

SECTION - I

Forwarding Letter

M/s. _____

SUB: TENDER NO. OIL/NEF/024/2010 FOR HIRING OF SERVICES
FOR ENVIRONMENTAL IMPACT ASSESSMENT (EIA) STUDY IN
NAMCHIK PEL TO CARRY OUT EXPLORATORY DRILLING AND
TESTING OF HYDROCARBONS

Dear Sirs,

OIL INDIA LIMITED (OIL), a Government of India Enterprise, is engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with the nearest airport at Dibrugarh being at 45 km. away.

2.0 In connection with its operations, OIL invites bids from competent and reputed firms for **“hiring of services for Environmental Impact Assessment (EIA) study in Namchik PEL area in Arunachal Pradesh to carry out exploratory drilling and testing of hydrocarbons”**. One complete set of bid document for hiring of above services is being forwarded herewith. You are requested to submit your most competitive bid well before the scheduled bid closing date and time. For your ready reference, few salient points (covered in detail in this Bid document) are highlighted below:

- | | | |
|-------|-------------------------|------------------------------|
| (i) | TENDER NO. | : OIL/NEF/024/2010 |
| (ii) | TYPE OF BID | : Composite Bid |
| (iii) | BID CLOSING DATE & TIME | : 28-01-2010 (12.45 hrs IST) |
| (iv) | BID OPENING DATE & TIME | : 28-01-2010 (13.00 hrs IST) |

- (v) BIDS TO BE ADDRESSED TO : General Manager (NEF)
NEF Project,
OIL INDIA LIMITED,
DULIAJAN, ASSAM - 786 602
- (vi) BID SUBMISSION/OPENING PLACE : Office of GM (NEF)
NEF Project
OIL INDIA LIMITED
DULIAJAN, ASSAM - 786 602
- (vii) TIME FOR COMMENCEMENT OF WORK : Within two weeks after issue of
LOA.
- (viii) QUANTUM OF LIQUIDATED : 1/2% of the total contract value
DAMAGE FOR DEFAULT IN per week or part thereof subject
TIMELY COMPLETION OF WORK to maximum of 7.1/2%
- 3.0 OIL now looks forward for your active participation in the tender.

Yours faithfully,
OIL INDIA LIMITED

(M. Ali)
Chief Manager (M&C-NEF)
For General Manager (NEF)

SECTION – II

INSTRUCTIONS TO BIDDERS

1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

A. BIDDING DOCUMENTS

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

- (a) A forwarding letter highlighting the following points (Section I)
 - (i) Oil India Limited's Tender No.
 - (ii) Bid closing date and time
 - (iii) Bid opening date, time and place
 - (iv) Bid submission/opening place
 - (v) Quantum of liquidated damages for default in timely completion of work
- (b) Instructions to Bidders (Section II)
- (c) General Conditions of Contract (Section III)
- (d) Terms of Reference/Technical specifications (Section IV)
- (e) Schedule of Rates and Payment (Section V)
- (f) Statement of Compliance (Proforma I)
- (g) Bid Form (Proforma II A)
- (h) Contract Form (Proforma II C)

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

3.0 AMENDMENT OF BIDDING DOCUMENTS

3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents by the issuance of an Addendum.

3.2 The Addendum will be sent in writing or by Fax/E-mail/Courier /Post to all prospective Bidders to whom Company had issued the bid documents. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

B. PREPARATION OF BIDS

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

5.0 **DOCUMENTS COMPRISING THE BID:** The bid submitted by the Bidder shall comprise of the following components:

- (i) Complete details of the services offered
- (ii) Statement of compliance as per **Proforma -I**
- (iii) Schedule of rates as per Section V
- (iv) Bid Form as per Proforma II A

6.0 **BID FORM:** The bidder shall complete the Bid Form (Proforma II A) and the appropriate Price Schedule furnished in the Bid Document.

7.0 BID PRICE:

7.1 Unit prices must be quoted both in words and in figures.

7.2 Price quoted by the Successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

7.3 All duties and taxes including corporate income taxes and other levies payable by the Contractor under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 **CURRENCIES OF BID AND PAYMENT:** In Indian Rupees.

9.0 ELIGIBILITY CRITERIA OF BIDDER'S PERSONNEL:

9.1 Successful Bidder must provide competent personnel having expertise in environmental science to carry out the required environmental studies most efficiently.

