall be accepted subject to inspection and must conform to Employer requirements, Bill of Quantities, Quality plans (specifications/design or approved samples). Payments for work prior to inspection shall not constitute the acceptance thereof. Contractor undertakes that he shall respond within 07 days from the date of rejection advice, if any. The Employer has a right to complete/get completed the work on Contractor's cost & risk, if Contractor

Our **GST REG No: 17AADCC2878C1ZS** CST No: Our TIN No: CENTRAL EXCISE REGN No: ECC.No: PAN No:
RANGE & COMMISSIONARATE: & , DIVISION: CORPORATE IDENTITY NUMBER: U26959ML2007PLC008279

SERVICE ORDER

PO Number : 4557001347 / 481

PO Date : 12.12.2023

does not respond within 15 days after repeated reminder.

11. Taxes/Duties: All kind of taxes/duties and other dues shall be borne by the Contractor. The GST Paid Invoice shall be submitted with proper documents from time to time. The Contractor undertakes that he shall provide the Employer with proof of GST filing at regular intervals without which the amount towards these taxes shall not be paid. Contractor shall also mention the GST number in every bill. TDS, if any will be deducted from every bill submitted by the Contractor.

12. Addresses: The addresses of Employer and Contractor shall be the same as mentioned on the Work/Service Order.

13. Insurance: Contractor shall take necessary insurance cover for their employees, labors, sub-contractor and material (including transit insurance) engaged for completion of the assignments at Employer's site. Employer and its employees shall not be liable to pay any damage or compensation for death, accident or injury to people employed by the Contractor and/or damage/theft of materials or to third parties agencies engaged by the Contractor. The Contractor shall produce such policies on demand by Employer.

14. Test Certificate: The Contractor will submit copies of test certificates for materials and equipments as called for in the Order, wherever required. Such certificates shall clearly state the Work Order number and item number along with other relevant information in test certificate.

15. Packing & Dispatch The Contractor shall ensure that material in his scope is handled in such a way so as to guarantee safe transportation, loading/unloading and storage to site & within site premises. Employer shall not be liable towards damage or loss of this material. The Contractor has to arrange e-way bill for bringing their equipments and any other required material to the site. The Employer will not provide any e-way bill for incoming and outgoing equipment/material.

16. Facilities at site: Contractor will make his own arrangement at his own cost for water, electricity, tools, tackles & consumables at site. Contractor will also make arrangement for lodging, boarding and transportation of himself/his employees, labor, sub-contractors and any person engaged directly or indirectly by him.

17. Health, Safety & Environment : The contractor shall ensure adequate precautions towards health & safety of its employees/workmen and environment at site. Adequate resources towards apparel & equipment shall be deployed by the Contractor as required under the law of the land and shall be entirely responsible for the complete safety of their environment, workmen as well as workers at the site.

All the Contractor's workmen, shall have to be provided with Safety Shoe, Helmet, Gloves (of approved quality), Safety belt (for working at heights) etc at Contractor's cost. Lungies, dhotis, chapels will not be permitted. Tuck in of shirts is must. All tools, equipment, machinery to be used for carrying out the work will be allowed post production of relevant inspection/fitness certification proofs. If any gas cutting work warrants, Contractor will use only acetylene gas with flash back arresters. LPG cylinders will be allowed as per site safety rules only. All workmen will be screened & Contractor

Our **GST REG No: 17AADCC2878C1ZS** CST No: Our TIN No: CENTRAL EXCISE REGN No: ECC.No: PAN No:
RANGE & COMMISSIONARATE: & , DIVISION: CORPORATE IDENTITY NUMBER: U26959ML2007PLC008279

SERVICE ORDER

PO Number : 4557001347 / 481

PO Date : 12.12.2023

and his workmen shall undergo safety orientation before being permitted to enter.

Notwithstanding the provision of safety appliances and Personal Protective Equipment, whether made by Contractor or by the Employer, it has been specifically agreed by Contractor that for the work in contractor's scope under this Order, the contractor shall be solely responsible for ensuring safety and be also liable for any civil or criminal action in case of any accident or mishap caused and any proceedings initiated by authorities for any non-compliance or breach thereof. In no case, Employer or its any officer shall be held as responsible towards same.

17.1 Lifting Machines: (Cranes, Hydra, winch etc.) Statutory obligation to be completed before deploying machinery in Employers premises, Registration Certificate, Insurance Certificate. Pollution Certificate.

Test certificate by competent person under Factory rules.

Operator's license, Operator's eye examination certificate by a qualified eye specialist.

Photocopy of the all above documents should be available at crane/ Hydra driver and one set to be deposited at safety department of the Employer.

17.2 Lifting Tackles: All Lifting tackles e.g. wire rope, D shackles, chains etc should be examined by the competent person authorized under respective State Govt. / Factory rules. For traceability of the test certificate each tool should be punched /tagged according to the no. of Certificate. Photocopy of the all above certificates should be available at site for Inspection and one set to be deposited at safety deptt.

17.3 Other Requirement: All rotating parts of the machines should be guarded. Guard should be provided on the grinding wheel of the grinder and the Contractor shall replace Grinding wheel before the expiry date. All electrical cables are in healthy condition. All electrical extension boards should be equipped with ELCB's. Use of Transformers will not be permitted. You will ensure the use of Rectifier. Transportation of the gas cylinders at site in proper cylinders trolley. Empty and filled cylinders should be stored separately with tags. All gas cutting sets should be equipped with Flash back arrestor and two pressure gauges. All welding cables adequately lugged and Direct Cable earthing is necessarily required for Welding Work. Rain water protection cover should be provided on the welding sets. Scaffolding should be made according to relevant IS specifications and proper approach arrangement for descending ascending to be made. Safety nets must be available in adequate quantity for overhead protection. Fire extinguishers should be available at all hot job sites. No materials allow lifting more than safe working load. While lifting the material packing should be provided on the sharp edges of the material to avoid damage to wire ropes. Any incident/ Near Miss immediately need to inform Concern job supervisor and Safety Officer.

All necessary standard Personal Protective Equipment (#PPE#) (including Safety helmet, safety shoes) to be used according to the nature of the job. For avoiding trips/falls, good housekeeping of the site to be maintained all the time. Medical examination of persons and maintain record of the same. PPE issue register must be made and available for inspection on site. The Contractor undertakes that he shall be committed towards cleanliness and hygiene being maintained at the premises and shall deploy appropriate workforce to adhere to the same. In the event of failure of the Contractor to maintain cleanliness and hygiene being maintained at the premises the Employer shall be at liberty to get the same done at the Contractor's cost which shall be deducted from his payments/security deposit (as the case may be).

Our **GST REG No: 17AADCC2878C1ZS** CST No: Our TIN No: CENTRAL EXCISE REGN No: ECC.No: PAN No:
RANGE & COMMISSIONARATE: & , DIVISION: CORPORATE IDENTITY NUMBER: U26959ML2007PLC008279

SERVICE ORDER

PO Number : 4557001347 / 481

PO Date : 12.12.2023

For Employer's site works (Mechanical/Civil/Others) and reconciliation of material:

To and Fro travelling expenses, food and accommodation for Contractor's personnel are included in service order amount.

Electricity and Water Supply shall be provided at one point, at free of cost if agreed in the negotiations.

Steel & cement will be in Employer's Scope. Contractor has to submit the monthly reconciliation statement with each Running Account (#RA#) Bill as per format given by Employer, which will be pre-conditions for release of payment.

Scrap for Steel (TOR):- Scrap @2% of total consumed quantity will be allowed subject to deposit the same to Employers stores. Scrap here means for steel below 2mtrs in length. All pieces of reinforcement steel more than 2.0mtrs long will be taken back and considered as full steel.

Scrap for Steel (Structural/Plate):- Employer shall allow 2.5% Wastage and 0.5% Burning Loss. Serviceable steel in length/area will be applicable as :-

Angle/Beam/Channel: - 0.5 (Zero Point Five) meter in length

Plate: - 0.1 (Zero Point One) sq. meter in area.

However, the billing will be on actual weight basis.

Cement: Cement wastage @2% of the total consumed quantity is allowed. Contractor shall return 90% empty bag, else recovery of Rs.2/- per bags will be done by Employer and GST will be extra, if applicable.

In case any discrepancies or excess / careless consumption of material Steel (Plate/Structure) found during reconciliation, recovery @ market rates on the date of reconciliation along with GST, extra as applicable will be done by Employer.

18. Warranty: All work completed against this order shall be guaranteed by the Contractor against any defects in civil construction and/or faulty workmanship for a period of 12 months from the date of completion. All materials, components used for the construction work will be of best quality for the purpose for which it is used. In case of faulty work, the Contractor shall repair/replace same as the case may be within reasonable time at his own cost and this warranty will be extended to 12 months from the date of the repair and testing to Employer's satisfaction level.

19. Licenses & Permits: Contractor undertakes that he shall take requisite clearances/ permits from Central/ State Authorities/any other Government authorities as required by the law of land. All official charges towards Government approvals/ permits shall be borne by the Contractor unless agreed and specified in writing against the documentary evidence of such expenditure.

20. Confidentiality: Design/Drawing/Specification/Samples supplied with this order shall remain property of the Employer and shall be used by the Contractor exclusively for the work to be completed against this order. The Contractor hereby undertakes that he shall not use the designs, drawings, patterns & any other technical information in any manner, directly or indirectly, for any purpose other than the purpose of executing this order. Contractor shall not make copies of work Order/Amendment or any other commercial data / information or publicize the same. The Contractor is aware that

Our **GST REG No: 17AADCC2878C1ZS** CST No: Our TIN No: CENTRAL EXCISE REGN No: ECC.No: PAN No:
RANGE & COMMISSIONARATE: & , DIVISION: CORPORATE IDENTITY NUMBER: U26959ML2007PLC008279

SERVICE ORDER

PO Number : 4557001347 / 481

PO Date : 12.12.2023

breach of this clause shall lead to civil as well as criminal action against the Contractor.

21. Copy Rights & Patent: The Contractor shall fully indemnify the Owner, its employees and users against any action, claim or demand costs of expenses arising from or incurred by reason of any infringement or alleged infringement of letters, patent, trade mark or name, copy right or other protected rights in respect of any materials supplied. All royalties shall be paid directly by the Contractor.

22. Assignment: The Employer is entitled to assign the Order or any part thereof, or any right, benefit or interest therein or there under, to any of its affiliates, associates or a group company. However, the Contractor shall not assign the work or any part thereof, or any right, benefit or interest therein or there under, to any third party, without express prior written consent of the Employer. Any assignment, subletting, even though done on written approval of Employer, shall not relieve the Contractor from any obligations, duty, responsibility and/or guarantee under the contract.

23. Indemnity # Contractor hereby undertakes that he shall indemnify the Employer and/or assignees in respect of any claim on account of theft, damage, injury or any other loss caused to the Employer/assignee / any other third party due to any Act / negligence by Engineers/Personnel/Sub-contractor employed by the Contractor due to any reason whatsoever, while performing the obligations under this Contract. The Contractor further undertakes that he shall keep the Employer indemnified in relation to any dispute arising out of the present Contract which includes expenses towards any legal action initiated by the Employer against the Contractor due to his breach of terms of this contract or any other damages suffered by him in relation to this contract.

24. Statutory Obligation: The Contractor shall take all steps as may be necessary to comply with the various applicable laws/ rules including the provisions of Contract Labor (Regulation & Abolition Act) 1970, Minimum wages Act, 1984, Workman Compensation Act, Employees State Insurance/Workmen Compensation Act, Provident Fund Act, Payment of Bonus Act and all other applicable laws and rules framed, including any statutory approval[s] required from the Central/State Governments, Ministry of Labour. The Contractor undertakes that he shall comply with all applicable laws, circulars/notification issued by State/Central Government and as amended from time to time. The contractor shall produce proof of such policies on demand by the Employer.

Compliance to be done under these provisions is the sole responsibility of the contractor. The Cost of compliance is included in the total Cost or Value of Work Order and the Contractor is solely liable and responsible to comply on his own with all applicable provisions of Labour Laws not limiting to Provident Fund (Including EPS, Administrative Charges), Employees State Insurance or Employees Compensation, Payment of Bonus, Leave With Wages if applicable/ Working Hours under the Provisions of Factories Act and Rules, National and Festival holidays as applicable for the State, The Contract Labour Act, Payment of Wages Act, Minimum Wages Act and Gratuity Act as applicable to his establishment or to his workers from time to time. The contractor should possess a valid License, separate ESIC code, PF Code and applicable insurance papers for the contract / service employees for any work at our plant. The contractor should comply with all the necessary returns duly filled with the respective authorities and a copy of the same to be furnished to Employer on requests.

The Contractor undertakes that he shall not engage any child labor/forced labor/unfit labor and persons above age of

Our **GST REG No: 17AADCC2878C1ZS** CST No: Our TIN No: CENTRAL EXCISE REGN No: ECC.No: PAN No:
RANGE & COMMISSIONARATE: & , DIVISION: CORPORATE IDENTITY NUMBER: U26959ML2007PLC008279

SERVICE ORDER

PO Number : 4557001347 / 481

PO Date : 12.12.2023

58.

It is understood between the parties that they will have no employer-employee and/or Master/servant relationships with Contractor's employees. It is explicitly understood that Contractor's employees will not be employees of Employer and shall under no circumstances acquire any lien of employment with the Employer.

The Contractor shall bear the expenses towards medical treatment & allied expenses as well as compensation in case of accidents occurring during the course of employment. If Employer pays any such amount on behalf of the contractor, it will be recovered from contractor's bill and/or security deposit and/or through other legal procedure.

Contractor shall notify Employer regarding rate of wages, working hours, weekly holidays and should also be displayed in the local language known to the workers at the place of work in a legible manner. Employees deployed by Contractor shall be subject to security check by the security staff and/or authorized person of Employer as per requirements.

