

SECTION - I

Forwarding Letter

M/s. _____

Tender Fee: ₹ 2,000.00

Srl. No.:

TENDER NO. OIL/NEF/039/2011

DESCRIPTION: HIRING OF SERVICES FOR PRE-DRILLING ENVIRONMENTAL IMPACT ASSESSMENT (EIA) STUDY IN NELP-IV BLOCK: AA-ONN-2002/3 IN KARBI ANGLONG & NORTH CACHAR HILLS, ASSAM FOR OBTAINING ENVIRONMENTAL CLEARANCE (EC) FROM MINISTRY OF ENVIRONMENT & FOREST (MOE&F), GOVT. OF INDIA 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/company for **“hiring of services for Pre-Drilling Environmental Impact Assessment (EIA) study in NELP-IV Block:AA-ONN-2002/3 in Karbi Anglong & North Cachar Hills, Assam for obtaining Environmental Clearance(EC) form MOE&F, Govt. of India** 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 on or 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/039/2011
- (ii) TYPE OF BID : Composite Bid
- (iii) BID CLOSING DATE & TIME : 29-04-2011 (13.00 hrs IST)

- (iv) BID OPENING DATE & TIME : 29-04-2011 (13.30 hrs IST)
- (v) BIDS TO BE ADDRESSED TO : Group General Manager (NEF)
NEF Project,
OIL INDIA LIMITED,
DULIAJAN, ASSAM - 786 602
- (vi) BID SUBMISSION/OPENING PLACE : Office of Group General
Manager (NEF)
NEF Project
OIL INDIA LIMITED
DULIAJAN, ASSAM - 786 602
- (vii) BID SECURITY AMOUNT : ₹ 80,000.00 (Rupees Eighty
Thousand only)
- (viii) TIME FOR COMMENCEMENT OF WORK : Within two weeks after issue
of LOA.
- (IX) PERFORMANCE SECURITY DEPOSIT : 7.5 % of estimated contract
value
- (viii) QUANTUM OF LIQUIDATED
DAMAGE FOR DEFAULT IN
TIMELY COMPLETION OF WORK : 1/2% of the total contract value
per week or part thereof subject
to maximum of 7.1/2%
- 3.0 OIL now looks forward for your active participation in the tender.

Yours faithfully,
OIL INDIA LIMITED

(N.M.Kakati)
P.O. (M&C-NEF)
For Chief Manager (M&C-NEF)
For Group 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. **OIL/NEF/039/2011**
 - (ii) Bid closing date and time
 - (iii) Bid opening date and time.
 - (iv) Bid submission/opening place
 - (v) Quantum of liquidated damages for default in timely completion.
 - (vi) Bid security amount & performance security
- (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)
- (i) Form of performance Bank Guarantee (Performa-E)
- (j) Form of Bid security (Bank Guarantee- Performa-G)
- (k) Performa for letter of Authority (Performa-H)

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 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 any printed literature which 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
- (v) Bid Security furnished in accordance with clause No. 10.0

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 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. 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 required environmental studies most efficiently.

9.1.1 Bidders 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 Bidders shall furnish a written undertaking in their 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.

9.2 A copy of certificate of Accreditation issued by Quality Control of India (QCI) to the Environmental Consultant (bidder) must be enclosed with the bid failing which the bid shall summarily be rejected.

10.0 **BID SECURITY:**

10.1 Pursuant to clause No. 5.0, the Bidder shall furnish as part of his bid, Bid Security in the amount as specified in the "Forwarding Letter".

10.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-clause 10.9.

10.3 The Bid Security shall be denominated in the currency of the bid, and shall be in one of the following form:

(a) A bank guarantee (BG) or irrevocable Letter of Credit (L/C) issued by:

- i) A scheduled Indian Bank or
- ii) An Indian branch of a foreign Bank

in the form provided vide **Proforma-G** or any other form acceptable to the Company and valid for 30 days beyond the validity of the bids.

(b) A banker's cheque or demand draft drawn in favour of 'Oil India Limited' and payable at Duliajan, Assam.

10.4 Any bid not secured in accordance with sub-clause 10.1 and/or 10.3 shall be rejected by the Company as non-responsive.

10.5 Bidders will extend the validity of their Bid Security, if and whenever specifically advised by the Company, at the bidder's cost.

10.6 Bid Security will not accrue any interest during its period of validity or extended validity.

10.7 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.

10.8 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the performance security.

10.9 The Bid Security may be forfeited:

- (a) If any Bidder withdraws or modifies his bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or
- (b) If a successful Bidder fails:
 - i) To sign the contract within reasonable time & within the period of bid validity, and/or
 - ii) To furnish Performance Security.

11.0 PERIOD OF VALIDITY OF BIDS:

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

11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (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.

12.0 FORMAT AND SIGNING OF BID:

11.1 The Bidder shall prepare two 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.

12.2 The original and all copies of the bid shall be typed or written in indelible ink 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.