9.1.1 Bidder must provide the details of experience of their personnel along with their bid. Curriculum vitae of the personnel proposed to be deployed by the bidder must accompany the bid document. All personnel proposed to be deployed must be fluent in speaking English.

9.1.2 Bidder shall furnish a written undertaking in his bid expressing commitment to replace any of their personnel(s) at any point of time during the

contractual period if, in the opinion of the Company, found not suitable for any reason.

10.0 PERIOD OF VALIDITY OF BIDS:

10.1 Bids shall remain valid for 120 days after the date of bid opening prescribed by the Company.

10.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax or E-mail). A Bidder may refuse the request. However, a Bidder granting the request will neither be required nor permitted to modify his bid.

11.0 FORMAT AND SIGNING OF BID:

11.1 The Bidder shall prepare four copies of the bid clearly marking original "ORIGINAL BID" and rest "COPY OF BID". In the event of any discrepancy between them, the original shall govern.

11.2 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the bid shall initial all pages of the bid, except for unamended printed literature.

11.3 The bid should contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person(s) signing the bid.

C. SUBMISSION OF BIDS:

12.0 SEALING AND MARKING OF BIDS:

12.1 The tender is being processed according to a single stage procedure. Composite Offers should be submitted i.e. Technical and Commercial bids together in one sealed envelope in quadruplicate (One original and 3 copies).

12.2 The Bidder shall seal the original and each copy of the bid duly marking as "ORIGINAL" and "COPY".

12.3 The bid (Original + 3 copies) should be put in an envelope bearing the following details on the top and the envelope should be mailed to General Manager (NEF), Oil India Limited, Duliajan, Assam-786 602.

- (i) Tender No. _____.
- (ii) Bid closing date _____.
- (iii) Bidder's name _____.

12.4 The offer should contain complete details of services and equipment/accessories/software offered together with other relevant literature/catalogues of the material offered.

12.5 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **PROFORMA I**.

12.6 Timely delivery of the bids is the responsibility of the Bidder. Bidders should send their bids as far as possible by Registered Post or by Courier Services. Company shall not be responsible for any postal delay/transit loss.

12.7 Cable/ Fax/E-mail/ Telephonic offers will not be accepted.

13.0 **DEADLINE FOR SUBMISSION OF BIDS:**

13.1 Bids must be received by the Company at the address specified in the Forwarding Letter not later than 12-45 Hrs. (Indian Standard Time) on the bid closing date mentioned in the letter.

13.2 In the event of receipt of only a single offer against the tender within Bid Closing Date, OIL reserves the right to extend the Bid Closing Date as deemed fit by the company. During the extended period, the bidders who have already submitted the bids on or before the original Bid Closing Date, shall not be permitted to revise their quotation.

14.0 **LATE BIDS:** Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be rejected.

15.0 **MODIFICATION AND WITHDRAWAL OF BIDS :**

15.1 The Bidder, after submission of bid, may modify or withdraw his bid by written notice prior to bid closing.

15.2 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and despatched in accordance with the provisions of para 12.0. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

15.3 No bid can be modified subsequent to the deadline for submission of bids.

15.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form.

16.0 **BID OPENING AND EVALUATION:**

16.1 Company will open the Bids, including submission(s) made pursuant to Para 15.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authority letter from the bidder at the time of opening of tenders. Unless this Letter is presented, the representative will not be allowed to attend the opening of tenders. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.

16.2 Bid(s) (if any) for which an acceptable notice(s) of withdrawal has/have been received pursuant to Para 15.0 shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, documents have been properly signed and the bids are generally in order.

16.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, and such other details as the Company may consider appropriate.

16.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-para 16.3.

16.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

16.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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

16.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

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

16.10 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

17.0 EVALUATION AND COMPARISON OF BIDS:

17.1 The bids will be evaluated based on the total cost quoted for the services and contract will be awarded accordingly on the lowest acceptable bidder.

17.2 In case Bidder takes exception to any clause of bidding document, then the Company has the discretion to load or reject the offer on account of such exception, if the Bidder does not withdraw/modify the deviation when/as advised by Company. The loading so done by the company will be final and binding on the Bidders.

18.0 CONTACTING THE COMPANY:

18.1 Except as otherwise provided in Para 16.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide Para 16.5.

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

D. AWARD OF CONTRACT:

19.0 **AWARD CRITERIA:** The Company will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

20.0 **COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:** Company reserves the right to accept any bid and reject any or all bids.