25. Termination: Employer reserves the right to terminate, suspend or abandon this Order either in part or in full at its discretion in the event of breach of any of the conditions mentioned herein. In such an event, Employer shall be entitled to recover all damages and expenses including losses suffered by Employer due to such termination. The Employer reserves the right to terminate this Contract without specifying any reason whatsoever by giving two days prior written notice anytime during the term of this Order.

26. Force Majeure: . #Force Majeure# shall mean any act of God (including any natural calamity), earthquake, flood, inundation and/or landslide, storm, tempest, hurricane, cyclone, or other extreme atmospheric disturbances, fire, acts of terrorism, epidemic, pandemic, endemic, act of war, hostilities (whether declared or not), strikes, lockouts, lockdown, invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, sabotage etc. affecting the Party or Parties and shall include any other event, condition or circumstance, or combination of events, conditions or circumstances, beyond the reasonable control of the Party(ies) affecting the performance of the obligations under this Order"

27. Interpretation: In the event of any conflict between these general terms & conditions of work and Contractor's general conditions of sale, the former will prevail. The general terms and conditions as mentioned herein shall supersede all previous communications written or oral and shall be final and binding on both parties until and unless modified in writing and accepted by both parties. Furthermore, headings are merely for the purpose of general reference only and do not entail any meaning specifically and the contents of the clauses shall prevail.

28. Dispute Resolution And Jurisdiction: It agreed and understood between the Parties that in the event of any dispute or differences arising out of or relating to or with reference to or in connection with this Order, including its termination, the same shall be referred to the jurisdiction of the courts at New Delhi only. It is further, agreed and understood between the Parties that in case of any dispute arising out of this Order, the Parties shall refer the disputes to arbitration for the adjudication by a Sole Arbitrator appointed by Employer and the seat of arbitration shall be at New Delhi only.

29. Notices # Any notice with reference to this order shall be made in English and sent by Registered Post, speed post

Our **GST REG No: 17AADCC2878C1ZS** CST No: Our TIN No: CENTRAL EXCISE REGN No: ECC.No: PAN No:
RANGE & COMMISSIONARATE: & , DIVISION: CORPORATE IDENTITY NUMBER: U26959ML2007PLC008279

SERVICE ORDER

PO Number : 4557001347 / 481

PO Date : 12.12.2023

and shall be directed by one party to the other party at its respective registered addresses as mentioned above.

30. Green Execution #The Contractor/Service Provider is responsible for performing work in compliance with all legal and other requirements of Environmental Management System, taking pollution control measures, controlling wastes, recycling and taking care of Occupational Health and Safety of all personnel as prescribed by law from time to time.

31. Severability: In the event any provision of this Order be held void, invalid or inoperative by any court of competent jurisdiction, the remaining provisions of this Order shall not be affected and shall continue in effect and force. The invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

32. Waiver: Either Party's failure to insist upon or enforce any provision of this Order shall not be construed as a waiver of any provision or right, nor will it constitute a waiver of any subsequent breach or default and will not act to amend or negate the rights of the waiving party. The rights of the parties pursuant to this Order shall be deemed cumulative such that the exercise of one shall not preclude the exercise of other.

33. DCBL Cement policy is committed to maintaining highest standard of health, safety and environmental management for its employees and contractors. DCBL Cement requires this standard to be maintained by all personnel working within its premises and sites.

These rules are not intended to restrict contractors or to relieve them of any of their legal obligations to ensure safe working procedures or contractual obligations.

Where doubt arises on any point regarding the application of these rules then advice must be sought from DCBL Plant management or the Safety Officer.

The contractor's acceptance of the Company's instructions to carry out the work includes acceptance of these rules for contractors. The attached declaration is required to be completed by the contractor as an acknowledgement of receipt and acceptance and a signed copy bearing the contractor's official stamp must be handed over to the Company prior to the commencement of any work.

COMMENCEMENT OF WORK

No contractor will be permitted to commence any work whatsoever on any of the Company's facilities without a valid official Purchase Order/ letter of intent or valid Contract first having been issued for the work to be carried out by the contractor.

SAFETY INDUCTION

Every contractor and employees shall receive safety induction before commencing work on any of the Company's facilities.

The minimum period for the induction is two (2) hours and will depend on the risks of the job and will be required to sign a commitment and submit one passport photo for the identity card.

Our **GST REG No: 17AADCC2878C1ZS** CST No: Our TIN No: CENTRAL EXCISE REGN No: ECC.No: PAN No:
RANGE & COMMISSIONARATE: & , DIVISION: CORPORATE IDENTITY NUMBER: U26959ML2007PLC008279

SERVICE ORDER

PO Number : 4557001347 / 481

PO Date : 12.12.2023

CONSULTATION

Before any work begins, the contractor must consult with the responsible Manager or his representative to discuss the safety aspects of the work to be done and to be advised of any local site rules. Should a problem arise during the course of the contract, which may have implications on the safe completion of the contract, the responsible Manager must be informed accordingly.

MANAGEMENT OF SAFETY AND GOOD WORKING PRACTICES

The contractor will provide the Company with a copy of its Health and Safety Policy and will also furnish evidence that adequate resources, in terms of time, funds, know-how and effort will be applied to ensure effective management of safety and good working practices throughout the work to be done.

The contractor will also ensure:

(a) Competence

That all its employees have sufficient knowledge and experience to carry out the work using good working practices and to account for the risks to themselves in order that the work can be carried out in a safe manner. Certification of competence will be required whenever possible. In particular, where a statutory requirement dictates a training record or certificate is required, these need to be shown to the responsible Manager prior to commencing work.

(b) Information, Instruction and Training

That all its employees are informed of any hazards which may exist at the place of work and that they receive such training as may be necessary to carry out the work safely and satisfactorily.

(c) Supervision

That all work undertaken by the contractor is at all times adequately supervised by the contractor's appointed supervisors or foremen.

REPORTING OF INCIDENTS

The contractor shall report accidents/incidents; near misses and dangerous occurrences to the responsible Manager immediately and work shall stop to protect the accident scene for investigation purpose. The manager shall help the contractor investigate the accident, review the risk assessment and share the learning with the team before the job commences. If the accident has caused permanent incapacitation the local relevant authority should be informed as per statutory requirement.

FIRST AID

Prior to the commencement of work, the contractor must establish with the Company all details of the first aid equipment available together with the contact person's telephone and hospital with casualty facility. In the absence of any provision by the Company, the contractor will make suitable arrangements consistent with the risks from the work to be done.

Our **GST REG No: 17AADCC2878C1ZS** CST No: Our TIN No: CENTRAL EXCISE REGN No: ECC.No: PAN No:
RANGE & COMMISSION RATE: & , DIVISION: CORPORATE IDENTITY NUMBER: U26959ML2007PLC008279

SERVICE ORDER

PO Number : 4557001347 / 481

PO Date : 12.12.2023

SECURITY

Contractors shall notify their arrival and departure on Company facility according to the laid down Company procedures. Entry onto the Company's facilities for contractors' personnel will only be allowed after issuing of contractor gate passes to each individual contractor's personnel in accordance with the rules of the Company's Safety and Security departments.

No gate passes will be issued to any contractor without a valid official Purchase Order.

The Company reserves the right to search contractors' vehicles, personnel or property entering, leaving or present on the Company's facilities. Any contractor found violating / breaching the Company's safety standards, rules and regulations is liable to sign the sanction policy statement.

Upon completion of the contract /work gate passes will be handed back to the security department for clearance. Where a contractor is discharged, the contractor should return the gate pass to DCBL.

EMERGENCY MANAGEMENT

The contractor will ensure that any uncontrolled event that has the potential to adversely affect people or the environment shall be acted upon and reported in accordance with site rules immediately e.g. fire, explosion, physical injury, oil spillage. The Company has provided local emergency response management plan details. The contractor will ensure that all his staff and sub-contractors are made aware of local emergency procedures and drill requirements. The Contractor or Sub-contractor must present a safety plan before commencement of work and all contractors and sub-Contractor must be trained on the safety Plan.

One safety Marshall for every 50 workers

PERMIT-TO-WORK & LOTO

Where permit-to-work and LOTO procedure apply, no contractor shall begin work without applying permit-to-work and LOTO procedure. The contractor must consult the supervisor to get proper authorization to apply permit-to-work and LOTO procedure.

PROTECTIVE EQUIPMENT AND STANDARDS

It is mandatory for all personnel working in DCBL plant/sites to wear protective safety footwear,

The following personal protective equipment's are mandatory on our sites

1. Safety helmet for head protection, all contractors are requiring wear Yellow Colour helmet at all time while working in DCBL Plant/ sites Standard EN 397.
2. High visibility Jackets: This is orange working garments /overall stitched with 3M High visibility reflective scotch light tape.
3. Eye protection this include spectacles and goggles and face shield according to Standard EN 166.
4. Safety boots Standard EN 20345
5. Seat belts contractor employees operating mobile equipment's in the factory and those supplying raw materials are subjected use seat belts while driving on the road.

Site specific mandatory personal protective equipment's

Respirators Make 3M 8710 / 8825 Standard EN 149 FFP1 /2

Hand gloves: There are different types gloves i.e. cotton, welding hand gloves, PVC etc. according standard EN 388

Our **GST REG No: 17AADCC2878C1ZS** CST No: Our TIN No: CENTRAL EXCISE REGN No: ECC.No: PAN No:
RANGE & COMMISSIONARATE: & , DIVISION: CORPORATE IDENTITY NUMBER: U26959ML2007PLC008279

SERVICE ORDER

PO Number : 4557001347 / 481

PO Date : 12.12.2023

- # Welding attires: Includes aprons, spurs and a welding suit
- # Safety harness EN 361
- # Hearing protection includes Muffs EN 352-1 and Ear plugs EN 352-2
- # Heat resistant aluminized suits

The above PPE#S are mandatory depending on the job

Contractors must provide their employees with suitable safety footwear, personal protective clothing as per DCBLPPE standard and The employer shall train the employees on use of the safety gears and ensure correct use.

Labour camp layout has to be submitted to DBCL prior to construction and no cooking allowed inside the room

NOTE: Contracted employed to provide catering service he or she shall be responsible shall ensure his employees have under gone annual medical examination as required by the law Shall ensure his employees are safe in the work place by proving them with shoes covering legs to prevent burns, Heat resistant gloves and suction fun to sack fumes in the kitchen and where employees have walk or serve tea in the factory they shall be required to wear High visibility reflective jacket and yellow colour helmets.

WORKING TOOLS AND EQUIPMENT

Contractors must ensure that all working tools and equipment are of sound construction and maintained in a safe condition. In the event that any tool or equipment becomes unsafe or defective it shall be removed from service immediately. The Company reserves the right to remove any contractor#s working tools or equipment that it deems are unsafe for use.

All portable electrical power tools must only be capable of operating at a power supply voltage of 240 volts AC, single phase. The only exceptions are portable welding machines, which are permitted for operation at a power supply voltage of 415 volts AC, three-phase.

Maintenance and storage of contractors# equipment and materials shall be the sole responsibility of the contractors. The Company will accept no responsibility for the theft or loss of contractors# equipment or materials from the Company#s site.

HANDRAILS, GUARDS AND FENCING

The removal of handrails, guards, fencing and other protection devices from the Company#s equipment or machinery is both highly dangerous and illegal; it is therefore strictly prohibited.

Guards, protection devices and other safety systems will only be removed from a machine with the agreement and consent of the Company and only after the machine has been switched off, isolated and locked out in accordance with the Company#s rules. Prior to any machine being re-commissioned, all guards, devices or systems will be replaced and secured in position.

CRANES, HOISTS AND LIFTING GEAR

Contractors who bring their own cranes, hoists and lifting gear to the Company#s sites will be required to comply with the

Our **GST REG No: 17AADCC2878C1ZS** CST No: Our TIN No: CENTRAL EXCISE REGN No: ECC.No: PAN No:
RANGE & COMMISSIONARATE: & , DIVISION: CORPORATE IDENTITY NUMBER: U26959ML2007PLC008279

SERVICE ORDER

PO Number : 4557001347 / 481

PO Date : 12.12.2023

statutory requirements relating to periodic testing and examination of such equipment and will provide copies of the appropriate documentation for checking by the Company.

All lifting equipment#s must be certified by Third Party & TPI certificate for respective State to be ensured.

Only second generation hydra to be used with wheel guards and wheel chokes

ACCESS EQUIPMENT

The contractor must ensure that any form of access equipment e.g. ladders, step ladders, scaffolds, access platforms used or intended for use is of sound construction, fit for the purpose and properly maintained in a safe condition. Access equipment must only be used in accordance with recognised practices and procedures. Such equipment should be regularly inspected in compliance with statutory requirements.

WORKING AT HEIGHTS

Where it is necessary to work at heights of more than 1.8 meters, precautions must be taken to prevent persons falling, i.e. safe hand and foot holds, safety harnesses, etc. Wherever working platforms are provided, handrails and toe boards must be fitted. No person is permitted to go onto any Company roof, ceiling or roof void without formal work at height permission (WAH) from the Company.

Where scaffolding is required, it must be erected by a competent scaffolder according to the statutory standards. After erection, scaffolding will not be used until inspected by the Company#s representative and a written approval issued for its use is displayed on the scaffolding. It is mandatory to use a safety harness when working on scaffolding.

All safety harnesses to be used by contractors# employees must be provided by their employer and the harness must be of an approved type with twin tail lanyard with two hocks. The adequacy of the proposed anchorage should be confirmed with the responsible Manager.

Fall protection (Life line and full body harness with double lanyard) to be ensured during height work activity.

MANUAL HANDLING OPERATIONS

Where there is a need for contractor#s staff to lift or move loads manually, the contractor will ensure that adequate consideration is given to the key elements of task, load, individual capability and the working environment to ensure that personnel are not put at risk by such operations.

WORK IN CONFINED SPACES

The term confined space has a wide definition and includes the following:

- # Any closed tank, silo or vessel
- # Large ducts
- # Enclosed drains or sewers
- # Kilns, mills, cyclones, separators and furnaces.
- # Equipment housing
- # Closed and unventilated rooms

The main risks to be considered with these are toxic, flammable or explosive gases, dust, fumes and vapours or an atmosphere deficient in oxygen. The possibility of engulfment should also be considered, together with any need for secure isolation of any feed mechanisms or pipe work servicing such confined spaces.

