

TENDER DOCUMENT

FOR

Hiring of Pre-Drilling Environmental Impact Assessment (EIA) Study for Jairampur Extension PEL Area in Arunachal Pradesh

e-TENDER NO. : CNI5918P15



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

NEF PROJECT

Duliajan – 786 602, Assam, India

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COVERING LETTER

M/s. _____

E-TENDER NO. : CNI5918P15

BRIEF DESCRIPTION OF SERVICE: Hiring of Pre-Drilling Environmental Impact Assessment (EIA) study of Jairampur Extension PEL Area in Jirampur Sub-division of Changlang District in the state of Arunachal Pradesh for obtaining Environmental Clearance (EC) from the Ministry of Environment, Forests & Climate Change, Govt. of India to carry out exploratory drilling and testing of hydrocarbons.

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a Government of India Enterprise and premier oil company in India is engaged in exploration, production and transportation of crude oil & natural gas having its Headquarters at Duliajan, Assam, which is well connected by Air with nearest Airport at Dibrugarh (Assam), approx. 45 km away.

2.0 In connection with its exploration activities for hydrocarbons in its Jairampur Extension PEL Area in the state of Arunachal Pradesh, OIL's NEF Project invites ONLINE Domestic Competitive Bids through its e-Procurement site under single stage two bid system from competent and experienced indigenous Service Providers/Contractors for providing the above services.

OIL's e-Procurement site: <https://etender.srm.oilindia.in/irj/portal>

3.0 You are, therefore, invited 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. | : CNI5918P15 dated 09.01.2015 |
| (ii) | Tender Fee | : INR 2,000.00 |
| (iii) | Type of Bid | : Single Stage-Two Bid. |
| (iv) | Bid Closing Date & Time | : 18.02.2015 at 11:00 Hrs (IST) |
| (v) | Technical Bid Opening Date & Time | : 18.02.2015 at 14.00 Hrs (IST) |

- (vi) Commercial Bid Opening Date & Time : Will be intimated to the eligible bidders nearer the time.
- (vii) Bid Opening Place : Office of the Group General Manager (NEF)
NEF Project
Oil India Limited
Duliajan – 786602, Assam, India
(Bid must be submitted online)
- (viii) Bid Security Amount : **INR 27,000.00**
- (ix) Bid Security to be submitted to : Group General Manager (NEF)
NEF Project
Oil India Limited
Duliajan-786602, Assam, India
- (x) Amount of Performance Guarantee : 7.5 % of the total estimated value of contract.
- (xi) Mobilization Time : 15 days from the date of issue of LOA
- (xii) Quantum of Liquidated Damage for Default in Timely Mobilization : 0.5% of the total contract value for delay per week or part thereof, subject to maximum of 7.5%.

4.0 The Tender Document shall not be issued by Company in physical form. Interested Bidders should submit their applications to the GROUP GENERAL MANAGER (NEF), NEF PROJECT, OIL INDIA LIMITED, P.O. DULIAJAN, DISTRICT: DIBRUGARH, ASSAM, INDIA, PIN-786602 giving their full address (clearly indicating their e-mail ID & Tender No. as well) alongwith a non-refundable Tender Fee of Rs. 2,000.00, (PSUs and firms registered with NSIC/SME are exempted from payment of cost of tender document, provided they furnish valid evidence that they are registered for the above services) in the form of Demand Draft drawn in favour of OIL INDIA LIMITED and payable at DULIAJAN, between **17th January, 2015 to 11th February, 2015** during office hours only i.e. minimum one week prior to the scheduled Bid Closing Date. On receipt of the application and Tender Fee as above, USER-ID and initial PASSWORD shall be communicated to the bidder (through e-mail) for their participation in the tender through OIL's e-Procurement portal. Bidders who are already having Vendor Code/User ID are advised to log in using their respective User ID & Password and register against the e-tender and indicate the same while making application alongwith tender fee for participation. Tender Document can also be purchased online.

5.0 Bids are invited under Single Stage Two Bid System i.e. 'Techno-commercial Bid'/'TECHNICAL BID' and 'Commercial Bid'/'PRICED BID'. Both the bids (techno-commercial bid and priced bid) are to be uploaded on-line through OIL's e-Tendering Portal latest by **11:00 Hrs (IST) (Server Time)** on the Bid Closing Date (18.02.2015) and the Techno-commercial bids shall be opened on the same day at **14:00 Hrs (IST) (Server Time)** at the **OFFICE OF THE GROUP GENERAL MANAGER (NEF), NEF PROJECT, OIL INDIA LIMITED, P.O. DULIAJAN, DISTRICT: DIBRUGARH, ASSAM, INDIA, PIN-786602** in presence of authorized representatives of the bidders, who choose to attend. No bid, except the original Bid Security (EMD), shall be accepted in physical form.

5.1 Bidders can click on **Guest** login button in the e-portal to view the available open tenders. The detailed guidelines are available in OIL's e-procurement site (Help Documentation). For any clarification with respect to uploading of Bid, bidders may contact Mr. A. J. Sarmah, Sr. Manager (ERP-MM) at arupsarmah@oilindia.in or phone: 09954486025 (mob).

5.2 For taking part in OIL's e-Tenders, Bidders must have a legally valid digital certificate of Class 3 with Organizations Name as per Indian IT Act from the licensed Certifying Authority operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authority (CCA) of India (<http://www.cca.gov.in>). Bidders must also have a valid USER-ID/Vendor Code (issued by OIL) to access OIL's e-Procurement site for submission of bid.

5.3 The bids and all documents must be digitally signed by the duly authorised representative of the bidding party as detailed in 'Instructions to Bidders'.

5.4 Bids in the form of physical documents will not be accepted (except the Bid Security and Technical literatures, if any). Both the bids i.e. the Technical Bid & the Priced Bid must be submitted online on/or before the scheduled Bid Closing Date & Time.