21.0 NOTIFICATION OF AWARD:

21.1 Prior to the expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder in writing by registered letter or by

SECTION III

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

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

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

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

(c) "Work" means each and every activity required for the successful performance of the services described in **SECTION IV**, the Terms of Reference.

(d) "Company" means Oil India Limited (OIL);

(e) "Contractor" means the individual or firm or Body incorporated performing the EIA study under the Contract.

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

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

2.0 EFFECTIVE DATE, DATE OF COMMENCEMENT OF WORK AND COMPLETION TIME OF WORK:

2.1 The contract shall become effective on the date Company notifies Contractor in writing that he has been awarded the contract and it shall remain in force till the work under the contract as detailed vide Section-IV, Terms of Reference/Technical Specification (Scope of Work) is completed successfully. The date of issue of Company's Letter of Award (LOA) shall be treated as the Effective Date of the contract.

2.2 The Commencement Date of the work will be reckoned from the 8th day from the date of issue of LOA.

2.3 The Completion time of the work is till the Environmental Clearance (EC) is obtained from MOE&F as mentioned vide para 7.0 of Section-IV.

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

3.1 Perform the work described in the Terms of Reference (**SECTION IV**) in most economic and cost effective way.

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

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

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

3.5 Except as otherwise provided in the Terms of Reference provide all the personnel required performing the work.

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

4.1 Pay Contractor for the services actually rendered by them under the contract.

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

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

5.0 **CONTRACTOR'S PERSONNEL:**

5.1 Contractor warrants that they will provide eligible/suitable personnel who are competent, qualified and sufficiently experienced to perform the Work correctly and efficiently and shall ensure that such personnel observe applicable Company and statutory safety requirement. Upon Company's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor

determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.

5.2 The Contractor shall be solely responsible throughout the period of this contract for providing all requirements of their personnel including but not limited to their transportation to & fro work site, enroute boarding, lodging etc. However, Company shall provide office space, lodging, boarding and local transport to Contractor's personnel during their stay at Duliajan.

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

6.0 WARRANTY AND REMEDY OF DEFECTS:

6.1 Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with the highest degree of quality, efficiency and current state of the art technology/oil field 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.

6.2 Should Company discover at any time during the tenure of the Contract or within one year after completion of the operations 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, which the Contractor must pay promptly.

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information/data related to EIA study furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

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

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

8.0 **TAXES:**

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

8.2 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. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

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

8.4 Tax clearance certificate for personnel and corporate taxes shall be obtained by the contractor from the appropriate Indian Tax authorities and furnished to company within 6 months of the expiry of the tenure of the contract or such extended time as the company may allow in this regard.

8.5 Income tax will be deducted at source from the invoices 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.

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

8.7 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by contractor shall be borne by the contractor.

8.9 **Service Tax:** Services Tax as applicable shall be extra on company's account. However, liability for payment of the Service Tax in case of Indian bidder will lie on Contractor while in case of the foreign bidder; the liability shall lie on the company.

9.0 **INSURANCE:**

9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel during the currency of the contract.

9.2 Contractor shall at all times during the currency of the contract provide, pay for and maintain the following insurances amongst others:

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance 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 fulfill the provisions under the contract.
- d) Contractor's equipment provided by the Contractor for performance of the work hereunder shall have an insurance cover with a suitable limit (as per international standards/ as per Indian industry practices).
- e) 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.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991.

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

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

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

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

9.7 Contractor shall require all of their sub-contractors to provide such of the foregoing insurance coverage as Contractor is obliged to provide under the Contract and inform the Company about the coverage prior to the commencement of agreements with their sub-contractors.

9.8 All insurance taken out by Contractor or their sub- contractors shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.

10.0 CHANGES:

10.1 During the performance of the work, Company may make a change in the work within the general scope of the Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be effected by written Order by the Company (Change Order).

10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (**SECTION V**). Upon review of Contractor's estimate, Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Changed Order, Contractor shall nevertheless perform the Work as changed, and the parties will resolve the dispute in accordance with Clause 14 hereunder. Contractor's performance of the Work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

11.0 FORCE MAJEURE:

11.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation 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 act of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of the kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders the performance of the contract by the said party impossible.

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

11.3 Should 'Force Majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, both the parties shall have no obligation. Either party will have the right to terminate the contract if such 'force majeure' condition continues beyond ten (10) days with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment would apply unless otherwise agreed to.