Our **GST REG No: 17AADCC2878C1ZS** CST No: Our TIN No: CENTRAL EXCISE REGN No: ECC.No: PAN No:
RANGE & COMMISSIONARATE: & , DIVISION: CORPORATE IDENTITY NUMBER: U26959ML2007PLC008279

SERVICE ORDER

PO Number : 4557001347 / 481

PO Date : 12.12.2023

This objective will be achieved by personnel not entering any confined space until a Permit to Work has been prepared and the necessary safe working procedure established with the Company well in advance of the work, which specifies the precautions, controls and relevant personal protective equipment. The agreed controls must be fully implemented.

BUILDING AND CONSTRUCTION WORK (INCLUDING DISMANTLING AND DEMOLITION)

All building and construction work must fully comply with the statutory standards which have been laid down for such work to be carried out. Particularly contractors are required to provide any relevant information for the safety file related to the work they are involved with and to discuss with the Company's representative on a regular basis during the course of such work.

EXCAVATIONS AND UNDERGROUND SERVICES

Prior to any excavation work on any Company site, the contractor must ensure that a written Permit To Work is prepared in consultation with the Company, indicating the location of any underground services such as electric cables, oil pipes, water pipes, gas mains, telecommunications networks, drains, sewers, etc. If the Company is not able to provide this information, then the contractor must not proceed until he can demonstrate to the Company that such services are satisfactorily located and identified. Appropriate excavation precautions must then be taken throughout the work. Aluminum ladder to be purchased for excavation work and hard barricading with two layer of all around the excavated pits.

FIRE PRECAUTIONS

All contractors shall familiarize themselves and their employees with the Company's firefighting equipment and precautions as well as emergency procedures.
Before leaving the Company's premises and sites, contractors must ensure that all naked lights and other ignition sources have been extinguished and electrical apparatus switched off.
The contractor and all its employees should be familiar and trained on the DCBL site emergency response plan.

WELDING AND FLAME/ARC CUTTING OPERATIONS

Prior to any welding or flame/arc cutting operation taking place, the contractor must demonstrate that risk assessment for flammable hidden hazards has been carried out and the precautions to be taken to prevent exposure to the hazards have been identified. Therefore, contractors are required to ensure that their employees are provided with personal protection and where necessary protective screens are erected.
In all instances where welding or similar work is taking place, the necessary Permit To Work conditions will be agreed with the responsible Manager beforehand. There will be readily available adequate means to fight a fire. Sufficient provision will be made for #end of work# checks for fire potential.
Fire blanket to be provided on LPG during gas cutting activity with NRV (Flashback Arrestor on both sides) & Trolley.

ELECTRICAL WORK

All work on electrical systems or equipment will be carried out #dead#, securely isolating the conductors to be worked

Our **GST REG No: 17AADCC2878C1ZS** CST No: Our TIN No: CENTRAL EXCISE REGN No: ECC.No: PAN No:
RANGE & COMMISSIONARATE: & , DIVISION: CORPORATE IDENTITY NUMBER: U26959ML2007PLC008279

SERVICE ORDER

PO Number : 4557001347 / 481

PO Date : 12.12.2023

on. #Live working# will not be permitted under any circumstances whatsoever.

If an electrical contractor is faced with exceptional circumstances outside the above criteria, which in his opinion requires work to be carried out #live#, he must consult with the responsible Manager who will make arrangements with the Company's Electrical section for the appropriate action to be taken.

All power tools test to be carried as per DCBL standard before using at site

Proper Electrical connections to be given for all power tools with ELCB & with proper Earthing.

SUBSTANCES HAZARDOUS TO HEALTH

No contractor will be permitted to carry out any activity whatsoever which might use or create substances that may be classified as hazardous to health.

NOISE

Contractors who bring their own plant and machinery onto any site must be able to provide information on noise levels emitted by their machines. Noise levels from contractor's activities must be fully considered in terms of their impact on contractor's personnel, the Company's staff and the neighborhood. If there is any doubt about the potential effects or the methods of control, the issues should be fully discussed with the Company.

The preferred method of control is by engineering means and contractors must ensure that this option is considered first.

If this is not possible, then it may be possible to control exposure to noise by shielding or minimising the exposure time.

The use of hearing protection must be seen as an absolute last resort.

Information on existing plant site noise levels will be provided by the Company. Where signs are located indicating #Ear Protection Zones#, then this means that noise levels exceed 85 dB(A) and suitable ear protection must be worn at all times when in those areas.

RADIATION

No radioactive substance may be brought on to any Company site or used by contractors in any process for conducting any tests unless notice of such intention is given in writing to the Company.

SITE VEHICLES

All site vehicles used on Company premises must be maintained in accordance with manufacturer's instructions and must comply with company standards. The Company reserves the right to ask for details of the last maintenance record of the vehicle. Vehicles used on site and their method of use must conform to local site rules.

Contractors' employees who drive on the Company's site must strictly adhere to the statutory requirements, rules and traffic signs existing on site and be fully aware of any transport routes which may apply, (e.g. One Way Road systems) and of any other Site Rules to which they must conform.

Contractors and their employees, whether as drivers or pedestrians, must observe local site rules and should always observe caution when in the vicinity of site vehicles. Pedestrian access routes provided must be used whenever possible.

HOUSEKEEPING

Waste and other debris from the contractor's working site must be prevented from accumulating and waste materials must be removed daily. All floors, steps, stairs, passageways, gangways and fire exits shall be kept free from any

Our **GST REG No: 17AADCC2878C1ZS** CST No: Our TIN No: CENTRAL EXCISE REGN No: ECC.No: PAN No:
RANGE & COMMISSIONARATE: & , DIVISION: CORPORATE IDENTITY NUMBER: U26959ML2007PLC008279

SERVICE ORDER

PO Number : 4557001347 / 481

PO Date : 12.12.2023

obstruction. Spillage must be promptly and adequately cleaned up, and constant attention maintained to prevent persons slipping, stumbling or falling.

SAFETY MANAGEMENT

DCBL has a responsible approach to the Safety and operates to clearly define safety policies. When operating on any Company site, contractors are deployed qualified safety officer.

Qualified Safety Officer (Minimum-05 yrs experience in field of safety with Diploma in any branch of engineering/B.Sc. with Diploma in Industrial Safety management. along with safety Supervisor depend on nos. of workers. For Example #If workmen#s no#s is less than 50 then deploy 01 safety officer. So as per DCBL Policy & Factory Act 1948 for every 50 no#s of workers need 01 safety supervisor for compliance of rules.

Ensure Safety induction of all the workers & employees before engaging at work

WELFARE

Where the Company#s facilities are not available, the contractor needs to make adequate welfare provisions for its employees.

ALCOHOL, DRUGS SMOKING & CHEWING

All personnel working on the company premises are expected to be alcohol, drug, smoking & tobacco chewing free. All personnel shall be subjected to alcohol tests.

**THE RESPONSIBILITY OF ISSUE OF E-WAY BILL WILL BE OF SUPPLIER, DISPATCHING THE MATERIAL
IRRESPECTIVE OF EX WORKS OR FOR DELIVERY TERMS**

END OF PO

THIS IS A COMPUTER GENERATED STATEMENT, SIGNATURE MAY NOT BE REQUIRED

For COSMOS CEMENTS LIMITED

Accepted unconditionally by GAUHATI UNIVERSITY

Authorised Signatory

Authorised Signatory (Sign & Seal)

Our **GST REG No: 17AADCC2878C1ZS** CST No: Our TIN No: CENTRAL EXCISE REGN No: ECC.No: PAN No:
RANGE & COMMISSIONARATE: & , DIVISION: CORPORATE IDENTITY NUMBER: U26959ML2007PLC008279



ICAR-National Bureau of Fish Genetic Resources



Canal Ring Road, P.O. Dilkusha, Lucknow - 226 002, U.P., India

G./SCSP/2020

27.10.2021

From: **Dr. L.K. Tyagi**
Principal Scientist
PME Cell
ICAR-NBFG, Lucknow

To,
Dr. D. Sarma
Professor
Department of Zoology
Gauhati University, Guwahati, Assam

Subject: Sanction letter for release of funds for ICAR-NBFG, Lucknow collaborative work with Aquaculture & Biodiversity Centre, Department of Zoology, Gauhati University and District Administration, Bongaigaon, Assam entitled 'Inclusive community empowerment through Co-management of Aquaculture Led Interventions under SCSP scheme to be implemented in Bongaigaon district, Assam'_reg.

Dear Dr. Sarma,

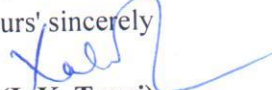
I am happy to inform you that under the collaborative programme with ICAR-NBFG, Lucknow, the Dept. of Zoology, Gauhati University, Guwahati and District Administration, Bongaigaon, Assam under the SCSP scheme of the Govt. of India, the following funds have been sanctioned and transferred to your university institutional account no. 10243131817 (SBI, Gauhati University Branch):

S.N.	Amount (Rs.)	Purpose	Bank Reference No.
1	3,88,000/-	For undertaking approved activities under above collaborative programme	CO92157915068 Transferred from our bank on 6-7 Oct.2021

You are requested to carry out the work components as per approved plan. Proper documentation of the identity proof of the beneficiaries, as well as, baseline data and photographs are required to be collected and maintained in scheme record file in both hard & soft copies, and provided to ICAR-NBFG, Lucknow in reports.

Kindly acknowledge receipt of this letter. Hope to have a very fruitful collaborative work.

Thanking you,

Yours' sincerely

(L.K. Tyagi)

Copy to: 1. Registrar, Gauhati University, Guwahati

**CONTRACT FOR CONSULTING FIRMS
AND OTHER SERVICE PROVIDERS**

GIZ Copy

giz Deutsche Gesellschaft
für Internationale
Zusammenarbeit (GIZ) GmbH

Contract no.: 83407899
Project: Schutz und nachhaltiges Management von
aquatischen Ressourcen im nordöstlichen
Himalaya, Indien
Processing no.: 18.9041.7-001.00
Processed by: Shimpa Kalra
Telephone:

Based on the General Terms of Contract (local) the present Contract is
concluded between the
Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH,
represented by

**German Development Cooperation
GIZ Office New Delhi
46, Paschimi Marg
Vasant Vihar
NEW DELHI - 110 057, INDIA**

(referred to hereinafter as "GIZ")

and

. Gauhati University

**Gopinath Bordoloi Nagar, Guwahati
14 Assam
India
0361-2570415**

(referred to hereinafter as "Contractor").

Deutsche Gesellschaft für
Internationale Zusammenarbeit (GIZ) GmbH

Registered offices
Bonn and Eschborn, Germany

Friedrich-Ebert-Allee 32+36
53113 Bonn, Germany
T +49 228 4480-0
F +49 228 4480-1785

Dag-Hammarskjöld-Weg 1-5
65760 Eschborn, Germany
T +49 6198 79-0
F +49 6198 79-1115

E info@giz.de
I www.giz.de

Registered at
Local court (Amtsgericht)
Bonn, Germany
Registration no. HRB 18384
Local court (Amtsgericht)
Frankfurt am Main, Germany
Registration no. HRB 12344
VAT no. DE 11381176
Tax no. 040 250 56973

Chairman of the Supervisory Board
Jochen Flasbarth, State Secretary

Management Board
Tanya Gönner (Chair)
Ingrid-Gabriela Hoven
Thorsten Schäfer-Gümbel

Commerzbank AG Frankfurt am Main
BIC (SWIFT) COBADE33XXX
IBAN: DE45 5004 0000 0598 9555 00

1. Purpose of the Contract

Adaptive research on Indigenous/endemic fish species of the North Eastern Region of India: inputs on threats and opportunities in protection and management for adapting to climate change.

2. Terms of Reference

The Contractor undertakes to perform the services listed in the Special Agreement (Annex 1).

3. Assignment of Personnel

In order to perform the services, it is anticipated that during the period from 27.06.2022 to 26.06.2023, the Contractor shall assign the following experts:

Dr. Dandadhar Sharma & Others as Experts

4. Reports/Appraisals

Reporting/Submission of the study/The handover of work is governed by the Special Agreement (see Annex 1).

5. Remuneration

For the performance of services, the Contractor shall be remunerated as follows:

Dr. Dandadhar Sharma & Others
Expert

1,224,000.00	INR	x up to	1.0 Expert day/s	
lump sum			up to	1,224,000.00 INR
Professional fee of experts; ref. special agreement.				

Per diem/ daily allowance

120,000.00	INR	x up to	1.0 Day/s	
lump sum			up to	120,000.00 INR
Per diem for 80 days on lumpsum.				

Accommodation

180,000.00	INR	x up to	1.0 Night/s	
------------	-----	---------	-------------	--

against provision of evidence
Stay for 50 nights on actuals; upto max. of INR 180,000/- up to 180,000.00 INR

Other costs
2,300,000.00 INR x up to 1.0 without quantity
lump sum against proof of performance up to 2,300,000.00 INR
Equipment/Training/Consumables against proof of performance.

Other costs
250,000.00 INR x up to 1.0 without quantity
lump sum Institutional overhead; Lumpsum. up to 250,000.00 INR

Travel expenses
90,000.00 INR x up to 1.0 without quantity
against provision of evidence up to 90,000.00 INR
Local Travel on actuals; upto max. of INR 90,000/-

Total remuneration
(in words: Forty One Lac and Sixty Four Thousand Only.) up to 4,164,000.00 INR

All costs incurred in connection with the performance of the services are deemed settled herewith.

The tax provisions are listed in the Special Agreement in the section entitled "Other Provisions".

6. Payments

Payment of the remuneration agreed on in Section 5 shall be effected, depending on the type of remuneration, following the performance of services, submission of reports (see Special Agreement), acceptance of services performed, and invoicing.

Advance payment after signing of the Contract and written request for payment anticipated at 27.06.2022 up to 1,041,000.00 INR.