5.5 Priced Bids of technically qualified bidders only shall be opened subsequently on a pre-determined date & time, which will be notified to all such bidders separately nearer the time.

6.0 In case the above mentioned bid closing / opening date happens to be a non-working day for any reason or *Bandh*/Strike etc. at Duliajan, the bids will be received upto & opened on the following full working day at same time as aforesaid.

7.0 The original Bid Security (EMD) (physical original hard copy) must reach the office of the General Manager (NEF) on or before the scheduled bid opening time and date as above; failing which the bid will be rejected.

8.0 OIL now looking forward for active participation of all experienced/eligible Contractors/Firms in the tender. For any further clarifications on the tender, **Chief Manager (Safety & Liaison)-NEF** and/or the undersigned may be contacted during the office hours.

(U. N. JENA)
CHIEF MANAGER (MATERIALS)-NEF
FOR GROUP GENERAL MANAGER (NEF)

PART - 1

INSTRUCTIONS TO BIDDERS

Bidders should go through the following in details before submitting their bids:

- 1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as 'Company' or 'OIL', will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 2.0 Bidders are advised to have a through reconnaissance of the area, if required, to know the terrain and get themselves fully acquainted with details of logistic of the area and issues, weather conditions, working culture in the area, socio-political environment, security aspects and law of the land, prior to submitting their bids. This will also help them to judiciously select proper inputs for successful execution of the project. However, all such related expenses shall be to bidder's account.
- 3.0 **SALE OF TENDER DOCUMENT:**
 - 3.1 Tender Document shall not be issued by Company in physical form. However, the interested Bidders should submit their applications to the **GROUP GENERAL MANAGER (NEF), NEF PROJECT, OIL INDIA LIMITED, P.O. DULIAJAN, DISTRICT: DIBRUGARH, ASSAM, INDIA, PIN-786602** giving their full address (**clearly indicating their e-mail ID**) alongwith a non-refundable Tender Fee of **INR (₹) 2,000.00** (PSUs & firms registered with NSIC/SME are exempted from payment of cost of tender documents provided they furnish valid evidence that they are registered for the above services) in the form of Demand Draft drawn in favour of OIL INDIA LIMITED and payable at DULIAJAN, **between 17th January, 2015 to 11th February, 2015** during office hours only i.e. minimum one week prior to the scheduled Bid Closing Date. On receipt of the application and Tender Fee as above, **USER-ID** and initial **PASSWORD** will be communicated to the applicant (through e-mail) for participation in the tender through OIL's e-Procurement portal.
 - 3.2 Bidders who are already having Vendor Code/User ID are advised to login using their respective User ID & Password and register against the e-tender and indicate the same while making application alongwith tender fee for participation. Tender Document can also be purchased online.
 - 3.3 Tender documents are not transferable. Offers made by bidders who have not purchased the tender documents from the Company as above shall be rejected.
- 4.0 **AMENDMENT OF TENDER DOCUMENTS:**
 - 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Documents by issuing an Addendum, which will be uploaded in OIL's E-Tender Portal in the C-folder under the tab 'Amendments to Tender Documents'.

- 4.2 Such Addendum, if any, may also be communicated through letter/fax/e-mail in writing to all prospective bidders to whom Company have issued the User-ID & Password. 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.
- 5.0 **BID SUBMISSION & OPENING:**
- 5.1 Bids are invited under Single Stage Two Bid System i.e. **‘Techno-Commercial Bid’** (hereinafter referred as **‘TECHNICAL BID’** and **‘Commercial Bid’** (hereinafter referred as **‘PRICED BID’**). Both the bids i.e. the Technical Bid & the Priced Bid are to be uploaded on-line through OIL’s e-Tendering Portal latest by **11:00 Hrs (IST) (Server Time)** within the Bid Closing Date as specified and the Technical Bids will be opened on the same day at **14:00 Hrs (IST) (Server Time)** in the office of THE GROUP GENERAL MANAGER (NEF), NEF PROJECT, OIL INDIA LIMITED, P.O. DULIAJAN, DISTRICT: DIBRUGARH, ASSAM, INDIA, PIN-786602 in presence of authorized representatives of the bidders, who choose to attend. No bid, except the original Bid Security (EMD), will be accepted in physical form.
- 5.2 Bids in the form of physical documents will not be accepted (except the Bid Security and Technical literatures, if any). Both the bids i.e. the Technical Bid & the Priced Bid must be submitted online on/or before the scheduled Bid Closing Date & Time.
- 5.3 The Technical Bid alongwith all technical documents related to the tender should be uploaded under **“Technical RFx Response”** Tab only. Bidders to note that no price/cost details should be uploaded in “Technical RFx response” Tab page. Details of Price/rates as per Price Bid Format/Price Bid can be uploaded as Attachment option under **“Notes & Attachments”** tab.
- 5.4 The bids & all uploaded documents must be digitally signed by the duly authorised representative of the bidder using ‘Class 3’ digital signature certificate [e-commerce application (Certificate with personal verification & Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 5.5 The authenticity of above digital signature may be verified through authorized CA after bid opening. If the digital signature used for signing is not of ‘Class -3’ with Organizations name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
- 5.6 **Technical Bid** – As part of Technical Bid, set of complete tender document as issued by Company must be uploaded as a token of acceptance of terms & conditions of the tender. All other relevant documents/ information (except the cost details/rates) as called for (refer Bid Rejection Criteria i.e., PART-2 herein) must also be uploaded by the bidder in Collaboration folder (C-folder).
- 5.7 **Priced Bid** - The Priced Bid shall contain the rates/prices alongwith the currency and any other commercial information pertaining to the rates/prices quoted. Bidders shall quote their rates/prices strictly as per the **Price Bid Format (Proforma-A in PART-4)** in Indian Rupees only. The price/rates quoted in the “PRICE BIDDING FORMAT” only shall be considered for bid evaluation and award of contract.