12.3 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:

13.0 SEALING AND MARKING OF BIDS:

13.1 The tender is being processed according to a single stage composite bid procedure.

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

13.3 The bid (Original + 1 copy) should be put in an envelope bearing the following details on the right hand top corner and the envelope should be mailed to Group General Manager (NEF), Oil India Limited, Duliajan, Assam-786 602:

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

13.4 The offer should contain complete details of services and equipment/accessories/software offered.

13.5 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**.

13.6 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.

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

14.0 DEADLINE FOR SUBMISSION OF BIDS: Bids must be received by the Company at the address specified in the Forwarding Letter not later than 13-00 Hrs. (Indian Standard Time) on the bid closing date mentioned in the forwarding letter.

14.1 **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 In the event of receipt of a single offer against the tender within B.C. date, OIL reserves the right to extend the B.C. date as deemed fit by the

company. During the extended period, the bidders who have already submitted the bids on or before the original B. C. date shall not be permitted to revise their quotation.

15.3 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and despatched in accordance with the provisions of Clause 13.0.

15.4 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.

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

15.6 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 rates quoted for all the services as mentioned in the terms of reference vide **Section IV** of this tender document and comparison will be made based on the total estimated cost quoted in the bid.

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 for the services as mentioned in the terms of reference vide **Section-IV** of this tender document, 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 or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for company's action.

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 cable or telex or fax (to be confirmed in writing by registered/courier letter) that his bid has been accepted.

21.2 The notification of award will constitute the formation of the Contract.

22.0 SIGNING OF CONTRACT:

22.1 At the same time as the Company notifies the successful Bidder that his Bid has been accepted, the Company will either invite the successful bidder for signing of the agreement or send the Contract Form provided in the bidding documents. The form will be accompanied by the General Conditions of Contract, Terms of Reference/Technical specifications, Schedules of rates and all other relevant documents.

22.2 Within 2(two) weeks from the date of Letter of Award, the successful Bidder shall sign and date the contract.

23.0 SECURITY DEPOSIT:

23.1 Within 2 (two) weeks from the date of letter of award from the Company, the successful Bidder shall furnish the security deposit for an amount specified in the Forwarding Letter in the form of

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 providing the services 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 company or company's contractor (other than the Contractor executing the contract). The 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 the company notifies contractor in writing that the contractor has been awarded the contract.

2.2 The Commencement Date of the work will be reckoned from the 14th 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 Duliajan, enroute boarding, lodging etc.

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 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 six months 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 the survey work 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 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.

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

8.6 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by contractor (except customs duty) shall be borne by the contractor.

8.7 **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.

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 demobilize 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 for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in Dibrugarh/ Guwahati.

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

Group 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 or part thereof, for the 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 PERFORMANCE SECURITY:

The contractor has furnished to company a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (7.5 % of the estimated contract price) valid till _____ towards performance security. The performance security shall be payable to company as compensation for any loss resulting from contractor's failure to fulfill their obligations under the contract. In the event of extension of the contract period, the validity of the bank guarantee shall be suitably extended by the contractor. The bank guarantee will be discharged by company not later than 30 days following expiry.

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

21.0 LIABILITY:

21.1 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.

21.2 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.

21.3 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.

21.4 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.

21.5 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.

21.6 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.

21.7 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.

21.8 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.

22.0 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.

23.0 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.

24.0 PAYMENT & INVOICING PROCEDURE:

24.1 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.

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

24.3 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.

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

24.5 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.

24.6 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 24.3 above.

24.7 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.

24.8 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.

24.9 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.

25.0 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.

26.0 WITH-HOLDING:

26.1 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.

SECTION – IV

TERMS OF REFERENCE / TECHNICAL SPECIFICATION

PRE-DRILLING ENVIRONMENTAL IMPACT ASSESSMENT (EIA) STUDY IN NELP-IV BLOCK: AA-ONN-2002/3 IN KARBI ANGLONG & NORTH CACHAR HILLS, ASSAM FOR OBTAINING ENVIRONMENTAL CLEARANCE TO CARRY OUT 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.