12.0 TERMINATION:

12.1 This contract shall terminate:

(a) Upon completion of the job required to be done by the Contractor with full satisfaction of Company.

OR

(b) For Force Majeure reasons as per clause 11.0 and its sub-clauses above.

OR

(c) Upon declaration of the Contractor that they are unable to continue further operation on technical reasons, acceptable to the Company.

OR

(d) Under any circumstances considered to be not suitable by Company to continue the operations of the Contract.

12.2 In the event of termination of contract under clause 12.1(d) above, Company will issue 15 days prior written 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 demobilise their personnel & materials. Contractor shall be entitled for payment for services actually rendered in conformity with the contract upto the date of its termination.

13.0 APPLICABLE LAW:

13.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India.

13.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations in force from time to time and obtain necessary permits/ licenses etc. from appropriate authorities for conducting operations under the Contract.

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

15.0 **NOTICES:**

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

(A) Company

General Manager (NEF)
OIL INDIA LIMITED
DULIAJAN - 786602
ASSAM, INDIA
Fax No:0091374-2801799
Email :nef@oilindia.in

(B) Contractor

M/s. _____

Contact Person:

Fax:

Phone:

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

16.0 **SUB-CONTRACTING:** Contractor shall not subcontract or assign, in whole or in part, their obligations to perform under the contract, except with Company's prior written consent.

17.0 **MISCELLANEOUS PROVISIONS:**

17.1 (a) 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.

(b) 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.

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

18.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY COMPLETION:

18.1 In the event of the Contractor's default in timely completion/execution of the contract i.e. within the Time Frame indicated vide Para **7.0** of Section-IV, the Contractor shall be liable to pay liquidated damages at the rate of 1/2% of the total contract value per week of delay subject to maximum of 7.1/2%. Liquidated Damages will be reckoned from the date after expiry of the scheduled completion time period till the actual date of completion time.

18.2 Company also reserves the right to cancel the Contract without any compensation whatsoever in case of Contractor's failure to mobilise and commence operation within the stipulated period.

19.0 **CONTRACT PRICE:** The Contract Price must remain firm during performance of the Contract and is not subject to variation on any account.

20.0 LIABILITY:

20.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or subcontractors 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 subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and subcontractors. 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.

20.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, subcontractors 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 subcontractors 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 subcontractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

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

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

20.5 Except as otherwise expressly provided, neither Contractor nor their servants, agents, nominees, Contractors or subcontractors 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 its Contractors or subcontractors, 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 subcontractors. 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.

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

20.7 The Company hereby 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 subcontractors for loss or damage to the equipment of Company and/or its Contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

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

21.0 **CONSEQUENTIAL DAMAGE:** 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 of 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.

22.0 **WAIVERS AND AMENDMENTS:** It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

23.0 **PAYMENT & INVOICING PROCEDURE:**

23.1 Company shall pay to 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 this Contract.

23.2 Payments due by Company to Contractor shall be made at Contractor's designated Bank. All Bank charges will be to Contractor's account.

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

23.4 Contractor shall submit six sets of all invoices to Company for processing of payment.

23.5 Contractor shall raise invoices as per the payment schedule given in SECTION-V for the job done, which is certified by the Company's representatives.

23.6 The Company shall within 30 days of receipt of the invoice notify 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 within 30 days. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in Para 23.3 above.

23.7 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 respect of any other billing, the payment of which may then or thereafter be due.

23.8 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based up to two (2) 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.

23.9 Any audit conducted by Company of Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.

23.10 **SET OFF:** Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

24.0 **RATE OF PAYMENT:** Company shall make payment to the Contractor as per the agreed rates referred to in **SECTION V**. These rates include all taxes, duties and other levies payable by Contractor under the Contract.

25.0 **WITH-HOLDING:**

25.1 Company may with-hold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of: -

- (a) For non-completion of assigned jobs to the satisfaction of Company.
- (b) Contractor's indebtedness arising out of execution of the Contract.
- (c) Sub-standard work not remedied by Contractor.
- (d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.

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

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

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

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

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

&&&&&&&&&

SECTION – IV

TERMS OF REFERENCE / TECHNICAL SPECIFICATION

ENVIRONMENTAL IMPACT ASSESSMENT (EIA) STUDY IN NAMCHIK PEL AREA FOR EXPLORATORY DRILLING AND TESTING OF HYDROCARBONS.