- 5.8 Priced Bids of technically qualified bidders only will be opened subsequently on a pre-determined date & time, which will be notified to all such bidders separately nearer the time.
- 5.9 Bidders should quote their rates against all individual items as per Performa-A (Price Bid Format). The rates shall be both in words & figures up to two decimal places. Bids in which rate for any part of the services is not quoted shall be rejected, being incomplete. Therefore, the bidder must mention '**NIL RATE**' or '**NIL**' against all such items of their bid where no charge is involved/envisaged by the bidder.
- 5.10 **Language of Bid:** 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 only.
- 5.11 In case the scheduled bid closing / opening date happens to be a non-working day for any reason or *Bandh* /Strike etc. at Duliajan, the bids will be received upto & opened at same time as assigned on the following full working day. In case of receipt of only one Bid within the scheduled Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date upto two (2) weeks at its option. However, the bidder whose bid has been received within the bid closing date and time, will not be allowed to revise their Bid/prices. Withdrawal of such Bid is also not permitted.
- 6.0 **EARNEST MONEY (BID SECURITY):**
- 6.1 Bidders shall deposit requisite Bid Security of **INR (₹) 27,000.00** (Rupees Twenty Seven Thousand) only in the form of Demand Draft/Banker's Cheque/Bank Guarantee (Refer format vide Proforma-F in PART-4) from Nationalized Bank in favour of **OIL INDIA LIMITED** & payable at **DULIAJAN**. Bids without Bid Security in manner specified above will be summarily rejected. Bid Security shall not earn any interest to the bidder from the Company.
- 6.2 SEALED ENVELOPE containing **the original Bid Security** (EMD) shall be marked/ superscripted with the Tender Number & Description of Service as above and shall be addressed to **GROUP GENERAL MANAGER (NEF), NEF PROJECT, OIL INDIA LTD, P.O. DULIAJAN, DIBRUGARH, ASSAM, INDIA, PIN-786602** or dropped in the TENDER BOX placed at the OFFICE OF THE GENERAL MANAGER (NEF), NEF PROJECT, OIL INDIA LTD, P.O. DULIAJAN, DIBRUGARH, ASSAM, INDIA, PIN-786602 (same address as above) on or before **2.00 PM** on the schedule date of Technical Bid Opening. Bidders may also send their Bid Security by Registered Post or by Courier Services. However, Company shall not be responsible for any postal delay/transit loss. Timely delivery of the bid security is the responsibility of the bidder.
- 6.3 Bid against which the original **Bid Security** as above is not received in time shall be treated as invalid and summarily rejected. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted/accepted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.
- 6.4 A scanned copy of Bid Security may also be uploaded online alongwith the Technical Bid (for record purpose).
- 6.5 Successful bidder's Bid Security will be returned/refunded upon their signing the contract and submission of Performance Security. Bid Security of all unsuccessful bidders will be returned within 30 days of expiry of the period of bid validity.

6.6 However, the Bid Security may be forfeited in any of the following cases -

- (a) If any Bidder withdraws or modifies their bid during the period of bid validity (including any subsequent extension) specified by the Bidder;
or
- (b) If a successful bidder fails or refuses:
 - (i) To accept the LOA issued by Company within the period of bid validity and/or sign the contract within reasonable time or as notified in the LOA.
 - (ii) To furnish Performance Security.
 - (iii) To mobilize and/or to commence the assigned jobs within stipulated time frame.

7.0 **DOCUMENTS COMPRISING THE BID:**

The bid submitted by the bidder shall comprise of the following components:

A. TECHNICAL BID:

- a. Tender Document duly filled up as indicated, except the rates/prices.
- b. Complete technical details/specifications as per Scope of Work with catalogue/literature etc., if any, as per tender requirement.
- c. Documentary evidence in support of BRC/BEC.
- d. Bid Security furnished in accordance with Clause 6.0 above.
- e. Statement of Compliance/Non-compliance as per prescribed Proforma.
- f. Any other documents/information as per tender requirements.

B. PRICED BID:

- a. The Priced Bid shall contain the rates/prices in **INR strictly as Price Bid Format (PROFORMA-A in PART-4)** and any other commercial information pertaining to the rates/prices quoted.
- b. Bidder must include all liabilities including statutory liabilities in their quoted rates. The rates shall be fixed and firm for the entire tenure of the contract and shall not be subject to variation on any account during the job execution.
- c. All Duties & Taxes including VAT, Corporate Income Taxes and other levies payable by the Contractor towards execution of the work under the Contract shall be included in the rates, prices and total Bid Price quoted by the bidder. 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. However, the applicable Services Tax shall be extra to Company account, which should not be included in quoted rates.

Notes:

- i. **No price/cost details should be indicated in the Technical Bid at c-Folder link (collaboration link) under Techno-Commercial Bid. Only techno-commercial documents/information other than the price details to be uploaded as Technical Bid at the designated place in OIL's e-procurement portal.**

- ii. **For Priced Bid, bidder shall quote their rates/prices alongwith price related conditions and fill up the Price Bid Format i.e., PROFORMA-A and upload the same in attachment form under Price Bid at designated place in OIL's e-procurement portal.**

8.0 MODIFICATION & WITHDRAWAL OF BID:

- 8.1 The Bidder after submission of bid may modify or withdraw its bid prior to bid closing, if considered inevitable.
- 8.2 Bidder can delete their original bid and upload again their correct/revised bids within the stipulated bid closing date and time. However, such corrections/revisions/resubmission of bids including last minute decision by Bidders shall be solely on bidders' risk and responsibility. Company shall not assume any liability in this regard.
- 8.3 No bid can be modified subsequent to the deadline for submission of bids. Post tender modification(s) of bid by any bidder within the period of its bid validity will lead to rejection of such offer and forfeiture of bidder's Bid Security in full. Such modification (s) may also call for debarment of the bidder.
- 8.4 No bidder shall be permitted to withdraw their bid after its opening till expiry of bid validity including extended validity, if any. Such withdrawal will make the bidder liable to forfeit their Bid Security in full and be debarred them from participating against OIL's future tenders at the sole discretion of the Company and the period of debarment in no case shall be less than two (2) years.