2.0 **BASIC INFORMATION OF THE AREA AND LOGISTICS:**

NELP-IV BLOCK: AA-ONN-2002/3, in Karbi-Anglong & North Cachar Hills, ASSAM:

The salient points about the block area to be surveyed are given below:

- i. The NELP-IV BLOCK: AA-ONN-2002/3 is situated in the Karbi Anglong & North Cachar Hills districts of Assam state and covers an area of 1095 Sq km. The nearest international airport is at Guwahati and nearest domestic airport is at Dimapur. The area is connected with different parts of Assam by rail and road. The nearest railway station is at Lumding, Assam.
- ii. The proposed area of study lies within the following broad coordinates:

Coordinates of Block AA-ONN-2002/3

| Points | Latitude (N) | | | Longitude (E) | | |
|--------|--------------|------|-------|---------------|------|-------|
| | Deg. | Min. | Sec. | Deg. | Min. | Sec. |
| C | 25 | 40 | 20.87 | 93 | 07 | 48.04 |
| G | 25 | 40 | 53.00 | 93 | 15 | 35.00 |
| H | 25 | 32 | 53.00 | 93 | 19 | 57.00 |
| I | 25 | 25 | 0.00 | 93 | 22 | 37.00 |
| D | 25 | 15 | 0.00 | 93 | 04 | 11.00 |
| C | 25 | 40 | 20.87 | 93 | 07 | 48.04 |

Note: A map showing the block area is enclosed.

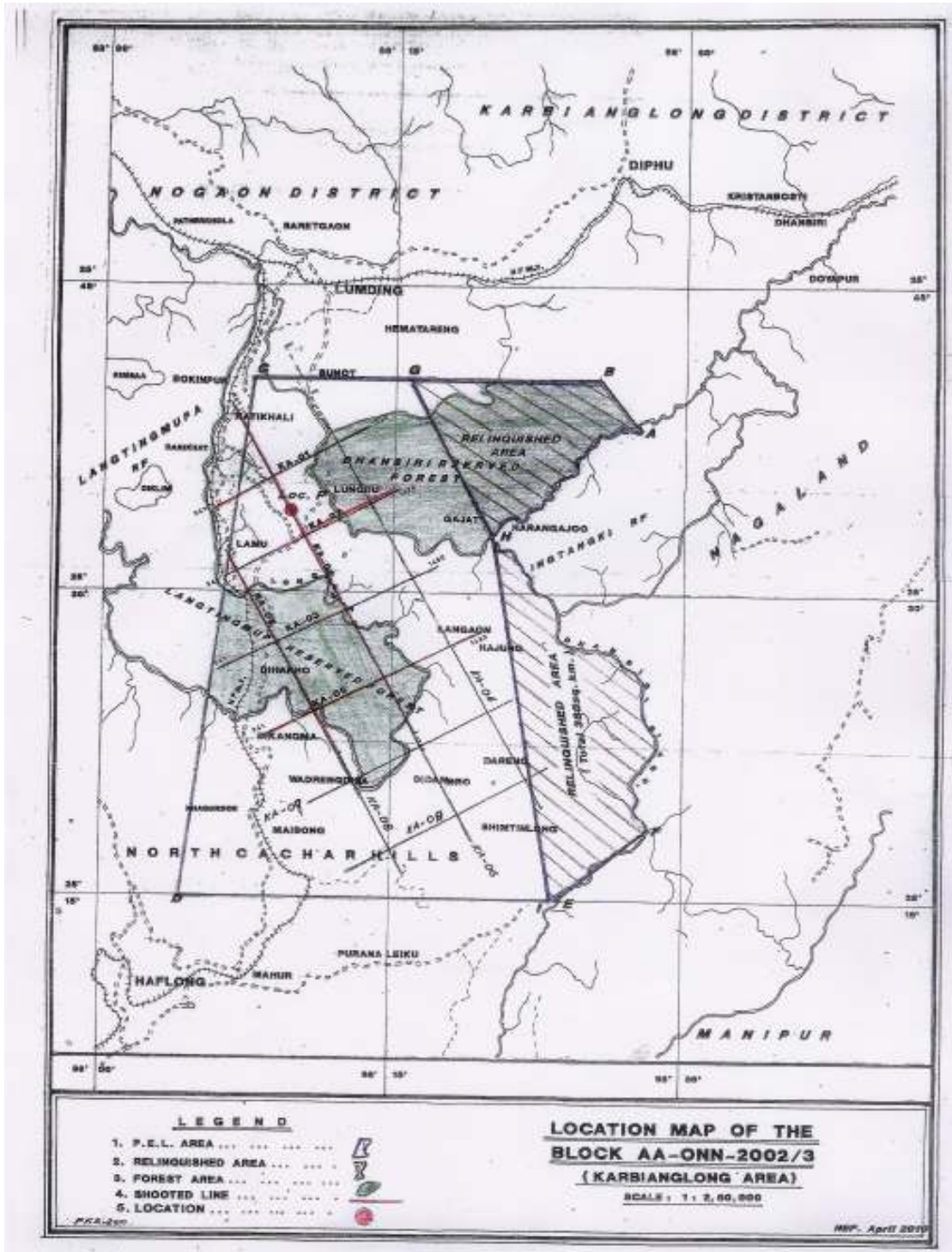


Fig. NELP-IV Block AA-ONN-2002/3, Karbi-Anglong & North Cachar Hills, Assam.