1.0 **INTRODUCTION:** This section establishes the scope and schedule for the work to be performed by the contractor and describes references to the specifications, instructions, standards and other documents including specifications for any materials, tools or equipment which the contractor shall satisfy or adhere to in the performance of the work. **It may be noted that this PEL area is exempted from Public Hearing.**

2.0 **BASIC INFORMATION OF THE AREA AND LOGISTICS:** Namchik PEL area measuring 195 Sq. Km. is OIL's nominated PEL and is located in Changlang district of Arunachal Pradesh. The area covers parts of Belt of Schuppen in Assam-Arakan Basin. The area is characterized by rugged mountain ranges, Reserve Forest & difficult logistics. The area is geologically complex as it has been subjected to substantial tectonic disturbances.

3.0 **PRESENT EXPLORATION ACTIVITIES:** Although the PEL area is located in a logistically difficult and geologically complex terrain yet as a part of OIL's accelerated exploration efforts in logistically difficult & geologically complex frontier areas, OIL has already completed 2D API and prospect generation of the area and even provisionally released one location (NCK-1)

The position of the location of the well is as below:

Location	Co-ordinate			
	X	Y	Latitude	Longitude
NCK-1	3348151.00	1088627.00	96 ⁰ -07'-40.14"	27 ⁰ -26'-46.23"

In addition to the above location five more appraisal wells are likely to be drilled.

4.0 **LOGISTICS:** The proposed location (Loc. NCK-1) is located in the south-eastern part of Namchik PEL area. The location falls in a reserve forest (Nampong Forest Division) having an elevation of 207.0m. The nearest accessible town is Miao which is located at a distance of approx. 15 km from the proposed site. Nearest airport Dibrugarh is about 190 km and railway station Digboi is 100 km away from the location.

Co-Ordinates of Namchik PEL Area
Changlang District, Arunachal Pradesh

STATION	LATTITUDE	LONGITUDE
A	27°-25'-00"	95°-50'-30"
B	27°-29'-40"	95°-58'-30"
C	27°-32'-50"	95°-05'-45"
D	27°-34'-20"	96°-07'-45"
E	27°-30'-25"	96°-12'-53"
F	27°-28'-40"	96°-13'-00"
G	27°-28'-20"	96°-11'-15"
H	27°-26'-35"	96°-08'-25"
I	27°-26'-30"	96°-06'-25"
J	27°-27'-50"	96°-05'-45"
K	27°-25'-40"	96°-01'-35"
L	27°-25'-50"	95°-59'-00"

1. A TO D Follows Assam Arunachal State Boundary
2. Total area in Namchik PEL is 195 Sq.km.

CO-ORDINATES OF THE NAMCHIK PEL RELINQUISHED AREA OF 65 SQ.KM.

STATION	LATTITUDE	LONGITUDE
C	27°-32'-50"	96°-05'-45"
N	27°-29'-47"	96°-05'-39"
O	27°-27'-51"	96°-01'-34"
K	27°-25'-40"	96°-01'-35"
L	27°-25'-50"	95°-59'-00"
M	27°-30'-49"	96°-01'-45"

A map showing the study area is enclosed.

4.1 Four (04) exploratory and few delineation wells are proposed to be drilled within 195 sq. km. of the block area. A 2000 HP Diesel Electrical Drilling Rig Package will be deployed for drilling these wells with target depths of 5000 mtrs. (TVD) approx.

4.2 At each drilling site nearly 2.70 hectare area of land will have to be cleared for drilling and associated activities. However the exact coordinates of the locations cannot be given now since the seismic and other geophysical surveys are still in progress.

5.0 OBJECTIVE:

Phase-I Oil India would like to prepare Environmental Impact Assessment (EIA) report to examine the environmental issues that may arise due to the field work related to Drilling and testing of exploratory wells in the block and their likely impact. Further, to reduce the potentially significant adverse impact to acceptable level, suggest feasible and cost effective measures and also define them in an Environmental Management Plan (EMP). The study will have to be conducted as per the Terms of Reference (TOR) and latest guidelines laid down

by Ministry of Environment and Forest, Govt. of India in order to conform to environmental, ecological and social considerations.