Interim payment after settlement of services provided:

	<u>Anticipated date</u>	<u>Payment up to (INR)</u>
1.	31.10.2022	1,041,000.00
2.	28.02.2023	1,041,000.00

Final payment after final invoice anticipated by 26.06.2023 up to 1,041,000.00 INR.

The invoice must be submitted as 1 original with 1 copy(ies).

7. Other provisions

- 7.1 The original vouchers must be submitted for all items of the Contract for which documentary proof is required.
- 7.2 The Contractor shall carry out project accounting in keeping with the principles of proper bookkeeping.
- 7.3 GIZ shall have an unrestricted right to examine the project accounts at any time. This shall not affect the obligation of the Contractor to submit original vouchers.

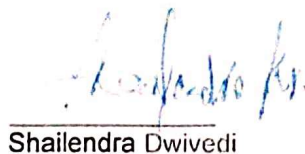
8. General Terms of Contract

- 8.1 The Special Agreement shall constitute an integral component of the Contract.
- 8.2 The General Terms of Contract (local) shall constitute an integral component of this Contract. The Contractor hereby declares that it is familiar with the General Terms of Contract (local).
- 8.3 The Contract shall be drawn up in 2 originals. The Contractor shall receive one original.
- 8.4 All modifications to this Contract shall be made only in writing.

New Delhi, India,

For the GIZ


Punam Gupta


Shailendra Dwivedi

place date


30/4/22

Gauhati University
REGISTRAR
Gauhati University
Gopinath Bardoloi Nagar
Guwahati - 781 014

Annexes

- 1. Special Agreement
- 2. General Terms of Contract (local) enclosed/known



Ref No.: COE/PROJ/31/5050

Date: 01.05.2023

Department of Geological Sciences
Gauhati University
Guwahati, Assam- 781014
Prof. Bikash Gogoi
E-mail: bikash.gogoi@gauhati.ac.in

Sub: Letter of Award (LOA) of contract for Collaborative study with Gauhati University on "Outcrop sequence stratigraphy in the Naga Schuppen Belt and Inner Fold-Belt of Nagaland and Manipur".

Sir(s),

We refer to your project proposal dtd 14/12/2022 we have the pleasure in awarding you our firm **Contract No. 6209157** for the above described service, at a total estimated contract cost of **Rs. 15,07,000.00 (Rupees Fifteen Lakhs Seven Thousand only)** inclusive of all taxes and duties but exclusive of GST which will be extra to OIL's account. The charges related to the contract will be as follows:

Sl No.	Description	UOM.	Qty.	Unit Rate (Rs.)	Amount (excl. GST) (Rs.)
01	Cost for Field Work, travel and lab visit	LSM	1	5,50,000.00	5,50,000.00
02	Cost of Manpower: Project Associate (PA) [1 No.]	LSM	1	Salary: @ 30,000/- per month for 2 years	7,20,000.00
03	Contingency charges	LSM	1	1,00,000.00	1,00,000.00
04	Overhead charges	LSM	1	10% of the Total amount excluding Fieldwork, Travel & Laboratory visits.	1,37,000.00
Total Estimated Contract Cost excluding GST (Rs.)					15,07,000.00

Bikash Gogoi
16-05-23
Dr. Bikash Gogoi
Professor
Dept. of Geological Sciences
Gauhati University

2.0 Duration of Contract: 2 (two) years w.e.f. 01.05.2023

3.0 Terms of Payment: Payment shall be released in the following manner and as per terms of payment mentioned under General Conditions of Contract:

- i. 20% of the total contract cost to be issued in advance (interest free & without any bank guarantee) immediately after award within two months, against submission of Invoice.
- ii. 20% of the total contract cost within 6 months from the date of award subject to satisfactory progress of the project (as certified by OIL), against submission of Invoice.
- iii. 20% of the total contract cost within 12 months from the date of award subject to satisfactory progress of the project (as certified by OIL) against submission of invoice.
- iv. 30% of the total contract cost within 18 months from the date of award subject to satisfactory progress of the project (as certified by OIL) against submission of invoice.
- v. 10% of the total contract cost within 24 months from the date of award after submission of final report subject to satisfactory completion (as certified by OIL) against submission of invoice.

4.0 Performance Security: Not Applicable

5.0 All terms and conditions will be guided by the General Conditions of Contract, Scope of Work/Special Conditions of Contract and Schedule of Rates are enclosed herewith as **Annexure-I**.

6.0 Please consider this LOA as a binding contract between you and OIL INDIA LTD. All attachment to this LOA is also an integral part of the contract. No separate agreement is required to be signed by you.

7.0 Please acknowledge receipt of this Letter of Award and return one copy of this letter duly signed and sealed by your authorized personnel as a token of acceptance.

Thanking you,

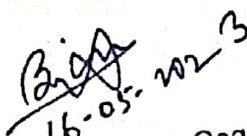
Yours faithfully,
Oil India Limited

**BALEN
BHARALI**

Digitally signed by
BALEN BHARALI
Date: 2023.05.13
08:18:35 +05'30'

Balen Bharali

**Dy. General Manager (Materials)-PL (i/c)
For Executive Director-PLS**


16-05-23
Dr. Bikash Gogoi
Professor
Dept. of Geological Sciences
Gauhati University



**MEMORANDUM OF UNDERSTANDING BETWEEN
OIL INDIA LIMITED
AND
GAUHATI UNIVERSITY, GUWAHATI**

Memorandum of Understanding is made on the 5th day, in the month of July, 2017 at Guwahati in the year two thousand Seventeen between

OIL INDIA LIMITED a company incorporated under the Companies Act, 1956 in India and having Registered Office at Duliajan, Assam-786602 & Corporate Office at OIL House, Plot.No.19 Sector-16A, Noida, Uttar Pradesh-201301, India, represented through its Executive Director (CoEES), hereinafter, referred to as "OIL" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns.

[Signature]
07/07/17

नियंत्रक
कम्प्यूटर विभाग, गुवाहाटी-14
Registrar
Gauhati University, Guwahati-14

And

Gauhati University, a premier institute of the State of Assam, established under Gauhati University Act, 1947, represented through the Registrar, Gauhati University, hereinafter, referred to as 'GU' which unless repugnant to the context would include their successors, assignees, agents and executors on the other part.

OIL and GU shall hereinafter referred individually as "party" and collectively as "Parties"

Whereas:

- A. **OIL** is a Navaratna Company under the Ministry of Petroleum & Natural Gas, Government of India, engaged in the business of exploration, production & transportation of crude oil & natural gas, extraction of liquefied petroleum gas and generation of wind and solar power in India and also having participating interest in hydrocarbon acreages in few other countries.
- B. **DEPARTMENT OF GEOLOGICAL SCIENCES, GU** has been pursuing the research on the areas of petroleum geology, sedimentology, palaeontology, coal, remote sensing, structure/tectonics and environmental studies and is willing to undertake the collaborative Research Programme with **OIL** as set out in details here under.
- C. Both OIL and GU recognize that there are complementary strengths and with a view to synergizing the respective strengths, the Parties agree that there is scope for mutual collaboration. The Parties also acknowledge complementary advantages available by virtue of which joint efforts can be made to establish mutual collaboration considering the business need of each other.
- D. WHEREAS OIL and GU are intending to collaborate in the following projects

Project1: "Study of hydrocarbon potential, depositional environment and geological mapping of the Disang-Barail transitional sequence in Assam, Nagaland and Arunachal Pradesh"

Project2: "Integrated palynofacies and magnetostratigraphic study of Bhuban Formation in some selected outcrops exposed in the central part of Mizoram"



পরিচালক
গৌহাটি বিশ্ববিদ্যালয়
Registrar
Gauhati University, Gauhati

Rubor Dui

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article-1 SCOPE OF THE PROJECTS

Project 1: this project is proposed to study the area covering the Schuppen Belt and the Inner Paleogene Fold belt of Assam-Arakan Basin. Also, this project deals with the organic geochemical and petrographical characters of the Disang-Barail transition of Assam and Nagaland to establish its hydrocarbon potential and depositional environment in different parts of the basin. The data will also be used for understanding depositional environment and facies variation in the Eocene-Oligocene Disang-Barail Sea. The various analyses and information are to be integrated with the geological understanding of the area.

Project 2: As southern extremity sub basin and extension of Kohima Synclorium of Assam Arakan Basin, Mizoram sub basin is known for its occurrences of clastic sequence Barail Group, Surma Group, Tipam Group and Recent Alluvium. Out of those sequences Surma Group developed extensively followed by Barail Group, Tipam and Alluvium development. Surma Group of rock in Mizoram sub basin is also lithostratigraphically subdivided into two formations of which Bhuban Formation is older and BokaBil Formation is younger. The main object of this study is to establish a high resolution stratigraphy of Bhuban formation on certain observable characteristics in Mizoram using magneto stratigraphic study.

ARTICLE-2 OBJECTIVES OF PROJECTS:

Project 1:

- a) Lithological mapping and construction of the lithological column along at least four road sections across the Naga Schuppen Belt and Inner Paleogene Fold Belt.
- b) Collection of subsurface samples for the organic geochemical and petrographic study from a depth of one meter by coring.
- c) Study of organic geochemistry and petrography of the Disang-Barail rocks sampled from the road sections.
- d) Study of depositional environment of the Barail-Disang transition based on the organic geochemistry and petrography.
- e) Study of organic matter types and maturity of the rock formations.

পৰ্বতী বিশ্ববিদ্যালয়, গুৱাহাটী
Registrar
Garhathi University, Guwahati-14

- f) Preparation of organic matter richness and maturity maps of the proposed study area.
- g) An attempt would be made to understand the transitional boundary between the Disang and Barail groups based on organic geochemistry and petrography.
- h) Preparation of geological maps of the entire region with inputs from other Investigators and already published geological maps and literatures.

Project 2:

- a) To study lithofacies characteristics of Bhuban Formation in some selected outcrops exposed in the central part of Mizoram, NE India and geological mapping of the same.
- b) To study the palynofacies characteristic of the Bhuban Formation of the mapped sections.
- c) To generate magnetostratigraphic data base for the studied sections of the Bhuban Formation.

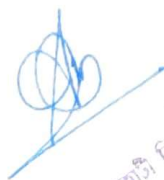
Article-3 JOINT COORDINATION TEAM

- a) For the purpose of coordinating the activities between the parties under this MoU and to explore opportunities relating to each mutually agreed activity, a Joint coordination Team, herein after referred to as "JCT" shall be formed upon execution of the MoU
- b) The mandate of JCT shall be outlining the technical scope of work, ascertain commercial aspects, defining project timelines and deliverables thereof.
- c) The JCT will comprise of six members with 4 members nominated from OIL and 2 members nominated from GU.
- d) The JCT shall endeavor to take decisions unanimously.
- e) The JCT will be in constant touch through electronic medium and shall meet atleast twice a year to identify and firm-up specific projects/activities.

Article-4 CAPITAL ITEMS

The items/Instruments, procured for use during the project by GU and which are capital in nature may be returned to OIL after completion of the Projects. OIL however may decide to offer these items to the University/Institute as a goodwill gesture.

Ruba Devi



মিঃ
সত্যজিৎ বিশ্বাস
Registrar
Guwahati University, Guwahati

Article-5 CONFIDENTIALITY

- 5.1 Subject to each Party's confidentiality undertaking in the relevant agreements entered with their respective third party(ies), the Parties, their affiliated parties and their respective nominees / employees or consultants may during the course of implementation of various projects / activities covered under this MoU having access to proprietary information of the other Party considered confidential, classified, restricted or secret, whether specified to be confidential or not required under this MoU. The Parties undertake that they or their respective nominees / employees / authorized agents shall at all times protect the confidentiality of such information.
- 5.2 Each party shall remain liable for the breach of obligations under this Article by its nominees / employees / authorized agents. The Parties hereto shall cause their respective nominees / employees to protect the confidentiality of the said information.
- 5.3 Without limitation to the foregoing, each of the Parties agree that it shall not divulge any commercial, trade or technical information of the disclosing Party marked as confidential to the third parties, without prior consent of the disclosing Party which shall not be unreasonably delayed or withheld, except if:
- a) At the time of, or after the disclosure, such information is, or comes, in public domain, due to reason other than breach of confidentiality by the receiving Party;
 - b) Such information was in the possession of the receiving Party without any commitment to keep such information as confidential as prior to the disclosure by the disclosing Party;
 - c) Disclosed to receiving Party by a third party, which as per the knowledge of such Party, is not bound by any confidentiality obligation towards any other Party, after disclosing Party has disclosed such information;
 - d) Disclosure is required under applicable law – judicial or quasi judicial order or direction from any regulatory or administrative authority.
- 5.4 No Party shall, except without prior consent of the other Party, use, disclose or reproduce any information contributed to or resulting from the projects / activities for any purpose other than the pursuit and the development of the project. The aforesaid confidentiality undertaking shall survive the termination of this MoU and shall remain valid and in full force and effect for a period of 3(three) years from the effective date of such termination.
- 5.5 Notwithstanding above, the university/ faculties/project assistants along with OIL however, may publish technical papers based on the acquired data in the field.

Ruba Dini

[Signature]

Registrar
Quwahar University, Quwahar

Article-6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Intellectual Property (IP) arising out of collaborative projects / activities undertaken under this MoU shall be jointly held in the name of OIL and GU wherein OIL will be the first Party, mentioning inventors from both the sides. OIL will be responsible to file, maintain and defend the IP against any claim and / or possible encroachment using its resources. However, technical support if required to defend any claim and / or possible encroachment will be provided by GU.
- 6.2 The right to first use of IPR / Patent / Technology developed through this collaboration for its commercial exploitation shall rest with OIL and its subsidiaries.
- 6.3 Both the Parties shall have full right to transfer / assign / license the product / process technology developed to a third party after prior written consent of the other Party. In case of generation of profit by its uses from any third party, the same will be shared between both the Parties in equal proportion after recovery of expenses / investments in developing the product / process technology by the Parties.