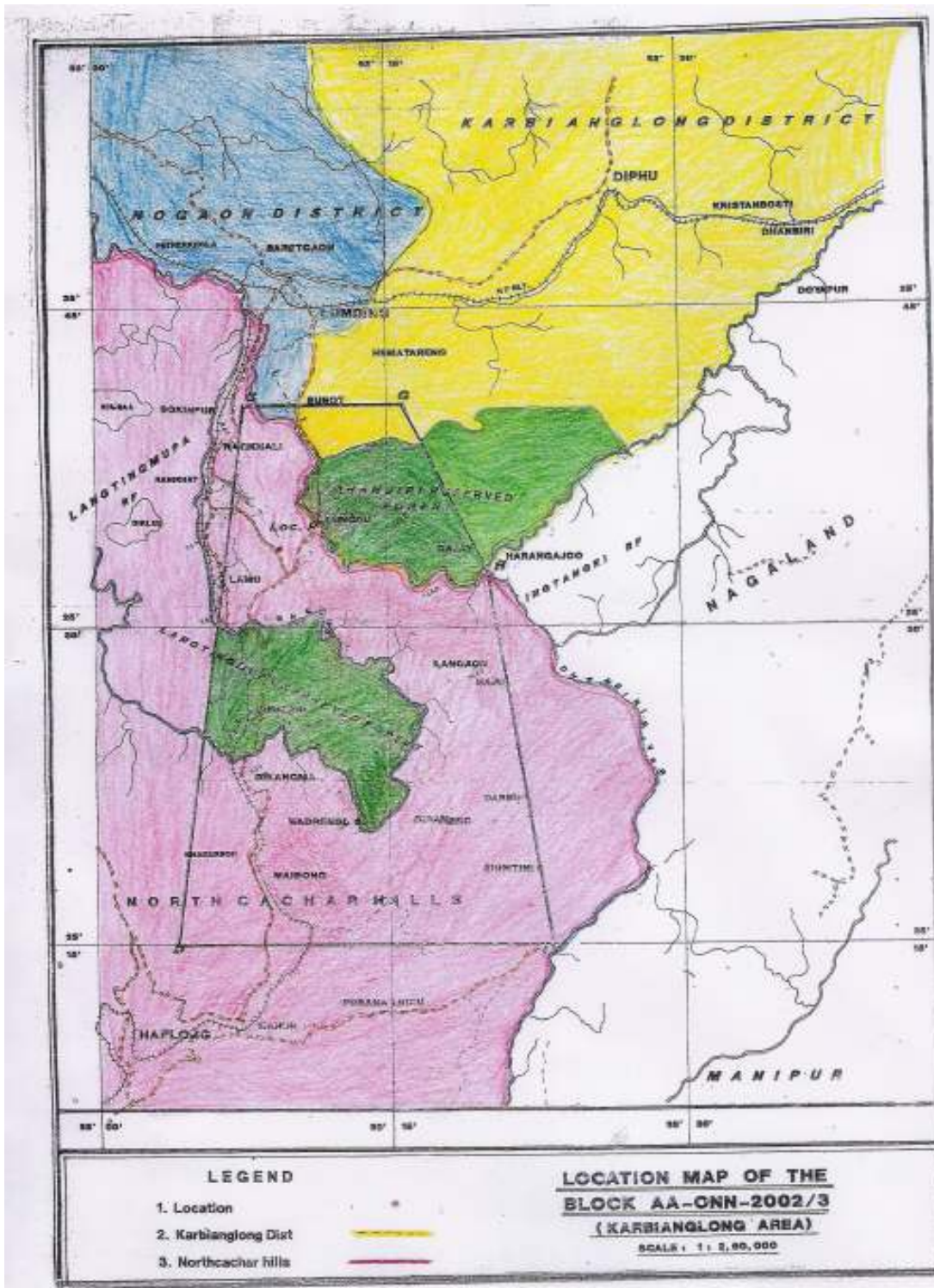


Fig. Map showing the block boundary. (Not to scale)

- iii. NELP-IV Block: AA-ONN-2002/3 is situated in the southern part of Assam State. The western part of the block is connected by road and railway and the rest of the part is not well connected by road. The northern part is covered by Dhansiri Reserve Forest and Langting Mupa Reserve Forest.
- iv. Due to the variation in topography it experiences different climates in different parts of the year. Winter commences from October and continues till February. During summer, the atmosphere becomes sultry. The temperature ranges from 6 degree to 12 degree in winter and 23 degree to 32 degree Celsius in summer. The average rainfall is about 2416 mm.

3.0 Five (05) exploratory & appraisal wells are proposed to be drilled within an area of 15 Km radius with centre of Oil Field as its centre covering the area of all proposed drilling wells. A 1400 hp Diesel Electrical Drilling Rig package is likely to be deployed for drilling these wells with target depths of 3500 m (TVD) approximately.

At each drilling site nearly 03 hectares area will have to be cleared for drilling and associated activities.