6.0 **SCOPE OF WORK:**

6.1 Oil India Limited (OIL) is planning to carry out exploratory drilling for hydrocarbons in its **NAMCHIK PEL** area in Changlang district of Arunachal Pradesh. The EIA study shall be carried out in the area prior to the proposed exploratory drilling activities.

6.2 The scope of work for the study to be carried out shall include the following activities/studies

Activities: The main **activities** of the EIA must be as under:-

- a) To assess the existing status of land, air, noise, water and natural (biological/ecological) environment and socio-economic component of environment including parameters of human interest at the project sites.
- b) To assess the impact on air, water, soil, noise levels, solid/hazardous waste and other environmental components due to planned drilling activities and associated services for above mentioned wells.
- c) To predict significant qualitative and quantitative impact on major environmental components.
- d) Based on prediction, identification and evaluation of impacts of Drilling, cutting of trees (for construction of locations) and related activities to prepare an Environmental Impact Statement.
- e) To prepare an Environmental Management Action Plan (EMAP) outlining preventive and control strategies for minimizing adverse impact on environment due to aforesaid activities to be undertaken.
- f) To prepare draft EIA/EMP and Risk Assessment reports etc. as per the generic structure given in EIA Notification, 2006 approved TORs and latest guidelines/amendments issued by Ministry of Environment and Forest, Govt. of India .
- g) Prepare the final EIA/EMP/RISK ASSESSMENT reports etc. after review by OIL. Further, if any studies are to be repeated or modified as advised by the MOE&F, New Delhi or PCB, Arunachal Pradesh then the same shall have to be carried out by the contractor at no extra cost to OIL.
- h) To assist in fulfilling all the formalities including submission of application along with requisite documents to the ministry and follow up for obtaining Environmental Clearance (EC) in accordance with the procedure laid down in the EIA Notification, 2006.
- i) To be present during presentation to Expert Appraisal Committee (EAC) of MOE&F, New Delhi and officials of Arunachal Pradesh Pollution Control Board as and when required to clarify any issues that may be raised by them.

- j) To prepare and submit the application for Consent to establish/operate after review by the Company and follow-up with the Pollution Control Board of Arunachal Pradesh till the consent is received by OIL.

6.3 Environmental Impact Assessment (EIA): This will include collection of primary and secondary data through field investigations, environmental monitoring and from secondary sources viz. maps, reports, scientific literatures etc. These data then to be analyzed for identification of impacts and arrive at cost effective mitigation measures. The activities that are likely to be studied for each environmental component are described in subsequent paragraphs.

6.3.1 Introduction

- a) Project Description & Project Benefits.
- b) Site details including satellite imagery for 10 km area. Details of forest land involved, if any. Confirmation that there is no National Park/Wild Life Sanctuaries/Eco sensitive area.
- c) Process details for survey and drilling.
- d) Baseline data collection for air, water, and soil for 5 weeks leaving the monsoon season covering an area of 10 km radius from the drilling location and all proposed drilling wells and the following factors.

6.3.2 Air Environment:

- a) Ambient air quality monitoring at eight(8) locations for Suspended Particulate Matter (SPM), Respirable Particulate Matter (RPM), SO₂, NO_x, etc.
- b) Monitoring of HC (methane & non-methane) and VOCs in the baseline data (5 samples).
- c) Climatology and Meteorology including wind speed, wind direction, temperature, humidity, rainfall etc.
- d) Estimation and computation of air emissions resulting out of drilling operations.
- e) Evaluation of the adequacy of the existing and proposed pollution control measures to meet the air quality emission standards.
- f) Assessment of impact on air.

6.3.3 Noise Environment:

- a) Measurement of noise levels at ten (10) different locations in the block.
- b) Estimation of noise levels due to operation of drilling rig, its associated equipment and vehicular movement.
- c) Prediction and evaluation of impacts due to increase in noise levels arising out of the proposed activities on the surrounding environment.
- d) Proposed mitigation measures for noise pollution.

6.3.4 **Water Environment:**

- a) Base line underground and surface water quality in the vicinity of 10 km area.
- b) Assessment of waste water characteristics and quantity of effluent to be discharged from the proposed work.
- c) Suggestion of suitable measures for prevention and control of water pollution.
- d) Detailed water balance, waste water generation and discharge.
- e) Evaluation of the adequacy of the proposed pollution control measures to meet the water discharge norms.
- f) Treatment and utilisation of produced water.