Article-7 RESPONSIBILITIES

- 7.1 As the intent of the Collaboration involves research programme of a very collaborative nature, the OIL and the GU will each be responsible for conducting their portion of the collaborative research and will be specified in the individual projects to be undertaken in accordance with high scientific standards of science and technology.
- 7.2 Neither the OIL nor the GU will be responsible to the other party for any losses that either party may suffer during the research work or from using the results of the collaborative research.
- 7.3 Both the OIL and the GU will be individually responsible for insuring their own premises, equipment and personnel for any claims that may arise from conduct of the collaborative research and from use of the results of the collaborative research.

Article-8 DURATION AND TERMINATION

- 8.1 The MoU will be effective on the date of signing by the last party ("effective Date") and shall remain valid for an initial period of 3(three) years unless terminated by either party or extend mutually, in writing by giving 60(sixty) days advance notice.

Ruben Dini

[Signature]

পঞ্জীয়ন
কৃতবিদ্যালয়, গুৱাহাটী-১
Registrar
Guwahati University, Guwahati-1

8.2 After termination of the MoU, either Party shall not claim any damage/ compensation/loss on account of termination of the work, however termination of MoU shall no way affect ongoing Projects.

8.3 In the event of termination, OIL and GU shall take all necessary steps to effect the orderly completion/termination of the projects/activities in progress in accordance with respective obligations governing the implementation.

8.4 Upon termination, no Party shall use the confidential information, assimilated during operation of this MoU for developing Projects/activities of similar nature and competitive to business interests of other Party within 2(Two) years from the effective date of termination of this MoU. However, Parties may use the confidential information required for the purpose of completion of ongoing Projects.

Article-9 PAYMENT TERMS AND CONDITIONS:

OIL shall make payments to GU as per the agreed rates and terms referred below.


9.1 GU shall submit three (3) sets of all invoices to OIL for processing the payment.

9.2 GU shall raise invoices as per the payment schedule given below for the jobs done which is certified by JCT members.

9.3 OIL shall within 30 days of receipt of the invoice notify GU 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 undisputed portion within 30 days. Processing and payment of undisputed invoices shall not preclude OIL from raising any dispute at a later date if discrepancies are noticed subsequently.

9.4 GU shall maintain complete and correct records of all information on which GU's invoices are base upto 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.

9.5 The rates that are agreed by the parties and payable by OIL to the GU towards full and proper completion of the mentioned two projects in line with the provisions of this MoU are as follows:


गौरीगंगा विश्वविद्यालय, गुवाहाटी
Registrar
Gauhati University, Guwahati

Ruba Devi

Project 1 cost details:

SI No	Head	Rate	Total
1	Fieldwork expenses, including hiring vehicle, TA & DA of the Project Investigators and Project Assistants, visit to laboratories, hiring man power, local facilitator etc.	@ Rs. 1.5 lakhs per section for 4 lithological sections	6,00,000/-
2	Salary for Project Assistants	Rs. 20,000 + 15% HRA for 2 project assistants for 2 years	11,04,000/-
3	Equipments Portable hand drill with Accessories		3,00,000/-
	Pulverizing machine, minor equipments and accessories		2,00,000/-
	A Laptop computer		65,000/-
4	Contingency (including cost of Lab and office consumables, minor equipments, secretarial assistance etc.), report preparation	Lumpsum	3,00,000/-
	RockEval, GC-MS/Ms, Elemental analysis and Organic Petrography	Analysis will be carried out at CoEES, Guwahati	
5	Hiring services of a person trained in Geoinformatics (with M.Sc. in Geology) for digitization and map compilation, hiring service of Consultants for reviewing works done by different universities and meeting the cost of compilation of all works done by the different universities under the Industry-Academia project of the Oil India Ltd.	Lump sum	5,00,000/-
6	Total		30,69,000/-
5	University overhead	@ 10% of total	3,06,900/-
6	Grand total		33,75,900/-

Project 2 cost Details:

SI No	Head	Rate	Total
1	Fieldwork expenses, including hiring vehicle, TA & DA of the project investigators and project assistants, visit to laboratories, hiring man power, local facilitator etc.	Lump sum	5,00,000.00
2	Salary for Project Assistants	Rs. 20,000 + 15% HRA for 2 Project Assistants for 2 years	11,04,000/-

Reba D

অধ্যক্ষ
কলিকাতা বিশ্ববিদ্যালয়
Registrar
Kolkata University, Guwahati

3	Equipments	3,50,000/-	3,50,000/-
	One Portable hand drill with tools		
	One Laptop	70,000/-	70,000/-
	One Digital camera	35,000/-	35,000/-
	One Fume Hood	1,50,000/-	1,50,000/-
4	Magnetostratigraphic sample analysis (costs including TA and DA for visiting laboratories and sample preparation and analysis)	Lump sum	3,45,000/-
5	Contingency (including cost of Lab and office consumables, minor equipments, glassware's, secretarial assistance etc.)	5,00,000	5,00,000/-
6	Total		30,54,000/-
7	University overhead	@10% of total	3,54,000/-
6	Grand total		33,59,400/-

Article-10 PAYMENT SCHEDULE:

Payment to GU shall be made by OIL as under against invoices of each project to be raised in triplicate. All payments shall be made through bank in favor of the Registrar, Gauhati University.

SI No.	Phase	Activities	Time Schedule for each phase	Amount to be paid after completion of each phase
1	Phase 1	Signing of MoU, Lab visit, recruitment of Project Assistant, Base map preparation and purchase of equipment	Within 1 month of start of the project	30% of total
2	Phase 2	Purchase of equipment and geological fieldwork	Within 4 months of start of the project	20% of total
3	Phase 3	Lithological mapping and construction of the lithological column along selected road sections; sample collections, organic geochemical, petrographical and palynological analysis of samples; submission of annual progress report.	Within 12 months of start of the project	20% of total
4	Phase 4	Lithological mapping and construction of the lithological column along selected road sections; sample collections, organic geochemical, petrographical and palynological analysis of samples; magnetographic sample analysis	Within 18 months of start of the project	20% of total

Ruba Devi



Registrar
Gauhati University

5	Phase 5	Correlation of lithological sections, preparation of geological maps, submission and Integration of final reports (All Universities' project)	Within 24 months of start of the project	10% of the total
---	---------	---	--	------------------

Article-11 SETTLEMENT OF DISPUTES AND JURISDICTION

11.1 In the event of any difference or dispute arising out of interpretation or application of the provisions of this MoU, the parties shall immediately consult each other with the view to expeditiously resolve such differences or disputes spirit of mutual understanding and co-operation. In case differences or disputes persist, the differences/disputes shall be referred to senior management of Parties for further review. In the event, the Parties cannot resolve the differences within 45(Forty-five) days, the dispute(s) shall be referred to a Sole Arbitrator to be appointed by OIL with the consent of the GU as per the provisions of Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding upon both the parties. The Place of Arbitration shall be Guwahati.

11.2 The Courts of Guwahati shall have the sole and exclusive jurisdiction to adjudicate ant dispute arising out of and during the continuation of the MoU.

Article-12 NON BINDING OBLIGATIONS

It is understood and agreed by the Parties that the understanding set out in this MoU embody the declaration of the intentions of the Parties and are not intended to be any legally binding commitments of the Parties except the obligations under Confidentiality and Arbitration.

Article-13 RESOLUTION

13.1 The parties resolve to act in good faith and in accordance with the spirit of MoU to implement the provisions in accordance with the natural desire and interest of the Parties. No amendment to this MoU shall be valid unless made in writing and agreed by the both Parties.

13.2 Each Party enters into this MoU as an independent Party and not as Partner, representative, agent or employee of the other. This MoU does not create or constitute either Party to be a Joint venture, partnership, agent, employee or fiduciary of the other.

গোষ্ঠী প্রতিনিধিত্ব, গুৱাহাটী
Registrar
Garhath University, Guwahati

Suba Dui

Article-14 NOTICES

Any notices, under this Memorandum of Understanding / Agreement will be delivered as follows:

FOR OIL

Executive Director (CoEES)

Oil India Limited

Rukminigaon G S Road, Guwahati 781022

FOR GU

Registrar

Gauhati University,

Guwahati-781014, Assam

Now, therefore, this Memorandum of Understanding is executed and signed in the presence of following witness(s) on the day, month and year cited herein above.

For and on behalf of
Oil India Limited

Rakesh Dini
Signature:

In the presence of:

कार्याकारी निर्देशक
Executive Director (CoEES)
ऊर्जा अध्ययन का उत्कृष्ट केन्द्र
Centre of Excellence for Energy Studies
ऑयल इंडिया लिमिटेड
OIL INDIA LIMITED
गुवाहाटी/Guwahati-781022

Witness

1.

Neeeraj
(N. Mathur)

2.

Ranj
(Rajumori Saekha)



For and on behalf of
Gauhati University

[Signature]
Signature: 7/07/17

In the presence of:

Witness

1.

[Signature]
7.07.2017
(PARAG PHUKAN)

2.

[Signature]
ASSOCIATE PROFESSOR
Department of Anthropology
Gauhati University



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

PIPELINE HEADQUARTERS
P.O. UDAYAN VIHAR, GUWAHATI - 781171
E-MAIL: balen_bharali@oilindia.in
Contact: 0361-2595680

Ref No.: COE/PROJ/31/5047

Date: 01.05.2023

Department of Geological Sciences
Gauhati University
Guwahati, Assam- 781014
Prof. Sarat Phukan
E-mail: saratphukan@gauhati.ac.in

Sub: Letter of Award (LOA) of contract for Collaborative study with Gauhati University on “Litho-structural analysis and identification of potential zones of petroleum seepages in parts of the Naga Schuppen Belt, Assam-Arakan Basin: A Remote Sensing and Field Techniques Approach”

Sir(s),

We refer to your project proposal dtd 14/12/2022 we have the pleasure in awarding you our firm **Contract No. 6209160** for the above described service, at a total estimated contract cost of **Rs. 14,52,000.00 (Rupees Fourteen Lakhs Fifty Two Thousand only)** inclusive of all taxes and duties but exclusive of GST which will be extra to OIL's account. The charges related to the contract will be as follows:

S/No.	Description	UOM.	Qty.	Unit Rate (Rs.)	Amount (excl. GST) (Rs.)
01	Cost for Field Work, travel and lab visit	LSM	1	5,00,000.00	5,00,000.00
02	Cost of Manpower: Project Associate (PA) [1No.]	LSM	1	Salary: @ 30,000/- per month for 2 years	7,20,000.00
03	Contingency charges	LSM	1	1,00,000.00	1,00,000.00
04	Overhead charges	LSM	1	10% of the Total amount excluding Fieldwork, Travel & Laboratory visits.	1,32,000.00
Total Estimated Contract Cost excluding GST (Rs.)					14,52,000.00

2.0 Duration of Contract: 2 (Two) years w.e.f. 01.05.2023

3.0 Terms of Payment: Payment shall be released in the following manner and as per terms of payment mentioned under General Conditions of Contract:

- i. 20% of the total contract cost to be issued in advance (interest free & without any bank guarantee) immediately after award within two months, against submission of Invoice.
- ii. 20% of the total contract cost within 6 months from the date of award subject to satisfactory progress of the project (as certified by OIL), against submission of Invoice.
- iii. 20% of the total contract cost within 12 months from the date of award subject to satisfactory progress of the project (as certified by OIL) against submission of invoice.
- iv. 30% of the total contract cost within 18 months from the date of award subject to satisfactory progress of the project (as certified by OIL) against submission of invoice.
- v. 10% of the total contract cost within 24 months from the date of award after submission of final report subject to satisfactory completion (as certified by OIL) against submission of invoice.

4.0 Performance Security: Not Applicable

5.0 All terms and conditions will be guided by the General Conditions of Contract, Scope of Work/Special Conditions of Contract and Schedule of Rates are enclosed herewith as **Annexure-I**.

6.0 Please consider this LOA as a binding contract between you and OIL INDIA LTD. All attachment to this LOA is also an integral part of the contract. No separate agreement is required to be signed by you.

7.0 Please acknowledge receipt of this Letter of Award and return one copy of this letter duly signed and sealed by your authorized personnel as a token of acceptance.

Thanking you,

Yours faithfully,
Oil India Limited

Balen Bharali
Dy. General Manager (Materials)-PL (i/c)
For Executive Director-PLS

GENERAL CONDITIONS OF CONTRACT

1.0 APPLICABILITY, DEFINITION & INTERPRETATION

1.1 Applicability

All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC] and/or BEC/BRC. Furthermore, in the event if there is any conflict between the Principal text of the Agreement and the Appendixes, the Principal text will prevail.

1.2 Definition & Interpretation

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

1.2.1 COMPANY/OIL/Operator:

Shall mean Oil India Limited [OIL] a public sector undertaking, incorporated under COMPANY's Act 1956 having its registered office at Duliajan-786602, Assam, India and includes its successor and permitted assigns.

1.2.2 CONTRACTOR:

Shall mean the person or persons, firm or COMPANY or corporation incorporated in India or abroad, who has been awarded with the contract and includes contractor's legal representatives, his successors and permitted assigns.

1.2.3 Contract:

Shall mean a written agreement between the COMPANY and the CONTRACTOR for execution of the services/works including all contract documents and subsequent amendments, if any.

1.2.4 Site:

Shall mean the place in which the operations/services are to be carried out or places approved by OIL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

1.2.5 COMPANY's Site Representative/Engineer:

Shall mean the person or the persons appointed by the COMPANY from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

1.2.6 Sub-Contract:

Shall mean order/contract placed by the CONTRACTOR for any portion

of the CONTRACT or work sublet with necessary written consent of COMPANY on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

1.2.7 Sub-Contractor:

Shall mean any person or firm or COMPANY (other than CONTRACTOR) to whom any part of the work has been entrusted by CONTRACTOR, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or COMPANY).

1.2.8 Contractor's Representative:

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the COMPANY as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

1.2.9 Contract Price/Value:

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted in tender and/or the contract rates as payable to the CONTRACTOR for the entire execution and completion of the services/works, including amendments/modification/change order issued by the COMPANY.