4.0 OBJECTIVE: 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) issued to OIL by Ministry of Environment and Forests (MOEF), New Delhi and any other statutory guidelines of the Govt. either existing or issued from time to time till the EC and Consent to Establish/Operate is received by OIL.

4.1 The position of the 1st drilling location is indicated in the Location Map which is enclosed. However, the precise location coordinates shall be intimated at the time of issue of Letter of Award (LOA). The location is situated at a distance of about 40 Kms. by road from Lumding Railway station. Additionally, four more exploratory and appraisal wells are likely to be drilled within a radius of 10 -12 Kms. from the 1st location.

5.0 SCOPE OF WORK:

5.1 The scope of work for the study to be carried out shall include but not be limited to the following activities/studies:

- a) To carry out **Environmental Impact Assessment (EIA)** study as per the Terms of Reference (TOR) issued to OIL by Ministry of Environment

- and Forests (MOEF), New Delhi and to cover an area of 15 km radius. Scanned copy of the said TOR is attached.
- b) 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 Forests, Govt. of India from time to time .
 - c) To be present during Public Hearing process, make necessary presentation in local language (if required) and to address all the environmental concerns based on the feedback of Public Hearing /Public consultations and to incorporate the issues emerged during the Public hearing in the Final EIA/EMP report.
 - d) 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, Assam for obtaining the EC/any other statutory clearance(s) then the same shall have to be carried out by the contractor at no extra cost to OIL.
 - e) 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.
 - f) To be present and make presentation to Expert Appraisal Committee (EAC) of MOE&F, New Delhi and officials of Pollution Control Board, Assam as and when required to clarify any issues that may be raised by them.
 - g) 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 Assam till the said consent is received by OIL.

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

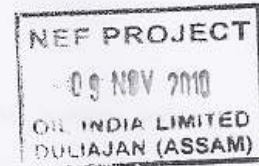
Note:

(i) The consultant(s) involved in the preparation of EIA/EMP report after accreditation with Quality Council of India / National Accreditation Board of Education and Training (QCI/NABET) would need to include a certificate in this regard in the EIA/EMP reports prepared by them and data provided by other Organisation(s)/Laboratories including their status of approvals etc. In this regard circular no J-I1013/772004-IA II(I) dated 2nd December,2009 available on the Ministry's website <http://www.moef.nic.in> may also be referred.

(ii) Bidder must enclose with his bid a copy of the 'Certificate of Accreditation' issued by the QCI to the Environmental Consultant failing which the bid will be summarily rejected.

6.0 **SCANNED COPY OF TOR ISSUED BY MOE&F**

F. No. J-11011/342/2010- IA II (I)
Government of India
Ministry of Environment and Forests
(I.A. Division)



Paryavaran Bhawan
CGO Complex, Lodhi Road
New Delhi – 110 003

E-mail : pb.rastogi@nic.in
Telefax : 011: 2436 7668
Dated 29th October, 2010

To, ✓
Shri A.K. Sastry
Group General Manager (NEF Project)
M/s Oil India Limited
Duliajan - 786 602, Assam.

E-mail: khambu12@yahoo.co.in / nef@oilindia.in ; Fax No. : 0374-2801799.

Subject : Exploratory Drilling and Testing of Hydrocarbons in NELP-IV Block; AA-ONN-2002/3 in Karbi Anglong and North Cachar Hills, Assam by M/s Oil India Limited - TORs reg.

Ref. : Your letter no. 01/5/(C)-1988/2010 dated 24th June, 2010.

Sir,

Kindly refer your letter no. 01/5/(C)-1988/2010 dated 24th June, 2010 alongwith project documents including Form-I, Pre-feasibility Report and draft 'Terms of Reference' as per the EIA Notification, 2006. It is noted that proposal is for the Exploratory Drilling and Testing of Hydrocarbons in NELP-IV Block; AA-ONN-2002/3 in Karbi Anglong and North Cachar Hills, Assam by M/s Oil India Limited. Total 5 wells (exploratory and appraisal) will be drilled. Following will be the co-ordinates of the block AA-ONN/2002/3 (Karbi Anglong & North Cachar) :

| Points | Longitude | Latitude |
|--------|----------------------------|----------------------------|
| C | 93 ^o 07' 48.04" | 25 ^o 40' 20.87" |
| G | 93 ^o 15' 52.21" | 25 ^o 40' 21.47" |
| J | 93 ^o 19' 57.00" | 25 ^o 32' 53.00" |
| I | 93 ^o 22' 37.00" | 25 ^o 15' 00.00" |
| D | 93 ^o 04' 11.00" | 25 ^o 15' 00.00" |
| C | 93 ^o 07' 48.04" | 25 ^o 40' 20.87" |

Draft Terms of Reference (TOR) have been discussed and finalized during the 14th Expert Appraisal Committee (Industry-2) meeting held on 16th-17th September, 2010 for preparation of EIA/EMP. Following are the 'TORs':