6.3.5 **Land Environment:**

- a) Land use along with maps & cropping pattern, vegetation ecology, Flora & Fauna.
- b) Soil sample analysis at ten (10) locations.
- c) Study of existing vegetation, forestry, wasteland, if any.
- d) Detailed solid waste generation, collection, segregations, its recycling & reuse, treatment and disposal.
- e) Evaluation of the adequacy of the proposed pollution control measures to meet the solid/hazardous waste generation and disposal.
- f) Proposed measures for treatment and disposal of solid & hazardous wastes.

6.3.6 **Natural Environment:**

- a) Assessment of impact of the project on nearby parks, sanctuaries, reserve forests or any ecologically sensitive area/ habitat, if any.
- b) Assessment of potential impacts on ecosystem due to proposed activities.
- c) Delineation of measures for protection of wild life and conservation of trees, if any.
- d) Confirmation that there is no National Park/Wildlife Sanctuary in the area. In case of that, permission from Wild life Warden shall be obtained.
- e) Conservation plan for wild life fauna including endangered fauna, if any, in consultation with the Chief Wildlife Warden.
- f) Forestry clearance under the Forest (conservation) Act, 1980 for diversion of forest land.

6.3.7 **Socio-economic Environment:**

- a) Demography & Socio-economics of the area.
- b) Assessment of impacts on places of historic/archaeological importance and aesthetic impairment, if any.
- c) Assessment of labour requirement and employment potential for local population.
- d) Details of Compensation for the land oustees.

6.3.8 **Any other studies:** Any other studies that may be necessary to meet the statutory requirements of the MOE&F, SPCB and other government guidelines.

6.4 **Environmental Management Plan and Monitoring Plan:** The Environmental Management Plan (EMP) should include a set of recommendations for air, noise and water quality management, solid and hazardous waste management, conservation of wild life and forest protection during the proposed drilling activities by the Company and its Contractor(s).

6.5 **Risk Assessment & Disaster Management Plan including the following**

- a) Identification of hazards
- b) Consequence Analysis.
- c) Risk Presentation & proposed measures for Risk Reduction.
- d) Disaster Management Plan (DMP)
- e) Oil spill contingency plan and Emergency Response plan.

6.6 **General**

- a) Storage of chemicals at the site, proposed preventive measures for spillage and accident.
- b) Details of drilling rigs to be used & measures for decommissioning of the rigs & projects.
- c) Post project closure and monitoring program for minimum 10 years.
- d) Documentary proofs for memberships of common disposal facilities, if any.
- e) Details of proposed occupational Health Surveillance program for the employees and other labour.
- f) Environmental Monitoring program while drilling is undertaken.
- g) Executive Summary.

7.0 **TIME FRAME:** The Contractor shall complete the activities as detailed below and thereafter associate with Company for obtaining the **Environmental Clearance (EC)** and **consent to establish/operate**. The detailed time frame for the execution of the Contract will be as follows:

Activity	Time frame
PHASE-I: EIA STUDY AND EC	
a) Commencement of work	Within 2 (Two) weeks of issuance of LOA
b) Data collection (Primary and secondary)	Within 6 weeks of commencement of work
c) Analysis (air, water, soil, sediment, ecology etc.), Presentation & submission of 2 hard copies and one soft copy of the draft report at Duliajan, Assam for Company's comments /	Within 8 (Eight) weeks after collection of data

views.	
d) Submission of 20 hard copies and two soft copies of Final EIA report at Company's office at Duliajan	Within 2 (Two) weeks of finalisation of the report by the Company
e) Making presentation to MOE&F at New Delhi for EC	As & when advised by OIL after receiving the intimation regarding date and time from MOE&F
PHASE-II: CONSENT TO ESTABLISH	
a) To prepare & submit the application(after review by OIL) to Arunachal Pradesh Pollution Control Board, Itanagar for Consent to establish	As advised by OIL after receiving the EC from MOE&F
b) To pursue the matter suitably with APSPCB till the consent to establish is received by OIL for the first drilling location	

6.0 Deliverables/Reports:

- a) **Draft Report:** 2 Copies of Draft Report on EIA Study along with a soft copy of report on CD/Pen Drive.
- b) **Presentation:** One presentation to Company at Duliajan prior to finalization of the draft report.
- c) **Application for Consent to establish:** To prepare & submit the application to State Pollution Control Board, Arunachal Pradesh for Consent to establish after review by the Company. Further one receipted copy of application for Consent to establish to be provided to Company for its records.
- d) **Final Report:** 20 (Twenty-five) spiral bounded copies of final report to be submitted to **Company** incorporating the comments of the Company along with 2 soft copies of the final report in CDs/Pen Drive.