1.2.10 Firm price:

The prices will remain unchanged, except for statutory changes, during currency of the CONTRACT unless specifically agreed to in writing by COMPANY.

1.2.11 Service/Works/Operations:

Shall mean and include all items and things to be supplied/done and all work/Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract.

1.2.12 Equipment/Materials/Goods:

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the COMPANY for/under the CONTRACT and amendments thereto.

1.2.13 Drawings:

Shall mean and include all Engineering sketches, general arrangements/layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto.

1.2.14 Specifications:

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and

manner of performing the services and qualities of the service/materials to be provided under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

1.2.15 Engineer In-charge (EIC):

Shall mean the person designated from time to time by the COMPANY and shall include those who are expressly authorized by the COMPANY to act for and on its behalf for operation of the contract.

1.2.16 Inspectors:

Shall mean any person or outside Agency nominated by COMPANY to inspect equipment, materials and services, if any, in the CONTRACT (stage wise as well as final) as per the terms of the CONTRACT.

1.2.17 Tests:

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT, considered necessary by the COMPANY or their representative to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

1.2.18 Approval:

Shall mean and include the written consent duly signed by COMPANY or their authorized official in respect of all documents, drawings or other particulars in relation to the CONTRACT.

1.2.19 Day:

Shall mean a calendar day of twenty –four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

Means any day which is not declared to be holiday by the COMPANY.

1.2.23 Bid/offer:

Shall mean the proposal/Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.

1.2.24 Guarantee:

Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT.

1.2.25 Mobilization:

Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.

1.2.26 De-mobilization:

Shall mean the removal of all items forming part of the mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.

1.2.27 Willful Misconduct:

Shall mean 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 of the Company or Third Party.

1.2.28 Gross Negligence:

Shall mean 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 unjustifiable 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.

1.2.29 Criminal Negligence:

Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.

1.2.30 GST Legislations:

‘GST legislations’ means ‘any or all of the following legislations as may be applicable to the CONTRACTOR and OIL:

- (A) The Central Goods & Services Tax Act, 2017;
- (B) The Integrated Goods & Services Act, 2017;
- (C) The Union Territory Goods & Services Tax Act, 2017;
- (D) The respective State Goods & Service Tax Acts’
- (E) The Goods and Services (Compensation to States) Act, 2017
- (F) The Customs Act and the Customs Tariff Act.
- (G) Any other applicable Act related to GST

2.0 CONTRACT DOCUMENT:

- 2.1 Governing language:** The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.
- 2.2 Entire Agreement:** The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.
- 2.3 Amendment in CONTRACT:** No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.
- 3.0 WAIVERS AND AMENDMENTS:**
- 3.1 Waivers:** It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.
- 3.2 Change Program:** It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling Programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.
- 4.0 CONTRACT TIMELINE:**
- 4.1 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. All terms and conditions of the contract shall come into force with the date of issuance of LOA.
- 4.2 Date of Commencement of Operation:**
The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision

[Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.

4.3 Duration of the contract:

The contract shall be valid for a period as defined in the LOA and Special Conditions of Contract [SCC].

5.0 SCOPE OF WORK/CONTRACT:

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and Appendices.

6.0 GENERAL OBLIGATION OF CONTRACTOR:

CONTRACTOR shall, in accordance with and subject to the terms and conditions of this Contract:

- 6.1** Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.
- 6.2** Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.
- 6.3** 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.
- 6.4** Comply with all applicable statutory obligations specified in the contract.
- 6.5** 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.
- 6.6** CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, 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.
- 6.7** 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.

7.0 GENERAL OBLIGATION OF COMPANY:

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

7.1 Pay CONTRACTOR in accordance with terms and conditions of the contract.

7.2 Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.

7.3 Perform all other obligations required of COMPANY by the terms of this contract.

8.0 DUTIES AND POWER/AUTHORITY:

8.1 OIL's site representative/engineer:

The duties and authorities of OIL's site representative/engineer are to act on behalf of OIL for:

- (a) Overall supervision, co-ordination and Project Management at site.
- (b) Proper and optimum utilization of equipment and services.
- (c) Monitoring of performance and progress
- (d) Commenting/countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- (e) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
- (f) Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

8.2 CONTRACTOR's representative:

- (a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.
- (b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
- (c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures,

performance, reports and records pertaining to works.

- (d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

9.0 Personnel to be deployed by contractor:

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

- 9.1** The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its 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 15 days from the date of issuance of notice without affecting the operation of the COMPANY.
- 9.2** 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 Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.
- 9.3** However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.
- 9.4** CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

10.0 PERFORMANCE SECURITY:

- 10.1** On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft/Cashier's cheque/Banker's cheque*/ NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:
- 10.2** 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 CONTRACTOR/service provider, or
- 10.3** In case of foreign CONTRACTOR/service provider, 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.

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 Scheduled Bank of India at the request of some other Non-Schedule Bank of India shall not be acceptable.

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

Full address.

Branch Code.

Code Nos. of the authorized signatory with full name and designation.

Phone Nos., Fax Nos., E-mail address.

- 10.5** The domestic CONTRACTOR/service provider(s) 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.
- 10.6** The foreign CONTRACTOR/service provider(s) 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.
- 10.7** The Performance Security shall be denominated in the currency of the contract.
- 10.8** The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. 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.
- 10.9** The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.
- 10.10** The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.11** Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and

forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

#Subject to credit in OIL's account within prescribed time

*The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 3 months.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and/or in the event of termination of the contract under provisions of Integrity Pact and/or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

11.0 SIGNING OF CONTRACT:

- 11.1** The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA as well as GCC & SCC as prescribed in the Tender, shall remain binding amongst the two parties. 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. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

12.0 CLAIMS, TAXES & DUTIES:

12.1 Claims:

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of COMPANY. COMPANY may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

12.2 Notice of claims:

CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

12.3 Taxes:

- 12.3.1** CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPANY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.
- 12.3.2** 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.
- 12.3.3** CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.
- 12.3.4** 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. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 12.3.5** 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.
- 12.3.6** 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.
- 12.3.7** Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.
- 12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.3.9** CONTRACTOR shall provide all the necessary compliances/invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

12.3.10 The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:

- (i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR).
- (ii) Name and Address and GST Registration Number of the Service Receiver (Address of OIL).
- (iii) Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess).

12.3.11 In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

12.3.12 The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.

12.3.13 OIL would not accept any invoice without its GSTIN mentioned on the invoice

Note: *CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.*

12.4 Goods and Services Tax:

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

12.4.2 Where the OIL is entitled to avail the input tax credit of GST:

OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

12.4.3 Where the OIL is not entitled to avail/take the full input tax credit of GST:

OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

12.4.4 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. Any error of interpretation of applicability of taxes/duties by the CONTRACTOR shall be to CONTRACTOR's account.

12.4.5 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

12.4.6 Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.

12.4.7 Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.

12.4.8 Claim for payment of GST/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

12.4.9 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

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

12.5 Anti-profiteering clause

12.5.1 As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.

12.5.2 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to

deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

13.0 CUSTOMS DUTY, IF APPLICABLE:

- 13.1.1 CONTRACTOR shall be responsible to import the equipment/tools/spares/consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.
- 13.1.2 CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.
- 13.1.3 Above clause is to be read with Customs Duty Clause in SCC, if any.

14.0 INSURANCE:

- 14.1** CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.

- 14.2** Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 14.3** 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.

- 14.4** 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.

14.5 Certificate of Insurance:

Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:

- a) Kinds and amounts of insurance as required herein
- b) Details of coverage
- c) Insurance corporation or companies carrying the aforesaid coverage
- d) Effective and expiry dates of policies
- e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
- f) Waiver of subrogation endorsement has been attached to all policies and
- g) The territorial limits of all policies.

- 14.6** Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.

- 14.7** If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

- 14.8** Contractor on demand from Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

CONTRACTOR shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR and its personnel as well deputed under this CONTRACT during the entire period of their engagement in connection with this CONTRACT including extensions if any. The CONTRACTOR shall also carry adequate insurance cover against damage/loss to third party person/property. OIL will have no liability on this account.

14.9 Principal Assured

The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance):

"Oil India Limited, and CONTRACTOR's name (as appearing in the Contract /LOA)".

14.10 Waiver of subrogation:

All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees".

14.11 Deductible:

The CONTRACTOR shall take policy with minimum deductible as per IRDA prescribed for the policy(ies). That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

14.12 Compliance with Sec 25(1), of "The General Insurance Business (Nationalization) Act 1972"

Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is reproduced below:

"No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government".

The above requirement of aforesaid Act needs to be complied with by the CONTRACTOR wherever the aforesaid provisions of Act apply, and compliance confirmations submitted.

14.13 Loss Payee Clause:

The Insurance Policies should mention the following in Loss Payee Clause:

"In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".

14.14 On account payment to OIL in case of claim

In case any loss or damage happen and where OIL's interest is involved, OIL reserves the right to recover the loss amount from the CONTRACTOR prior to final settlement of the claim.

14.15 CONTRACTOR shall require all of its SUB-CONTRACTORs to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.**14.16** CONTRACTOR shall at all time during the currency of the contract provide,

pay for and maintain the following insurance amongst others:

- i) **Workman Compensation and/Employers' Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial General Public 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.
- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of all CONTRACTOR's items to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- viii) **Any other insurance policy set forth in the SCC**

Note: An undertaking by the service provider has to be mandatorily provided during the Mobilization time that they have taken all the Insurance provisions as per the contract and as the Law and Insurance Regulation.

15.0 LIABILITY:

15.1 Except as otherwise expressly provided herein, 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.

- 15.2** 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. Neither COMPANY nor its servants, agents, nominees, assignees, CONTRACTORs, sub-CONTRACTORs shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the CONTRACTOR and/or of its CONTRACTORs or sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents nominees, assignees, CONTRACTORs and sub-CONTRACTORs. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.
- 15.3** 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.
- 15.4** 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.
- 15.5** Except as otherwise expressly provided herein, 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.
- 15.6** Except as otherwise expressly provided herein, 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.

15.7 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.

15.8 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.

16.0 LIMITATION OF LIABILITY:

- a) Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and/or criminal acts and/or criminal negligence, 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, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.
- 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 100% of the Contract Price (if not specified otherwise in SCC), 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.

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

18.0 CONSEQUENTIAL DAMAGE:

Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-CONTRACTORS.

19.0 RISK PURCHASE:

In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

20.0 INDEMNITY AGREEMENT:

- 20.1** 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 or in favour of any third party(is) 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.

- 20.2** 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 or in favour of any third party(is) 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.

21.0 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.

22.0 ROYALTY 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 forming part thereof.

23.0 WARRANTY AND REMEDY OF DEFECTS:

- 23.1** CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.
- 23.2** Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilized 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.

24.0 SUBCONTRACTING/ASSIGNMENT:

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

24.2 Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers 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 with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

25.0 RECORDS, REPORTS AND INSPECTION:

The CONTRACTOR shall, at all times during the currency of the contract, permit the COMPANY and its authorized 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 service item with major items consumed, which shall be open at all reasonable times for inspection by the COMPANY's designated representatives and its authorized employees. The CONTRACTOR shall provide the COMPANY's 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 services 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 information or give out to any third person information in connection therewith.

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

26.1 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, 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 which is:

- a) 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) 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.

26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.

26.3 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.

26.4 During the currency of the 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 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.

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;

27.0 REMUNERATION AND TERMS OF PAYMENT:

- 27.1** 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. All payments will be made in accordance with the terms hereinafter described.
- 27.2** Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3** 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.
- 27.4** 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.
- 27.5** INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.6** 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.
- 27.7** CONTRACTOR will submit 02 (Two) 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.
- 27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9** 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 no. 27.4 above.

27.10 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.

27.11 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.

27.12 CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based upto 02 (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.

28.0 PAYMENT OF COMMISSION/FEE/REMUNERATION OF INDIAN AGENT /CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):

The Commission/fee/remuneration of the Indian agent/ consultant/ associate/ representative/retainer, if any, will be paid within 30 days of the payment of invoice made to the CONTRACTOR, The amount of commission/ fee/remuneration as a percentage of invoice value as per contract provisions will be deducted by COMPANY/OIL from the monthly invoices of the CONTRACTOR and paid to the Indian agent/ consultant/ representative/retainer/associate.

29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI ETC.

Wherever applicable, the CONTRACTOR (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees'

State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers.

The CONTRACTOR shall be required to submit the following documents/details to the Corporation:

- (i) Copy of PF-ECR duly stamped by the designated Bank, along with a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).
- (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.
- (b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:
 - 1) The furnished information is correct to the best of his knowledge.
 - 2) In case any discrepancies or irregularities is/are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.
 - 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
 - 4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/Security Deposit may be withheld by OIL.

COMPANY may verify the deposit of statutory contribution made by the CONTRACTORs with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the CONTRACTOR, the COMPANY may verify the details/status of the payment towards EPF/ESI made by the CONTRACTOR from the authorities/official website of EPF/ESI (i.e. <http://www.epfindia.gov.in> and <http://www.esic.in>). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

30.0 TIMELY MOBILISATION AND LIQUIDATED DAMAGES:

- a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.
- b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.
- c) 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 on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

31.0 FORCE MAJEURE:

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 as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared/undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

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

Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the 'force

majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

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. [or exclusively mentioned in the SCC of the Contract]

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

If however, relative obligation of the party affected by such 'Force Majeure' is limited to part of the obligation(s), the contract shall not be terminated and the parties shall continue to perform their respective obligations, which are not affected by the 'force majeure' condition, provided the obligations affected by the 'force majeure' do not preclude the parties in performing the obligations not affected by such conditions.

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, whether in progress or in future, 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:

33.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference.

33.2 Defective work not remedied by CONTRACTOR.

- 33.3** Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.
- 33.4** Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the CONTRACTOR.
- 33.5** Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 33.6** 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 CONTRACTOR, 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.
- 33.7** Withholding will also be effected on account of the following:
- i) Order issued by a Court of Law or statutory authority 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 are removed, payment shall thereafter be made for amounts so with-held.