1. Executive summary of the project.
2. Details of existing and proposed activities in tabulated form including GGSs/CTF/CPF. ✓

3. No. of development wells for which environmental clearance is accorded and no. of new wells proposed during expansion. Status and no. of the wells which are completed and closed.
4. Point-wise compliance report to the conditions stipulated in environmental clearance accorded for the existing project.
5. Point-wise compliance report to the 'Consent to Establish' 'Consent to Operate' and Authorization for the existing units alongwith all the necessary annexures.
6. Project Description and Project Benefits
7. Site details including satellite imagery for 10 km area. Location of National Park/Wild life Sanctuary/Reserve Forest/ Eco sensitive area.
8. Permission from the State Forest Department regarding the impact of the proposed plant on the surrounding National Park/Wild life Sanctuary/Reserve Forest/ Eco sensitive area, if any.
9. Status of acquisition of land with break-up details (Govt./Pvt./Forest land etc.) viz. Total land acquired / to be acquired for the proposed project.
10. Approval of the forest land to be used in the project by the concerned department.
11. Land use along with maps & cropping pattern, vegetation ecology, flora & fauna
12. Demography & Socio-economics of the area.
13. Process details for survey and drilling.
14. Approval for the forest land from the State/Central Govt. under Forest (Conservation) Act, 1980. Details of the
15. Base line data for land subsidence measurements should be incorporated. Any issues related to land subsidence.
16. Base line data collection for air, water and soil for one season leaving the monsoon season in an area of 10 Km radius with centre of Oil Field as its centre covering the area of all proposed drilling wells.
 - Action plan to control ambient air quality as per NAAQES Standards notified by the Ministry on 16th September, 2009 at various locations.
 - Ambient Air Quality monitoring at 8 locations for PM₁₀, PM_{2.5}, SO₂, NO_x.
 - Background levels of hydrocarbons as HC (Methane and Non-methane) and VOCs (5 samples).
 - Soil sample analysis at 10 locations
 - Base line underground and surface water quality in the vicinity of 10 km area.
 - Climatology & meteorology including wind speed, wind direction, temperature, rainfall etc.
 - Measurement of noise levels at 10 locations in the block
17. 'Permission' for the drawl of water from the Competent authority. Detailed water balance, wastewater generation and discharge.
18. Treatment and utilization of produced water.
19. Detailed solid waste generation, collection, segregations, its recycling and reuse, treatment and disposal
20. Estimation and computation of air emissions resulting out of drilling operations
21. Assessment of impact on air, water, soil, solid/hazardous waste and noise levels
22. Evaluation of the adequacy of the proposed pollution control measures to meet the air quality emission standards, water discharge norms, solid/hazardous waste generation and disposal
23. Estimation of noise level due to operation of drilling, its associated equipments and vehicular movement & prediction and evaluation of impacts due to increase in noise levels arising out of the proposed activities on the surrounding environment. Proposed mitigation measures for noise pollution ✓

24. Storage of chemicals at the site, proposed preventive measures for spillage and accident.
25. Environmental Management Plan
26. Risk Assessment & Disaster Management Plan
 - Identification of hazards
 - Consequence Analysis
 - Risk Presentation & proposed mitigation measures for Risk Reduction
 - Disaster Management Plan (DMP)
 - Design details of Blowout Preventer (BOP) and how it works.
 - Oil Spill Contingency Plan and Emergency Response Plan
27. Measures to be taken for decommissioning of the rigs and projects
28. Post project closure and monitoring programme
29. Documentary proofs for Memberships of common disposal facilities, if any
30. Details of proposed occupational Health Surveillance program for the employees and other labour.
31. Environmental Monitoring program while survey and drilling is undertaken.
32. Total capital cost and recurring cost/annum for environmental pollution control measures.
33. Any litigation pending against the project and / or any direction /order passed by any Court of Law against the project, if so, details thereof.
34. Public hearing issues raised and commitments made by the project proponent on the same should be included separately in EIA/EMP Report in the form of tabular chart with financial budget for complying with the commitments made.
35. A tabular chart with index for point wise compliance of above TORs.