9.0 EXTENSION OF BID SUBMISSION DATE:

- 9.1 Normally no request from bidder for extension of Bid Closing Date & Time will be entertained. However, Company reserves the right to extend the Bid Closing Date and/or Time due to any reason(s) at its option to which bidders will not have any objection.
- 9.2 In case of receipt of Bid from only one party on the scheduled Bid Closing Date and Time, Company may extend the Bid Closing /Opening Date by 2(two) weeks. However, the single bidder whose bid has been received within the bid closing date and time will not be allowed to revise their Bid/prices once original bid closing date & time is over. Withdrawal of such Bid during the extension period is also not permitted.
- 9.3 In case the scheduled Bid closing/opening day of the tender happens to be non-working day in OIL, Duliajan due to Bandh/Strike or any other reason, the bids will be received and opened on the following full working day upto the same time as respectively assigned.

10.0 PERIOD OF BID VALIDITY:

- 10.1 Bids shall remain valid for **180 days** after the date of bid opening.
- 10.2 In exceptional circumstances, the Company may solicit the bidder's consent to an extension of the bid validity period. The request and the response thereto shall be made in writing. The Bid Security provided under para. 6.0 above shall also need to be suitably extended. However, a bidder may refuse the request without forfeiting its Bid Security.

11.0 BID OPENING & EVALUATION:

- 11.1 Bids will be opened on the scheduled bid opening date & time in presence of authorized representatives of bidders, who choose to attend. An authorization letter from the bidder must be produced by the representative, failing which the representative will not be allowed to attend the bid opening. Only one representative against each bid will be allowed to attend.
- 11.2 Being the subject tender is under **SINGLE STAGE TWO BID SYSTEM**; only the technical bids will be opened on the scheduled bid opening date and time as mentioned in the Covering Letter.
- 11.3 At bid opening, Company will announce the Bidder's names, submission of requisite Bid Security and such other details as the Company may consider appropriate.
- 11.4 Technical Bids will be evaluated for their conformity to the Bid Rejection Criteria (BRC), specifications, parameters, terms & conditions, etc. given in the tender document. To assist such evaluation the Company may ask the bidder(s) for clarifications on their bids. The request for such clarifications & the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Clarifications from bidder(s) must be received within the date fixed by the Company, failing which the bid shall be liable for rejection.
- 11.5 The Priced Bids of technically qualified bidders (bidders whose technical bids are determined to be responsive by Company) will be subsequently opened in presence of authorized representatives of the bidders, who choose to attend, on a pre-determined date & time, which will be notified to all such qualified bidders nearer the time.
- 11.6 The Priced Bids will be evaluated as per Bid Evaluation Criteria (BEC) and other clauses detailed in the tender documents for their commercial ranking. In case of any Arithmetical errors in the bid (s), i.e. in case there is any 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, their bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 12.0 **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 whole bidding process at any time prior to award of contract, without incurring any liability to the affected bidder/s or without having any obligation to inform the affected bidder on the grounds for Company's such action.

13.0 AWARD & SIGNING OF CONTRACT:

- 13.1 Prior to the expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder in writing by registered letter or by fax/e-mail (to be confirmed in writing by registered/couriered letter) that its bid has been accepted.
- 13.2 The notification of award as above will constitute formation of the Contract.

13.3 Company reserves the right to curtail / enhance the scope of the work/services or cancel the whole tendering process, if required, without being liable to the bidders of the consequence.

13.4 On receipt of the LOA, the successful bidder will be required to furnish a Performance Security of requisite amount to the Company and subsequently will enter into a formal contract with the Company as per the terms & conditions detailed in this tender document. For this purpose, Company will either call the successful bidder for signing the agreement or send the Agreement to the bidder in duplicate, one set of which shall be returned back to the Company within 15 days of receipt after duly signed and dated.

14.0 **PERFORMANCE SECURITY:**

14.1 Within 15 days from the date of issuance of LOA, the successful bidder shall furnish Performance Security of requisite amount (refer Forwarding Letter for amount) in the form of Demand Draft / Banker's Cheque / Bank Guarantee (as prescribed herein vide PROFORMA-E in PART-4) before signing the formal contract. The Performance Security will be refunded to the Contractor within one month of satisfactory completion of the work under the contract, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any, or for adjustment of compensation or loss due to the Company from Contractor. Performance Security shall not accrue any interest to the Contractor.

14.2 This Performance Security must be valid up to six (6) months beyond the date of expiry of the tenure of the contract. In the event of contract being extended within the provisions of the agreement, the Contractor will have to extend its validity suitably for the extended period. The same will be discharged by Company not later than 30 days following the final expiry of tenure of the contract.

14.3 Failure to comply with the terms & conditions of the contract, the Contractor would render themselves liable for forfeiture of their Performance Security, apart from any other actions as may be deemed fit by Company including debarment from participation against OIL's all future tenders for a period of 2(two) years from the date of such default.

15.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:**

15.1 In case, the LOA is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in this tender document, the Bid Security shall be forfeited and the bidder shall be debarred from participation in OIL's all future tenders for 2(two) years from the date of such default.

15.2 In the event of backing out by L-1 bidder, Company may award the contract to the next lowest bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

16.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

If it is found at any time that, a Bidder/Contractor has/had furnished fraudulent documents/ information, the Bid Security/Performance Security shall be forfeited and the bidder/ contractor shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act, besides legal action.

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

- 17.1 In the event of the Bidder's default in timely mobilisation at site within the stipulated period, the Bidder shall be liable to pay liquidated damages at the rate of 0.5 % (half percent) of the evaluated contract value per week of delay or part thereof, subject to maximum of 7.5% (seven & half percent). Liquidated Damages will be reckoned from the date after expiry of the scheduled date of Mobilisation as to be notified by Company through Letter of Award or per separate mobilisation notice to Contractor. Company shall recover from the Contractor the agreed liquidated damages at the pre-determined rate as above and not by way of penalty.
- 17.2 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure by the successful bidder to mobilize or submit PBG within the stipulated period.