- 33.8** COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY against 33.2, 33.3, 33.6 & 33.7 above.

34.0 APPLICABLE LAWS:

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 sole and exclusive jurisdiction of Courts situated in Dibrugarh (or the Place where the contract is executed) and Principal Bench of Gauhati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

This Agreement including all matter connected with this Agreement, shall be

governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

The CONTRACTOR shall ensure full compliance of various Indian Laws and Statutory Regulations, as stated below, 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
- b) The Oil Mines Regulations, 1984
- c) The Employees' Compensation Act, 1923
- d) The Code of Wages, 2019
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- f) The Employees Pension Scheme, 1995
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- i) Goods and Service Tax Act
- j) Customs & Excise Act & Rules
- k) Factories Act, 1948
- l) Industrial Disputes Act, 1947
- m) Payment of Gratuity Act, 1972
- n) Environmental Protection Act, 1986 & other pollution control Acts.

Note: The above Acts are only indicative and not exhaustive. The Acts shall include the rules and regulations framed thereunder.

35.0 LABOUR LAWS:

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.

- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

36.0 STATUTORY REQUIREMENTS:

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment.

37.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:

- 37.1** It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.
- 37.2** It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.
- 37.3** 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.
- 37.4** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 37.5** When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

38.0 POLLUTION AND CONTAMINATION:

The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or 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.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, 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's fees") for:

- a) Damage to or loss of any reservoir or producing formation; and/ or

- b) Damage to 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 STATUTORY VARIATION/NEWLY ENACTED LAW:

- 39.1** All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.
- 39.2** In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.
- 39.3** Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion/mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.
- 39.4** The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 39.5** Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the

COMPANY shall not bear any liability in respect of:

- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
- ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
- iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
- iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

39.6 In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:

- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.
- ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.

39.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.

39.8 Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

40.0 SEVERABILITY:

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

41.0 Commission of misconduct/submission of fraudulent document by the bidder/contractor and Banning thereof:

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or

committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy, 2017 besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

42.0 SETTLEMENT OF DISPUTES:

42.1 Arbitration (Applicable for Suppliers/CONTRACTORs other than PSU and MSME):

1. 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:
2. 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.
3. It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
4. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

5. 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.
6. 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.
7. Parties agree and undertake 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.
8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended).
9. 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. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
 - (i) 20%of the fees if the claimant has not submitted statement of claim.
 - (ii) 40% of the fees if the pleadings are complete
 - (iii) 60% of the fees if the hearing has commenced.
 - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
10. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed 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, both parties shall equally share all expenditures that may be required to be incurred.
11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule--- of the Act and such expenses shall be equally borne by the parties.
12. The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

13. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
14. 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.

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

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy 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.
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, 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.

42.3 Arbitration (Applicable to Micro, Small and Medium Enterprise)

In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

42.4 Resolution of disputes through conciliation by OEC

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)

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, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the

dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

42.5 Exclusions

Parties agree that following matters shall not be referred to conciliation or arbitration:

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.
- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.
- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.
- iv) Any claim which is less than Rs. 25 Lakh.

43.0 COMPLETION OF CONTRACT:

Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the

contract or period of defect liability, as provided for under the Contract, whichever is later.

44.0 TERMINATION:

44.1 Termination on expiry of the contract: This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

44.2 Termination of contract for death: If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

44.3 Termination on account of Force Majeure: Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 above.

44.4 Termination on account of insolvency: In the event that the CONTRACTOR or its collaborator or its guarantor 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 or under the process of insolvency or liquidation, 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.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

44.5 Termination for Unsatisfactory Performance: If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of 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. In

the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

- 44.6 Termination due to change of ownership and 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 written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.
- 44.7** 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 or partially to the extent non-performance, 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.
- 44.8 Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- 44.9** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from 44.1 to 44.8 and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.
- 44.10 Consequence 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.

Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

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.

Demobilization charges shall not be payable by COMPANY in case of Article from 44.4 to 44.7.

45.0 TO DETERMINE THE CONTRACT:

In such an event the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

46.0 WITHOUT DETERMINING THE CONTRACT:

To take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

47.0 ERRING/DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

48.0 MISCELLANEOUS PROVISIONS:

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.

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.

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.

Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by the COMPANY.

End of GCC

Special Conditions of Contract/ Scope of Work

DESCRIPTION OF WORK/SERVICE: Collaborative study with Gauhati University on “**Litho-structural analysis and identification of potential zones of petroleum seepages in parts of the Naga Schuppen Belt, Assam-Arakan Basin: A Remote Sensing and Field Techniques approach**”

1.0 Objectives of the Project:

The Naga Schuppen Belt is a narrow belt of thrust slices which is limited by the Naga thrust towards the north and northwest and the Disang thrust on the south and the southeast. It constitutes the outermost morpho-tectonic unit of the Assam-Arakan fold belt which formed as a result of subduction of the Indian plate beneath the Burmese plate. The petroliferous Assam Shelf is situated on the immediate north and northwest of the Naga Schuppen Belt. In fact, the oil deposits of the Assam Shelf were first identified by the British surveyors based on occurrence of petroleum seepages in the bordering areas of the Naga Schuppen Belt in and around the Digboi Oil field.

The objective of the study are as follows-

- Study of the oil and gas seepages, viz. mapping, biomarkers, stable isotopes, GC, oil-source correlation
- Organic geochemical characterization of the source rocks in the Disang-Barail/Surma sequence
- Paleofacies analysis of the study area
- Preparation of lithologs (along with lithofacies analysis) in the selected outcrop sections for identification of source, reservoir, and trap, if therein
- Large scale geological mapping of the Naga Schuppen Belt and Inner Fold Belt of Manipur using remote sensing tools and geological fieldwork.
- The oil and gas seepages data will also incorporate on the map
- Identification of potential region/sequence of hydrocarbon prospect, if any, based on the scope of the present study.
- The findings of geological fieldwork carried out by Manipur and Nagaland University will be incorporated into the final geological map and integrated final report

2.0 Proposed Study Area:

The tentative study area covers a part of the Naga Schuppen Belt in Assam and Arunachal Pradesh.

3.0 Scope of the Work:

The scope of works of this project are:

- The precise identification of structures and lithological units utilizing Radar satellite images
- Study of previous literatures, preferably the memoirs of the Geological Survey of India that contain coordinates of the oil seepages on the ground surface in the region
- Preparation of map of seismic epicentres of the study area based on data available from the USGS and NGRI
- Preparation of vegetation stress delineation map using NDVI tool on multispectral Landsat OLI images
- A map containing already identified micro-seepages need to be overlayed on the GIS layers representing lithology, structures (faults mainly), seismic epicentres and vegetation stress to analyze their relationships using different geostatistical tools.
- Based on the above analysis a map showing probable occurrence of the seepages will be prepared
- Extensive fieldworks to be carried out to identify oil seepages in the study area and accuracy of the above analysis will be validated
- The findings of the study will be utilized to create a model to apply in other parts of the basin
- OIL will provide the available laboratory facilities at Guwahati and Duliajan for Organic geochemistry, petrography and stable isotope analysis for detailed organic geochemical and petrographical analysis of samples. OIL will provide the necessary technical support to the Principal Investigator/ Project Associate of Gauhati University during the laboratory analysis of the samples at OIL facilities.
- Oil to source correlation between the seepage hydrocarbons and source rocks will be based on biomarkers and stable isotopes.
- Identification of potential region/sequence of hydrocarbon prospect based on the scope of the present study.
- Preparation of Final Integrated Project report on the findings of the study that also includes the findings of Nagaland and Manipur University.

Sample analysis and Laboratory :

Analysis	Laboratory
1. Rock-Eval Pyrolysis 2. Organic Geochemistry, Coal petrography 3. Vitrinite reflectance study 4. XRD & SEM 5. Whole rock geochemistry	CoEES (OIL), Guwahati
1. Geoinformatics Lab with workstations, computers and 2. GIS/Remote Sensing softwares like Envi, Geomatica, River tools etc. 3. Petrography lab 4. Palaeontological lab	Gauhati University

4.0 Analysis and Distribution of Responsibility:

The proposed work will be carried out by Gauhati University and OIL will provide the technical support as mentioned in the Scope of Works under **clause no. 3**.

5.0 Data Collection:

Field Study (Outcrops) will be carried out and detail geology and oil & gas seepages of the outcrop will be mapped in the proposed study. Available existing subsurface data of the study area will be provided by OIL. Geologists from OIL may accompany during the field work, so that the integration of subsurface and surface data provides useful input in oil exploration in the area.

6.0 Project Deliverables:

- Large scale geological maps showing hydrocarbon seepages and details lithological map of the Naga Schuppen Belt and Inner Fold Belt of Manipur.
- Final Integrated Project report on the findings of the study. This Integrated report also includes the findings of Nagaland and Manipur University.

Final Integrated report at the end of the study period will contain dedicated chapters on each area of study, geological maps, sections etc. mentioned in the scope of work. The project shall be deemed to be completed only upon submission of the Final Report with presentation and acceptance by OIL.

7.0 Project Duration: 02 (Two) years from the date of issue of LOA.

8.0 Expertise and Summary of roles/responsibilities for the Investigator:

Sl. No.	Name of the Investigator(s)	Expertise	Roles/Responsibilities
1	Prof. Sarat Phukan Department of Geological Sciences, Gauhati University, Gauhati, Assam-781014	<ul style="list-style-type: none"> • 20 years of PG Teaching and Research Experience. • Completed 06 nos. of Research Projects funded by Oil India Limited (CoEES), • 30 nos. of papers published in national and international journals. • 01 no. of book published. • Ph.D. awarded: 05 • Ph.D. ongoing: 07 	<ul style="list-style-type: none"> • Detailed project report. • Large scale geological maps. • Large scale geomorphological maps. • Final Project report on the findings of the study. • Geological Mapping, Preparation of Geological Map and Geological Cross Sections, • Field Work & Laboratory Visit, Detail mapping, sampling, structural interpretation & lithofacies analysis., • Sample analysis, interpretation, and submission of final Report with presentation

9.0 Confidentiality, Use of Contract Documents and Information:

9.1 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, 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 which is:

- A. 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. 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.

9.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.

9.3 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.

9.4 During the currency of the 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 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. 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;

9.5 CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY.

10.0 Liquidated Damages: Liquidated Damages (LD) shall be applicable @ 0.5% of total quoted project cost (excluding GST), per week or part thereof of delay in project completion beyond 06 months from date of issuance of LOA, subject to maximum of 7.5% of the of total quoted project cost (excluding GST). However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

End of SCC/SOW

Schedule of Rates

DESCRIPTION OF WORK/SERVICE: Collaborative study with Dibrugarh University on “Litho-structural analysis and identification of potential zones of petroleum seepages in parts of the Naga Schuppen Belt, Assam-Arakan Basin: A Remote Sensing and Field Techniques approach”

A. The total project cost shall consist of the following components:

Sl. No	Job/ Item	Unit	Qty	Description
1	Cost for Field Work	Lumpsum	1	i. Includes cost of Accommodation & food for the entire team, rent of Hired Vehicle and other items required for field work ii. For outcrop sections (Detail mapping, sampling & structural interpretation)
2	Cost of Manpower: Project Associate (PA) (01 No.)	Lumpsum	1	The PA will assist in the field investigation and preparation of maps and reports.
3	Contingency charges	Lumpsum	1	Preparation of six monthly, annual and final reports, printing, consumables, sample bags, hammer, preparation of core samples etc.
4	Overhead charges	Lumpsum	1	It Will be utilized by the host institute for providing the minimum facilities like inverter facility in the concerned lab., water and other necessary arrangements in the lab, and audit related expenditures.

Note:

- 18% GST or as applicable extra to OIL.
- Performance Security: No PBG is applicable as OIL and Gauhati University has entered into an MoU on 12.10.2022.

B. Payment Schedule:

Sl. No.	Phase	Activities	Duration	Amount	Time of payment
1	Phase 1	Signing of Contract, recruitment of Project Assistant, Lab visit, Base map preparation and purchase of equipment if any, Geological fieldwork & Collection of samples	2 months	20% of total contract cost	Within two months after award against submission of invoice
2	Phase 2	Geological fieldwork, collection and preparation of sample for lab analysis (both external Labs and internal Labs), submission of the 1 st six-monthly progress report with presentation	4 months	20% of total contract cost	Within completion of 6 months of the project subject to satisfactory progress (as certified by OIL), against submission of invoice
3	Phase 3	Geological fieldwork and Lab analysis (both external Labs and internal Labs), submission of the 2 nd six-monthly and annual progress report with presentation	6 months	20% of total contract cost	Within completion of 12 months of the project subject to satisfactory progress (as certified by OIL, against submission of invoice
4	Phase 4	Geological fieldwork, Lab analysis (both external Labs and internal Labs), map preparation, submission of the 3 rd six monthly progress report with presentation	6 months	30% of total contract cost	Within completion of 18 months of the project subject to satisfactory progress (as certified by OIL, against submission of invoice
5	Phase 5	Geological fieldwork (if remaining), Lab analysis and preparation of maps, individual report, Submission of Integrated final report and presentation	6 months	10% of total contract cost	After completion of 24 months of the project, subject to satisfactory completion (as certified by OIL), against submission of invoice

Payment to be made after completion of each phase/milestone (as certified by OIL)

Note: Payment to be released in favour of

Gauhati University,

Name of account: G.U. Project AC

Account No. 10243131817 (SBI),

IFSC: SBIN0002060

MICR: 781002015

GSTN of GU: 18AAAJG0286A4ZL

****End of SOR****



ICAR-National Bureau of Fish Genetic Resources

Canal Ring Road, P.O. Dilkusha, Lucknow - 226 002, U.P., India



01.03.2020

G./SCSP/2020

From: **Dr. L.K. Tyagi**
Principal Scientist
PME Cell
ICAR-NBFGR, Lucknow

To,

Dr. D. Sarma
Professor
Department of Zoology
Gauhati University, Guwahati, Assam

Subject: Sanction letter for release of funds for ICAR-NBFGR, Lucknow collaborative work with Aquaculture & Biodiversity Centre, Department of Zoology, Gauhati University and District Administration, Bongaigaon, Assam entitled 'Inclusive community empowerment through Co-management of Aquaculture Led Interventions under SCSP scheme to be implemented in Bongaigaon district, Assam'_reg.