The following general points should be noted:

- i) All documents should be properly indexed, page numbered.
- ii) Period/date of data collection should be clearly indicated.
- iii) Authenticated English translation of all material provided in Regional languages.
- iv) The letter/application for EC should quote the MOEF file No. and also attach a copy of the letter.
- v) A copy of the letter received from the Ministry should be also attached as an annexure to the final EIA-EMP Report.
- vi) The final EIA-EMP report submitted to the Ministry must incorporate the issues in this letter. The index of the final EIA-EMP report must indicate the specific chapter and page no. of the EIA-EMP Report where the above issues have been incorporated.
- vii) While preparing the EIA report, the instructions for the proponents and instructions for the consultants issued by MoEF vide O.M. No. J-11013/41/2006-IA.II (I) dated 4th August, 2009, which are available on the website of this Ministry should also be followed.
- viii) The consultants involved in the preparation of EIA/EMP report after accreditation with Quality Council of India (QCI)/National Accreditation Board of Education and Training (NABET) would need to include a certificate in this regard in the EIA/EMP reports prepared by them and data provided by other organization/Laboratories including their status of approvals etc. In this regard circular no F. No.J -11013/77/2004 -IA II (I) dated 2nd December, 2009 posted on the Ministry's website <http://www.moef.nic.in> may be referred.
- ix) Status of approval of Accreditation with Quality Council of India / National Accreditation Board of Education and Training (QCI/NABET) as per circular no F. No. J -


I1013/77/2004-IA II(I) dated 28th June, 2010 available on the Ministry's website <http://www.moef.nic.in>.

- x) 'Certificate of Accreditation' issued by the QCI to the environmental consultant should be included.


These 'TORs' should be considered for the preparation of EIA / EMP report for the Exploratory Drilling and Testing of Hydrocarbons in NELP-IV Block; AA-ONN-2002/3 in Karbi Anglong and North Cachar Hills, Assam by M/s Oil India Limited in addition to all the relevant information as per the 'General Structure of EIA' given in Appendix III and IIIA in the EIA Notification, 2006. The EIA/EMP as per TORs should be submitted to The Chairman, Assam Pollution Control Board (APCB), Assam for public consultation. The APCB shall conduct the public hearing/public consultation as per the provisions of EIA notification, 2006.

You are requested to kindly submit the final EIA/EMP prepared as per TORs and incorporating all the issues raised during Public Hearing / Public Consultation to the Ministry for considering the proposal for environmental clearance **within 2 years as per the MoEF O.M. No. J-11013/41/2006-IA.II (I) dated 22nd March, 2010.**

The consultants involved in the preparation of EIA/EMP report after accreditation with Quality Council of India / National Accreditation Board of Education and Training (QCI/NABET) would need to include a certificate in this regard in the EIA/EMP reports prepared by them and data provided by other Organization(s)/Laboratories including their status of approvals etc. In this regard circular no F. No. J -1013/77/2004-IA II(I) dated 2nd December, 2009 available on the Ministry's website <http://www.moef.nic.in> may be referred.


(Dr. P.B. Rastogi)
Scientist 'F'

Copy to : The Chairman, Assam Pollution Control Board, Bahunimatram, Guwahati, Assam.


(Dr. P.B. Rastogi)
Scientist 'F'

7.0 TIME FRAME FOR EIA STUDY: The Contractor shall complete the activities of **Phase-I, Phase II and Phase III** as detailed below and thereafter the contractor shall be associated 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- No. of Days |
|---|--|
| PHASE-I: EIA STUDY | |
| a) Mobilisation & Commencement of work | Within 14 days of issuance of LOA |
| b) Base line data collection analysis for air, water, soil, ecology etc. | One season leaving the monsoon season. |
| c) Presentation & submission of 2 hard copies and one soft copy of the draft report at Duliajan, Assam for Company's comments / views. | 15 days After completion of field work |
| d) To prepare & submit the application and other documents (after review by the Company) to State Pollution Control Board for Conduct of Public Hearing. | Within 10 days of advice by the Company |
| e) To be associated with Public Hearing Process as described in detail in the Scope of services | During Public Hearing and as & when required |
| f) Submission of 25 copies of final report in bound volume and 02 soft copies after incorporating Company's views/comments and incorporating all the issues raised during Public Hearing/Consultation etc as per MOEF guidelines. | Within 15 days of advice by the Company. |
| PHASE-II: ENVIRONMENTAL CLEARANCE | |
| a) To assist in preparation of all the documents including the application for obtaining EC from MOE&F. | Within 10 days of advice by the Company |
| b) Making presentation to MOE&F at New Delhi for obtaining EC. | As & when advised by OIL after receiving the intimation regarding date and time from MOE&F |
| PHASE-III: CONSENT TO ESTABLISH/OPERATE | |
| a) To prepare & submit the application (after review by OIL) to Pollution Control Board of Assam for Consent to establish/operate. | As advised by OIL after receiving the EC from MOE&F. |
| b) To pursue the matter suitably with PCBA till the consent to establish/operate is received by OIL for the first drilling location. | |