(END OF PART-1)

PART – 2

BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)

I) BID REJECTION CRITERIA (BRC):

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

1.0 TECHNICAL:

- 1.1 The bidder must possess valid approval of Accreditation with Quality Council of India/National Accreditation Board of Education and Training (QCI/NABET) for conducting EIA study of "A" category projects as on the bid closing date. The copy of the Certificate of accreditation must be uploaded alongwith their Technical Bid.
- 1.2 The Bidder (Consultant) 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 the Organization(s)/Laboratories including their status of approvals etc.
- 1.3 The bidder should be in the business of providing services of **similar works*** to Public Sector Undertakings (PSUs) / Central Government / State Government / Reputed Private Sector Companies and must have experience of successfully executing works as under during the last three (3) years, preceding the bid closing date.

(a) One executed work of value not less than Rs. 21.44 lakhs.

Or

(b) Two executed works of value not less than Rs. 13.40 lakhs each.

Or

(c) Three executed works of value not less than Rs.10.72 lakhs each.

***Similar Works** means providing of Environmental Impact Assessment Study Services in Oil & Gas drilling industry involving preparation of EIA/EMP Reports.

- 1.3.1 Documentary evidence towards above must be submitted alongwith the Technical Bid. The documentary evidence should be in the form of Job Completion Certificate and Contracts/work-orders etc. issued by their Clients or any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above, highlighting the following:
 - (a) Gross value of work done within the requisite time span.
 - (b) Nature of work done
 - (c) Time span of work done.

- 1.4 Bidders shall submit names of their core team members with designation/Qualification/area of expertise etc. as part of their Technical bid, without which the bid shall be treated as incomplete and rejected.
- 1.5 Average Annual Financial Turnover of the bidder during last 3(three) financial years ending 31.03.2014 must be minimum of Rs. 8.10 lakhs. The proof of annual turnover should be either in the form of audited Balance Sheet and Profit & Loss Account or certification from Chartered Accountants' firm incorporating their official Seal & Code Number.
- 1.6 Bid must be kept valid for a period of 180 days from the date of scheduled opening for acceptance by Company and award of contract. Insufficient bid validity will lead to rejection of offer.
- 1.7 The bid documents are not transferable. Unsolicited Bids are liable for outright rejection.
- 1.8 Bids not uploaded online within the stipulated bid closing date and time, but submitted in physical form will not be considered.
- 1.9 The bid including all uploaded documents must be digitally signed using "Class 3" digital certificate [e-commerce application (certificate with personal verification and organization name)] as per Indian IT Act obtained from the licensed Certifying Authority operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authority (CCA) of India.
- 1.10 Conditional offers will not be considered and will be rejected.
- 1.11 Any bid containing false information/statement and/or fraudulent documents will be rejected.
- 2.0 **COMMERCIAL:**
- 2.1 Bids shall be submitted online under Single Stage Two Bid system i.e. Technical Bid and Priced Bid separately through OIL's e-procurement portal. Bids not conforming to this system shall be rejected outright.
- 2.2 Bid Security in **Original** must reach the office of **General Manager (NEF), NEF Project, Oil India Limited, Duliaja-786602, Assam** before scheduled opening of the Technical Bids. The amount of Bid Security shall be as specified in the Covering Letter of the Tender Document. Bids without proper & valid Bid Security shall be treated as invalid and summarily rejected. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted/accepted.
- 2.3 Bidders must quote rates clearly and strictly in accordance with the price schedule outlined in **PRICE BID FORMAT (PROFORMA-A in PART-4)**, and upload the same separately as attachment in its designated place in OIL's e-Tender portal; otherwise the Bid will be summarily rejected.
- 2.4 There should not be any indication of price/rates in the Technical Bid. A bid will be straightway rejected if price/rate is given in the Technical Bid.
- 2.5 Bidder must accept and comply with the following clauses as given in the Tender document in toto, failing which the offer will be rejected:
- i) Force Majeure Clause
 - ii) Tax Clause

- iii) Arbitration Clause
- iv) Acceptance of Jurisdiction and Applicable Law
- v) Liquidated Damage clause
- vi) Bid Security Clause
- vii) Performance Guarantee Clause

3.0 GENERAL:

- 3.1 The Statement of Compliance/Non-Compliance (enclosed **PROFORMA-B in PART-4**) should be signed and uploaded alongwith the Technical Bid. In case bidder takes exception to any clause of tender document, then the Company has the discretion to load such exceptions or reject the offer on account of such exception if the bidder does not withdraw/modify the deviations when/as advised by the Company. The loading so done by the Company will be final and binding on the bidders.
- 3.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of the tender clauses including clauses of BRC/BEC and such clarifications must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.3 If any clause in the BRC contradicts clauses elsewhere in the Tender Document, then the clause in the BRC shall prevail.
- 3.4 Company reserves the right to cancel/withdraw the tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the bidders or any obligation to inform the bidders of the grounds of Company's action.

II) BID EVALUATION CRITERIA (BEC)

- 1.0 The bids conforming to the technical specifications, terms and conditions stipulated in the tender and considered to be responsive after subjecting to Bid Rejection Criteria (BRC) will be considered for further evaluation as per the Bid Evaluation Criteria (BEC) given below.
- 2.0 If there is any discrepancy between the unit rate and total price, the unit rate will prevail and the total price shall be corrected accordingly. Similarly, if there is any discrepancy between words and figure, the amount mentioned in words shall prevail and will be adopted for evaluation.
- 3.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated and compared on the basis of total value of the contract as per the Price Bid Format (PROFORMA-A in PART-4) and the lowest evaluated bidder shall be awarded with the contract. In case of identical/similar price situation, the lowest bidder shall be determined through draw of lot and Company's decision in this regard shall be final and binding on the Bidders.