SECTION – V

Schedule of Rates & Payment

1.0 Schedule of Rates: The duration, rates and charges to be quoted by bidders which shall be applicable to this Contract:

Srl. #	Description	Duration	Amount
1	Phase-I: EIA study	In Days	In INR
1(a)	Commencement of work		Lump sum Charges for activity 1.(a) to 1.(e) under Phase-I A = Rs. _____
1(b)	Data collection (Primary and secondary)		
1(c)	Analysis (air, water, soil, sediment, ecology etc.), Presentation & submission of 2 hard copies and one soft copy of the draft report at Duliajan, Assam for Company's comments/ views.		
1(d)	Submission of 20 hard copies and two soft copies of Final EIA report at Company's office at Duliajan		
1(e)	Making presentation to MOE&F at New Delhi for EC		
2	Phase-II:		
2 a)	To prepare & submit the application (after review by OIL) to Arunachal Pradesh Pollution Control Board, Itanagar for Consent to establish		Lump sum Charges for activity 2.(a) & 2.(b) under Phase-II B= Rs. _____
2 b)	To pursue the matter suitably with APSPCB till the consent to establish is received by OIL for the first drilling location		
Total contract value inclusive of all applicable taxes & duties but excluding Service Tax which shall be on Company's account.			A+B = Rs.

- a) The above prices are inclusive of all taxes & duties to perform the services described under the Scope of the work above.

- b) **Service Tax:** Service Tax, if any, as applicable and/or levied on payments against this contract shall be paid by the Company at actual against documentary evidence.
- c) The price shall be inclusive of all obligations, costs and expenses necessary to perform and to complete the Scope of Work.
- d) Expenses incurred in performing work, not included in the Scope of Work, and at the direction and approval of the Company shall be reimbursed at cost.
- e) Any statutory fee payable for obtaining Environment Clearance, consent to establish/NOC etc. shall be on Company's a/c.
- f) The Contractor shall bear the cost of travelling of his team member(s) to the site for carrying out the study.
- g) It is the Contractor's responsibility to arrange lodging and boarding for its team member(s) at the study/ operational area.

2.0 Schedule of Payment: The schedule of payment will be as follows:

PARTICULARS	%age
After Mobilization and setting up of monitoring stations	10% of "A"
After submission of the draft report	30% of "A"
After submission of the final report.	10% of "A"
After Obtaining Environment Clearance	10% of "A"
After receipt of Consent to Establish by OIL from SPCB, Arunachal Pradesh.	100% of "B" and balance 40% of "A"

PROFORMA I

STATEMENT OF COMPLIANCE

SECTION NO.	CLAUSE NO./ SUB-CLAUSE NO.	COMPLIANCE/NON- COMPLIANCE	REMARKS
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Signature of the bidder

BID FORM

To

M/s. Oil India Limited,
P.O. Duliajan, Assam, India

Sub: Tender No. _____

Gentlemen,

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

We undertake, if our Bid is accepted, to commence the work within () days calculated from the date of award of contract.

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

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

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

Dated this _____ day of _____ 2010.

Signature

Name:

(In the capacity of)

CONTRACT FORM

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

WHEREAS, the Company desires that Services _____(brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires.

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

WHEREAS, Company issued a firm Letter of Award No. _____ based on Offer No. _____submitted by the Contractor against Company's Tender No. _____.

WHEREAS, Contractor has accepted the Company's Letter of Intent vide their letter No._____.

All these aforesaid documents shall be deemed to form and be read and construed as part of this Contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's bidding document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorised solely by an amendment to the contract executed in the same manner as this contract.

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

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.

2. In addition to documents hereinabove, the following Sections attached herewith shall be deemed to form and be read and construed as part of this Contract viz:
 - (a) Section-I indicating the General Conditions of Contract,
 - (b) Section-II indicating the Terms of Reference/Technical specifications and
 - (c) Section-III indicating the Schedule of Rates.
3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, Sealed and Delivered,

For and on behalf of Company
(Oil India Limited)

For and on behalf of Contractor
(M/s. _____)

Name :
Status :
In presence of

Name :
Status :
In presence of

1.
2.

1.
2.