8.0 Deliverables/Reports:

- a) **Draft Report:** 2 hard Copies of Draft Report on EIA Study along with a soft copy of report in Pen Drive.
- b) **Presentation:** One presentation to Company at Duliajan prior to finalization of the draft report.
- c) To prepare & submit the application and other documents (after review by the company) to State Pollution Control Board for conduct of Public Hearing.
- d) To be present during Public Hearing and make presentation in local language, if required.
- e) **Final Report:** Submission of 25 copies of final report in bound volume and 02 soft copies after incorporating Company's views/comments and incorporating all the issues raised during Public Hearing/Consultation etc. as per TOR and other MOEF guidelines.
- f) **Application for EC:** To assist in preparation of all the documents including the application for obtaining EC.
- g) Making **presentation to MOE&F** at New Delhi for obtaining EC.
- h) To prepare & submit the application (after review by OIL) to Pollution Control Board of Assam for **Consent to establish/operate.**
- i) To pursue the matter suitably with PCBA till the consent to establish/operate is received by OIL for the first drilling location

SECTION-V

Schedule of Rates & Payment

1.0 Schedule of Rates: The rates and charges to be quoted by the bidders:

| | | |
|--|--|--|
| 1 | Phase-I: EIA study | Karbi Anglong Block |
| 1.a | Mobilisation & Commencement of work | Lump sum Charges for activity 1.a to 1.f under Phase-I A = |
| 1.b | Base line data collection/ analysis for air, water, soil, ecology etc. | |
| 1.c | Presentation & submission of 2 hard copies and one soft copy of the draft report at Duliajan, Assam for Company's comments / views. | |
| 1.d | To prepare & submit the application and other documents (after review by the Company) to State Pollution Control Board for Conduct of Public Hearing. | |
| 1.e | To be associated with Public Hearing Process as described in detail in the Scope of services | |
| 1.f | Submission of 25 copies of final report in bound volume and 02 soft copies after incorporating Company's views/comments and incorporating all the issues raised during Public Hearing/Consultation etc as per TOR and other MOEF guidelines. | |
| 2 | Phase-II: ENVIRONMENTAL CLEARANCE | |
| 2.a | To assist in preparation of all the documents including the application for obtaining EC. | Lump sum Charges for activity 2.a & 2.b under Phase-II B = |
| 2.b | Making presentation to EAC, MOE&F, at New Delhi and receipt of EC. | |
| 3 | PHASE-III: CONSENT TO ESTABLISH/OPERATE | |
| 3.a | To prepare & submit the application (after review by OIL) to Pollution Control Board of Assam, Guwahati for Consent to establish/ operate | Lump sum Charges for activity 3.a & 3.b under Phase-III C= |
| 3.b | To pursue the matter suitably with PCBA till the consent to establish/operate is received by OIL for the first drilling location | |
| TOTAL CONTRACT VALUE FOR OBTAINING EC & consent to establish/operate, A+B+C = | | |
| Total contract cost, inclusive of all taxes, duties, but excluding Service Tax which will be on OIL's account | | |

- 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 prices are inclusive of all obligations, costs and expenses necessary to complete the work as per Scope of Work.
- d) Expenses incurred in performing the 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 Environmental Clearance, Consent to Establish/Operate 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 Mobilisation & Commencement of work | 10% of "A" |
| After EIA study and submission of the draft report | 30% of "A" |
| After submission of Application to SPCB for conduct of Public Hearing, association with Public Hearing and submission of the final report. | 20% of "A" |
| After obtaining Environmental Clearance from MoE&F, New Delhi | 100% of "B" and 25% of "A" |
| After obtaining Consent to Establish/Operate from PCB, Assam. | 100% of "C" and 15% of "A" |

STATEMENT OF COMPLIANCE

| SECTION NO. | CLAUSE NO./ SUB-CLAUSE NO. | COMPLIANCE/NON- COMPLIANCE | REMARKS |
|-------------|-------------------------------|-------------------------------|---------|
|-------------|-------------------------------|-------------------------------|---------|

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 _____ 2011.

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.

FORM OF PERFORMANCE BANK GUARANTEE

To
M/s. OIL INDIA LIMITED,
[**Group General Manager (NEF)**]
Duliajan, Assam, India, Pin - 786 602.

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee is valid until the date _____ (calculated at **9 months** after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of Bank _____
Address _____
Witness _____
Address _____

Date Place _____

FORM OF BID SECURITY (BANK GUARANTEE)

To
M/s. OIL INDIA LIMITED,
For **Group General Manager (NEF)**
Duliajan, Assam, India, Pin - 786 602.

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted his offer dated _____ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No.:----- . KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this _____ day of _____ 2011.

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws his Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of his Bid by the Company during the period of Bid validity:
 - (a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
 - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

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

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

SIGNATURE AND SEAL OF THE GUARANTORS _____
Name of Bank & Address _____

Witness _____
Address _____

(Signature, Name and Address)

Date: _____

Place: _____

- * The Bidder should insert the amount of the guarantee in words and figures.
- ** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid.

PROFORMA LETTER OF AUTHORITY

TO
Group General Manager (NEF)
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Sir,

Sub: OIL's TENDER NO. OIL/NEF/039/2011

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

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

Yours Faithfully,

Authorized Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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