END OF PART – 2

PART - 3

SECTION – I

GENERAL TERMS & CONDITIONS OF CONTRACT

1.0 DEFINITIONS: In the contract, the following terms shall be interpreted as respectively assigned below:

- (a) **"The Contract"** means the agreement to be entered into between Company and Contractor as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) **"Contract Price"** means the price/rate/cost payable to Contractor by Company under the contract for full and proper performance of their contractual obligations;
- (c) **"The Work"** means each and every activity required for the successful performance of the services described in SECTION-II in PART-3 (Scope of Work) herein.
- (d) **"Company"** means Oil India Limited (OIL);
- (e) **"Contractor"** means the individual or firm or Body incorporated performing the services under the Contract.
- (f) **"Contractor's Personnel"** means the personnel to be engaged by Contractor to provide services as per terms of contract.
- (g) **"Company's Personnel"** means the personnel to be designated 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.
- (h) **"Company's Item"** means the equipment, materials and services, which are to be provided by Company/Contractor at the expense of Company.
- (i) **"Contractor's Item"** means the equipment, materials and services, which are to be provided by Contractor or to be provided by Company at the expense of the Contractor.
- (j) **"Gross Negligence"** means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

2.0 EFFECTIVE DATE, COMMENCEMENT & DURATION OF CONTRACT:

- 2.1 EFFECTIVE DATE: The contract shall become effective as on the date notification of award of contract (LOA/LOI) is issued by Company to Contractor conveying in writing that the contract has been awarded on them pursuant to acceptance of their offer/bid. Such date of notification of award of contract will be treated as **Effective Date** of Contract.
- 2.2 MOBILISATION TIME: The mobilization of equipment, personnel and other resources as required for execution of services at site under this contract should be completed by the Contractor within **fifteen (15) days** from the effective date of the contract.
- 2.3 COMMENCEMENT DATE: The date on which the mobilization at site is completed in all respects and the same is certified by the Company Representative shall be treated as the **date of commencement** of Contract.
- 2.4 DURATION OF CONTRACT: The entire jobs as envisaged under this contract are expected to be completed within twelve (12) months. Therefore, the contract shall initially valid for a period of **twelve (12) months** from the date of its Commencement, during which the Contractor shall complete all assigned jobs and submit reports, certificates, permits and other documents as per terms of contract. However, Company reserves the right to extend the duration of contract for the purpose of completion of activities as per time frame and requirement estimated and out-lined in Clause No. 6.0 of Section-II in PART-3 herein.

3.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:

- 3.1 In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages at the rate of 0.5% (half percent) of the total contract value per week delay or part thereof, subject to a maximum of 7.5% (seven & half percent).
- 3.2 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to mobilize and commence operation within the stipulated period.

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

- 4.1 Perform the work described in the "Scope of Work/Terms of Reference (**SECTION-II, PART-3**) in most economic and cost effective manner.
- 4.2 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.
- 4.3 Contractor shall give or provide all necessary services & supervision 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.

- 4.4 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.

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

- 5.1 Pay Contractor for the services actually rendered by them under the contract.
- 5.2 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 5.3 Perform all other obligations of Company required by the terms of the contract.

6.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:

- 6.1 Contractor warrants that they will provide eligible/suitable personnel who are competent, qualified and sufficiently experienced to perform the Work correctly and efficiently. Contractor shall ensure that all their personnel will observe all applicable statutory rules/regulations and safety requirements while performing the work under the contract in addition to the directives/guidance issued by Company, if any, from time to time.
- 6.2 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.
- 6.3 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 remunerations, transportation to & fro field/site, en-route expenditure, boarding, lodging etc.
- 6.4 Contractor's personnel shall be proficient enough in English language (both writing and speaking).

7.0 WARRANTY AND REMEDY OF DEFECTS:

- 7.1 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.
- 7.2 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.

8.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 8.1 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.
- 8.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 8.3 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. All information obtained by Contractor in the conduct of operations and the information/maps provided to the Contractor shall be considered confidential and shall be divulged by Contractor or its employees to anyone other than Company's personnel. This obligation of Contractor shall be in force even after the termination of the contract.

9.0 TAXES, DUTIES & LEVIES:

- 9.1 Taxes levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract shall be on Contractor's account and are included in their quoted rates, except the Service Tax which will be as defined in clause No. 9.7 below.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 Corporate and personnel taxes on contractor shall be the liability of the Contractor and Company shall not assume any responsibility on this account.
- 9.6 All local taxes (including state Entry Tax), levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor shall be borne by the Contractor. Sales Tax/Work Contracts Tax (including VAT) levied, if any, on hiring/ personnel/other charges received by the Contractor, under this Agreement shall be to Contractor's account.
- 9.7 **SERVICE TAX:** Service Tax as applicable against this contract shall be paid extra by Company to Contractor. However, the liability for payment of service tax to the appropriate authority shall lie on the Contractor.

10.0 INSURANCE:

- 10.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel and property during the currency of the contract.
- 10.2 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.
 - b) 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.
- 10.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 10.4 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.

11.0 CHANGES:

- 11.1 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).
- 11.2 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/Price Bid. 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.

12.0 FORCE MAJEURE:

- 12.1 In the event of either party being rendered unable by “Force Majeure” to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such “Force Majeure” will stand suspended as provided herein. The word “Force Majeure” as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 12.2 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.
- 12.3 Should “Force Majeure” condition as stated above occur and should the same be notified within seventy two (72) hours after its occurrence, either party will have the right to terminate the contract if such “Force Majeure” condition continues beyond thirty (30) consecutive days with prior written notice. Should neither party decide to terminate the contract even under such condition, no payment would apply for such loss of time unless otherwise agreed to. However, the time for performance of the relative obligation so suspended on account of “Force Majeure” shall then stand extended by the period for which such cause lasts.