Dear Dr. Sarma,

I am happy to inform you that under the collaborative programme with ICAR-NBFGR, Lucknow, the Dept. of Zoology, Gauhati University, Guwahati and District Administration, Bongaigaon, Assam under the SCSP scheme of the Govt. of India, the following funds have been sanctioned and transferred to your university institutional account no. 10243131817 (SBI, Gauhati University Branch):

S.N.	Amount (Rs.)	Purpose	Bank Reference No.
1	6,90,000/-	For undertaking approved activities under above collaborative programme	CO22128857821

You are requested to carry out the work components as per approved plan. Proper documentation of the identity proof of the beneficiaries, as well as, baseline data and photographs are required to be collected and maintained in scheme record file in both hard & soft copies, and provided to ICAR-NBFGR, Lucknow in reports.

Kindly acknowledge receipt of this letter. Hope to have a very fruitful collaborative work.

Thanking you,

Yours' sincerely

(L.K. Tyagi)

01/03/2020

Copy to: 1. Registrar, Gauhati University, Guwahati



ICAR-National Bureau of Fish Genetic Resources



Canal Ring Road, P.O. Dilkusha, Lucknow - 226 002, U.P., India

G./SCSP/2020

27.10.2021

From: **Dr. L.K. Tyagi**
Principal Scientist
PME Cell
ICAR-NBFG, Lucknow

To,
Dr. D. Sarma
Professor
Department of Zoology
Gauhati University, Guwahati, Assam

Subject: Sanction letter for release of funds for ICAR-NBFG, Lucknow collaborative work with Aquaculture & Biodiversity Centre, Department of Zoology, Gauhati University and District Administration, Bongaigaon, Assam entitled 'Inclusive community empowerment through Co-management of Aquaculture Led Interventions under SCSP scheme to be implemented in Bongaigaon district, Assam'_reg.

Dear Dr. Sarma,

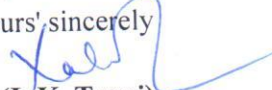
I am happy to inform you that under the collaborative programme with ICAR-NBFG, Lucknow, the Dept. of Zoology, Gauhati University, Guwahati and District Administration, Bongaigaon, Assam under the SCSP scheme of the Govt. of India, the following funds have been sanctioned and transferred to your university institutional account no. 10243131817 (SBI, Gauhati University Branch):

S.N.	Amount (Rs.)	Purpose	Bank Reference No.
1	3,88,000/-	For undertaking approved activities under above collaborative programme	CO92157915068 Transferred from our bank on 6-7 Oct.2021

You are requested to carry out the work components as per approved plan. Proper documentation of the identity proof of the beneficiaries, as well as, baseline data and photographs are required to be collected and maintained in scheme record file in both hard & soft copies, and provided to ICAR-NBFG, Lucknow in reports.

Kindly acknowledge receipt of this letter. Hope to have a very fruitful collaborative work.

Thanking you,

Yours' sincerely

(L.K. Tyagi)

Copy to: 1. Registrar, Gauhati University, Guwahati

MEMORANDUM OF UNDERSTANDING BETWEEN NATIONAL BUREAU OF ICAR - FISH GENETIC RESOURCES (NBFGR), AN INSTITUTE UNDER INDIAN COUNCIL OF AGRICULTURAL RESEARCH (ICAR); AQUACULTURE & BIODIVERSITY CENTER OF THE GAUHATI UNIVERSITY, GUWAHATI AND THE DISTRICT ADMINISTRATION, BONGAIGAON, ASSAM IN RESPECT OF THE "PROJECT SAMRIDHI: Inclusive community empowerment through Co-management of Aquaculture Led Interventions," Implemented under SCSP Scheme in Bongaigaon District, Assam.

ICAR - NATIONAL BUREAU OF FISH GENETIC RESOURCES (Lead Institute) and **AQUACULTURE & BIODIVERSITY CENTER OF THE GAUHATI UNIVERSITY, GUWAHATI (Joint Project Implementing Agencies)** AND **THE DISTRICT ADMINISTRATION, BONGAIGAON, ASSAM (Field Partner)** agree to co-operate in carrying out all development and other activities approved under the **"Project SAMRIDHI: Inclusive community empowerment through Co-management of Aquaculture Led Interventions"** implemented in Bongaigaon District, Assam under **SCSP Scheme** of the ICAR - NBFGR plan budget, sanctioned by ICAR, New Delhi and communicated from time to time. The Collaborators have already discussed the possibilities and planning of development work. The program can start from 1 October 2020 till 31 March 2021 and will pass to the SFC five Year Plan 2021 -2026. The broad responsibilities for the lead institute and implementing organizations are given (Annexure II; Work plan)

The program will follow the guidelines of issued by Government of India through competent authority (copy Annexure I) or any other issued from time to time. In order to achieve the objectives (Annexure II Work Plan) set forth in the Project within the stipulated time limit of the specific Project, it is agreed that:

ICAR- National Bureau of Fish Genetic Resources, Lucknow would provide:

The fund for recurring and non-recurring contingencies to the extent provided for the accepted activity, subject to any further approval if necessary of the competent authority.

The Implementing Institutions would:

- a) Implement the program as per the guidelines prescribed by the Government of India / ICAR under SCSP Scheme from time to time.
- b) provide farm/laboratory/training and other facilities required for the project.
- c) use the staff, if any, exclusively for the project work.
- d) use the funds provided under the project exclusively for the project work.
- e) maintain records and accounts adequate to reflect the operations, resources and

- f) expenditure in respect of the project in accordance with sound accounting practices.
- f) render accounts to the Lead Institution (ICAR-NBFGR Lucknow) as per the prescribed format (SOE & UC) within specified time limit.
- g) furnish regularly and in time reports as per the reporting schedule prescribed.
- h) keep the project funds in a separate bank account with separate cash book to be operated as per the existing instructions of the ICAR/Govt. of India.
- i) send audited statements of expenditure as per the prescribed practice.

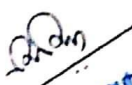
The ICAR-NBFGR and the implementing institutions/ Agencies further agree to the following:


- a) The staff provided under the project would be utilized exclusively for the project work.
- b) ICAR/NBFGR shall not be responsible for absorption of any staff deployed for the project work after completion/termination of the project/scheme.
- c) Any change of Collaborating Center/Agency –Core Group Convener or research programmers or officer-in-charge of the project activities other than research shall be considered in exceptional cases where there is sufficient justification acceptable to the ICAR/ NBFGR Lucknow.
- d) Procurement guidelines of the SCSP Scheme/ ICAR/Govt. of India would be applicable to the project and need be followed.
- e) Implementing agencies will ensure that the infrastructure facilities built up and activities carried out under this Project would be utilized for training and livelihood generation/enhancement of **beneficiaries from scheduled castes**, as per the guidelines of the SCSP scheme, Govt. of India.
- f) Proper records of all the beneficiaries getting benefits under this facility should be collected along with their identity (Aadhar/Voter card/any other Government issued Photo card with residence address) and periodically (quarterly) submitted to the lead Institute for reporting to central govt. agencies through ICAR, as required under this scheme
- g) The staff engaged in project activities shall attend all review meetings and workshops and present their reports/data for discussion.
- h) Implementing agencies will allow monitoring of the progress of individual project activities by ICAR/NBFGR Lucknow or any other nominated agency and provide all assistance including information required.
- i) The audited annual statements of expenditure shall be submitted within one month of close of the financial year to the Lead Center.
- j) Financial Reporting and its management would be as per the existing guidelines/instructions of SCSP Scheme/ ICAR/ Govt. of India.
- k) The experimental material built up shall be available for research in the project center and also for free supply to the other center's working on similar problems in

the country. However, produce in excess of the research requirements may be disposed of by the Institution in the manner it deems fit and the proceeds may be credited to the project account.

A copy of the Schedule of Terms and Condition governing the grant is attached.
This Memorandum of Understanding shall become effective from -----and shall continue till the date of termination of the project activities.

(Signature) 
Gauhati University, Guwahati,
Assam
Implementing Agency
গুৱাহাটী বিশ্ববিদ্যালয়, গুৱাহাটী-১৫
Registrar
Dated Gauhati University, Guwahati-14

(Signature) 
Deputy Commissioner
District Administration,
Bongaigaon, Assam
Field Partner
Dated 29.09.2020

(Signature) 
ICAR - NBFGR,
Lucknow
Lead Implementation
Agency
Dated 29.9.2020
Ruldeep K. Lal
Director
ICAR-National Bureau of Fish Genetic Resources
Canal Ring Road, Telibagh, P. O. Dilkusha
Lucknow-226 002, U. P., India

Schedule of Terms and Conditions Governing the Grants under the "Project SAMRIDHI: Inclusive community empowerment through Co-management of Aquaculture Led Interventions," Implemented under SCSP Scheme in Bongaigaon District, Assam.

1. The Grants under the Project would be utilized exclusively for the approved Project activity. The project fund would be kept in a separate bank account with a separate cashbook and operated as per the instructions of the Government of India/ICAR.
2. The sanction accorded for the funding of the scheme shall stand withdrawn if the scheme is not put in operation as per the timelines in the workplan which will be decided based on discussion between implementing agencies and field partner from time to time.
3. Financial assistance rendered in this project should be acknowledged in any published account of the project work.
4. The Statement of Expenditure and financial reports of the project would be audited by the Principal Director, of Audit, Scientific Departments, Accountant General of the State concerned or the Examiner of Local fund Accounts or Statutory Auditor of the grantee institution.
5. Pre-audit and internal audit of the project accounts would be conducted by the Audit and Accounts Wing. Wherever they exist in the ICAR institutes and State Agricultural Universities. Where full-fledged Audit and Accounts Wing is not available the audit of financial Statements could be done by the approved Chartered



Accountants drawn from a panel of Chartered Accountants empanelled in consultation with the Comptroller and Auditor General of India. Such Auditors would furnish to the Lead Center ICAR-NBFGR Unit before the end of June of each year (i.e. within three months of closure of the financial year), a certificate to the effect that the accounts have been audited and the grant has been spent for the purpose for which it was meant. Non-receipt of the audited statement of accounts within the prescribed time limit would entail stoppage of further releases under the project. The receipt of audited statement of accounts would itself act as trigger mechanism for further release of funds.

6. The last installment of grant shall be paid on receipt of final audit certificate and which should also include all the liabilities of the last year incurred before but defrayed after close of the scheme.
7. The stores of nominal value (contingencies) purchased out of the project grants would be deemed to have been utilized appropriately when the scheme has run the full period of sanction and could be further used in the mandated activities of the implementing institution.
8. The equipment /stores of capital nature required for the execution of the Project shall be acquired with the funds specifically provided under the project for this purpose. Such capital items shall remain the property of the Council/Govt. of India and on completion of the project, ICAR may at its discretion authorize such utilization or disposal or direct the utilization of such equipment for such purpose as it deems fit. The grantee institutions shall refund the full amount of the cost of such items of stores if the scheme is abandoned on its own during the period of the sanction or if the scheme has not been started after the purchase of the store/equipment.
9. Except for the stores/equipment specifically approved under the project and provided in the project no other expenditure shall be met on non- recurring contingencies.
10. The stores and equipment purchased out of project funds shall be entered in separate stock registers of the Grantee Institutions, and invariably presented to the auditors (internal and external) for check and endorsement every year. Failure to maintain these stock registers will entail withdrawal of project funding, besides further action being initiated by the NBFGR/ICAR. The Core Group Convener, Officer in-Charge of the project activity and the concerned Store Officers would be personally held responsible for compliance with the above requirements by the stores wing.
11. Expenditure over and above sanctioned amounts against one or more heads of expenditure such as pay and contingencies capital cost etc. shall be met by re appropriation of savings under any other head(s) except the head pay and allowance, provided the total expenditure incurred during financial year does not exceed the overall sanction for that year.
12. Proceeds of any revenue generated during the implementation of the project should be credited to the appropriate account as decided by the project implementation

committee.

13. The project grant shall be refunded by the implementing institution if the scheme is discontinued midway or if the detailed technical programme laid down and approved by ICAR is not adhered to,
14. For implementation/operation of the scheme, the grantee institution shall make available, the requisite area, laboratory accommodation, equipment, apparatus, supporting staff and such other building facilities as may be necessary if they are not specifically provided in the project. The officer responsible for implementation of the scheme shall ensure that the above facilities are available before commencement of the scheme.
15. Any contractual help engaged in the project would be co-terminus with the project. They would have no claim for regular employment in the ICAR or in the institutions where engaged after termination of the project. Specific conditions regarding this would have to be incorporated in the terms and conditions of any contract entered into in respect of the project.
16. The grantee institution shall consult the ICAR before making any change in the arrangement for supervision of the scheme or in the approved technical programme or in the personnel employed in the scheme.
17. The ICAR will have the right to publish the results of the investigations in their own publications/ reports before these are published elsewhere. Permission may, however, be accorded by the ICAR in special cases for publication elsewhere, provided NBFGR/ICAR/DARE is duly acknowledged in such publications. Publication may be joint or independent as may be agreed upon between the workers and the Core Group Convener of the grantee institution.
18. Exchange of research materials (plant, animal microbe soil samples etc.) with agencies, institutions and individuals outside India, either for experimental, or commercial purposes, shall be channeled solely through ICAR.
19. The grantee institutions should provide every assistance to the Core Group Convener and other members of the core team /Co-Cooperating Center Investigators/ Officer in-Charge of project activity to enable them to discharge their functions fully and freely. These shall include permission to the participating scientific or technical staff to attend workshop meetings and to visit various experimental stations in the country.