13.0 TERMINATION:

- 13.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or extension, if any, thereof.
- 13.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Clause 12.0 above.
- 13.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor at any time during the term of this Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate this Contract and all the Contractor’s rights and privileges hereunder, shall stand terminated forthwith.
- 13.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is, not as per the scope of the work as specified in the contract, the Company shall notify the Contractor in writing and specify in details the cause. The Company shall have the option to terminate this Contract by giving fifteen (15) days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.
- 13.5 **TERMINATION DUE TO NON-AVAILABILITY OF EQUIPMENT/PERSONNEL:** If at any time during the term of this Contract, breakdown of Contractor’s equipment/tools or non-availability of personnel results in Contractor being unable to perform their obligations under the contract for a period of 15 (fifteen) successive days, Company at its option, may terminate this Contract entirely without serving any notice to Contractor.

- 13.6 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and/or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.
- 13.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company at its convenience on giving thirty (30) days written notice to the Contractor or due to any other reason not covered under the above clause from Clause 13.1 to 13.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination.
- 13.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.
- 13.9 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 13.10 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.
- 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 Guwahati/New Delhi. 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:

<u>Company</u>	<u>Contractor</u>
Group General Manager (NEF)	M/s -----
NEF Project	-----
OIL INDIA LIMITED	-----
DULIAJAN - 786602	-----
ASSAM, INDIA	-----
Tel No. +91-374-2807452	-----
Fax No:+91-374-2801799	-----
Email : nef@oilindia.in	-----

- 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. Company reserves the right to refuse any such request if in the opinion of Company such subcontracting is un-acceptable/un-desirable. However, in case approval is obtained in writing from Company for subletting any part of the services under this contract, Contractor shall be fully responsible for quality performance of such services and complete execution of all the services in persistent with the terms of Contract.

17.0 MISCELLANEOUS PROVISIONS:

17.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

17.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

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

17.4 Key personnel cannot be changed during the tenure of the Contract, except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.

18.0 PERFORMANCE SECURITY: The Contractor shall furnish to Company a Bank Guarantee equivalent to 7.5% (seven and half percent) of estimated Contract value towards performance security. The performance security shall be kept valid for six (6) months beyond the duration of the contract and shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

19.0 CONTRACT PRICE: Company shall make the payments to the Contractor as per the rates quoted in the Price Bid Format (Proforma-A in PART-4) and in accordance with the Payment Schedule as defined in Clause No. 12.0 under Section-II in PART-3. 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 therefrom.
- 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:** Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the Contract, including but without limitation, to loss 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. All payments will be made in accordance with the terms hereinafter described.
- 23.2 Payments due by Company to Contractor shall be made at Contractor's designated Bank, preferably through-payment mode. Bank charges, if any, shall be to Contractor's account. Contractor must furnish bank particulars in their invoices together with PAN No., Service Tax Registration No. and any other information required for releasing e-payment.
- 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.
- 22.4 Contractor shall submit three (3) sets of all invoices to Company for processing of payment.
- 23.5 The Contractor shall raise invoice(s) as and when an item of work is completed to the satisfaction of Company's Engineer-in-charge. Part payment on items may also be considered on merit depending upon the works executed. However, the same will be entirely at the discretion of Company.

- 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 Final payment against the Contract shall be made following receipt of invoice by Company accompanied by the documents from the Consultant/Contractor as may be required by applicable Indian Laws regarding tax clearances etc.

24.0 WITH-HOLDING:

- 24.1 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.

With-holding 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.

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

26.0 APPLICABLE LAW:

26.1 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.

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

- a) The Mines Act-as applicable to safety and employment conditions,
- b) The Minimum wages Act, 1948
- c) The Oil Mines Regulations, 1984,
- d) The Workmen's Compensation Act, 1923
- e) The Payment of Wages Act, 1963
- f) The Payment of Bonus Act,1965,
- g) The Contract Labour (Regulation & Abolition) Act.1970, and the rules framed their under.
- h) The Employees' Pension Scheme, 1995
- i) The Interstate Migrant Workmen Act, 1979 (Regulation of employment and conditions of service)
- j) The employees Provident Fund & Miscellaneous Provisions Acts, 1952
- k) The Acts & regulations regarding all direct & indirect Taxes.
- l) Customs & Excise Act & Rules
- m) State Entry Tax Act.
- n) Oil Industry Safety Directorate (OISD) guidelines.
- o) Forest Conservation Act, 1980.

- 27.0 **SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of submission of Contractor's bid, if there is a change in or enactment of any law or interpretation of existing law, which results in addition/reduction on account of tax liabilities to Contractor due to operation under the Contract, the Company/Contractor shall reimburse/pay any such additional/reduced costs actually incurred.
- 28.0 **INDEMNITY AGREEMENT:**
- 28.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.
- 28.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, Contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.
- 29.0 **INDEMNITY APPLICATION:** The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.
- 30.0 **POLLUTION AND CONTAMINATION:**
- 30.1 The Contractor shall be liable for all surface pollution to the extent caused by Contractor and resulting from spillage or dumping of solvents/additive substances or pollutants which the Contractor brings to the Site for use in connection with Work to be performed under this Contract.
- 30.2 Pursuant to Clause 30.1 above, the Company agrees that Contractor shall not be responsible for and Company shall indemnify and hold Contractor, its agent, servants, officers and employees harmless from any liability, loss, cost or expense for loss or damage from pollution or contamination arising out of or resulting from any of Contractor's services/operations unless such pollution or contamination is caused by Contractor's Gross Negligence.
- 30.3 Notwithstanding anything to the contrary contained herein, it is agreed that Company shall release, indemnify and hold Contractor and its sub-contractors harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:
- a) Damage to or loss of any reservoir or producing formation; and/ or
 - b) Damage to or loss of any well; and/ or
 - c) Any other subsurface damage or loss; and/ or

- d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

30.4 In the event, a third party commits an act or omission which results in pollution or contamination for which either the Contractor or Company, for whom such party is performing work, is held to be legally liable the responsibility therefore shall be considered as between the Contractor and Company, to be the same as if the party for whom the work was performed and all of the obligations respecting defiance indemnity, holding harmless and limitations of responsibility and liability, shall be specifically applied.

31.0 **RECORDS & DOCUMENTS TO BE MAINTAINED:**

Documentation, record keeping of all operations and safety practices should be maintained and up-dated by the Contractor as per applicable international/Indian laws, acts, regulations etc. as per standard Oilfield practice and these records should be made available for inspection at any point of time. The H.S.E (Health, Safety and Environment) policy manual, SOP (safe operating practices), risk register & bridging document should be available at site. Compliance of these shall be the sole responsibility of the Contractor.

(END OF SECTION-I)

PART - 3

SECTION - II

SCOPE OF WORK/TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS

BRIEF DESCRIPTION OF SERVICE: Hiring of Pre-Drilling Environmental Impact Assessment (EIA) study of Jairampur Extension PEL Area in Jirampur Sub-division of Changlang District in the state of Arunachal Pradesh for obtaining Environmental Clearance (EC) from the Ministry of Environment, Forests & Climate Change, Govt. of India 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: The salient points about the block area to be surveyed are given below:

2.1 The Jairampur Extension PEL block is situated in Jairampur Division of Changlang District of Arunachal Pradesh and covers an area of 23.25 sq. km. The area is characterized by rugged mountain ranges, thick reserve forests and difficult logistics. Covered with thick tropical forests, steep gorges, shallow river channels/reverie sands, rocky/hilly terrain with steep slopes & cliffs and some flat terrain, the areas, in and around the forests, host a variety of thick undergrowth vegetation. Parts of these forest-covered areas are marshy lands, uneven/rugged topography, frequent water logged and surface/near surface boulder. The proposed location is located in the north east part Jairampur Extension PEL area. The identified location falls inside the Honkap Reserve Forest of Changlang District (AP) and in the North-Eastern part of the block. Necessary approvals/clearances sought for diversion of the reserve forest areas for non-forestry purpose for drilling well Locations from the concerned authority of the Arunachal Pradesh Government as per the provision of the Forest Conservation Act, 1980.

2.2 The proposed area of study lies within the following broad coordinates:

POINT	Latitude	Longitude
B	27° – 21'- 39.96"	96° – 3'- 20.159"
I	27° – 20'- 13.23"	96° – 7'- 21.008"
L	27° – 19'- 20.02"	96° – 4'- 33.785"
N	27° – 22'- 35.84"	96° – 4'- 13.385"
S	27° – 21'- 31.82"	96° – 6'- 50.029"
T	27° – 21'- 8.214"	96° – 6'- 8.170"
U	27° – 23'- 31.73"	96° – 5'- 6.625"
N	27° – 22'- 35.84"	96° – 4'- 13.385"

Table: Coordinates of Jairampur Extension PEL Block



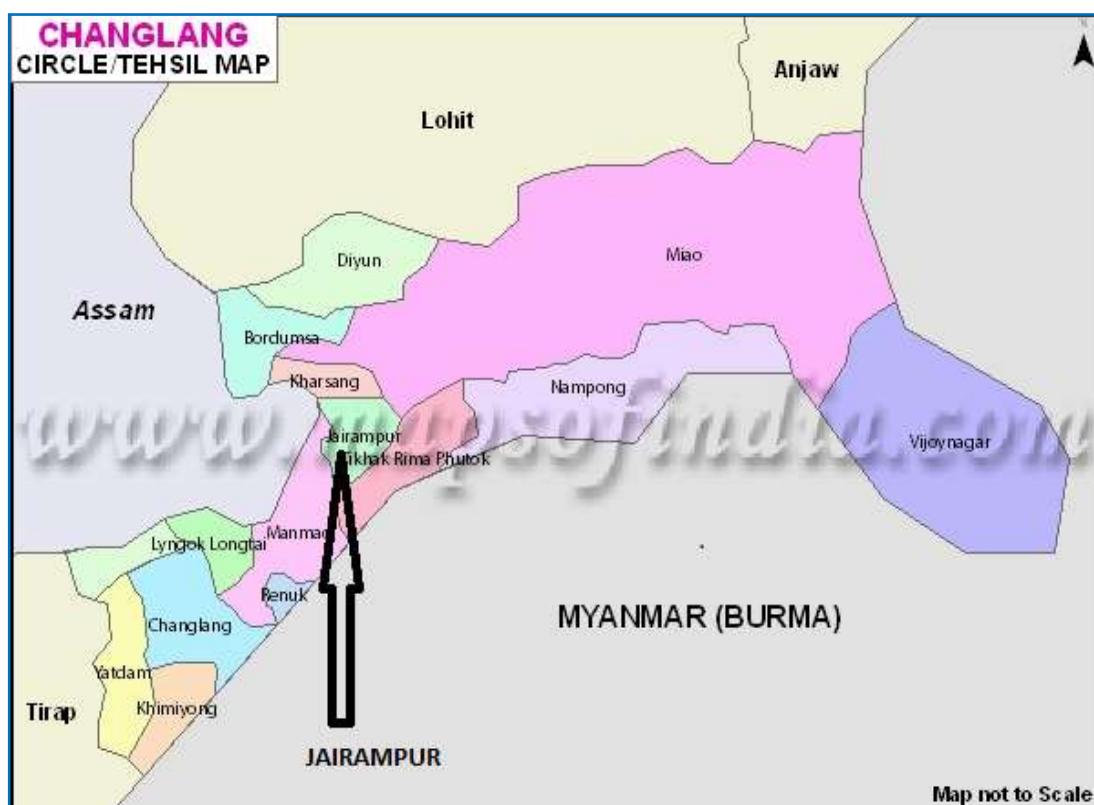
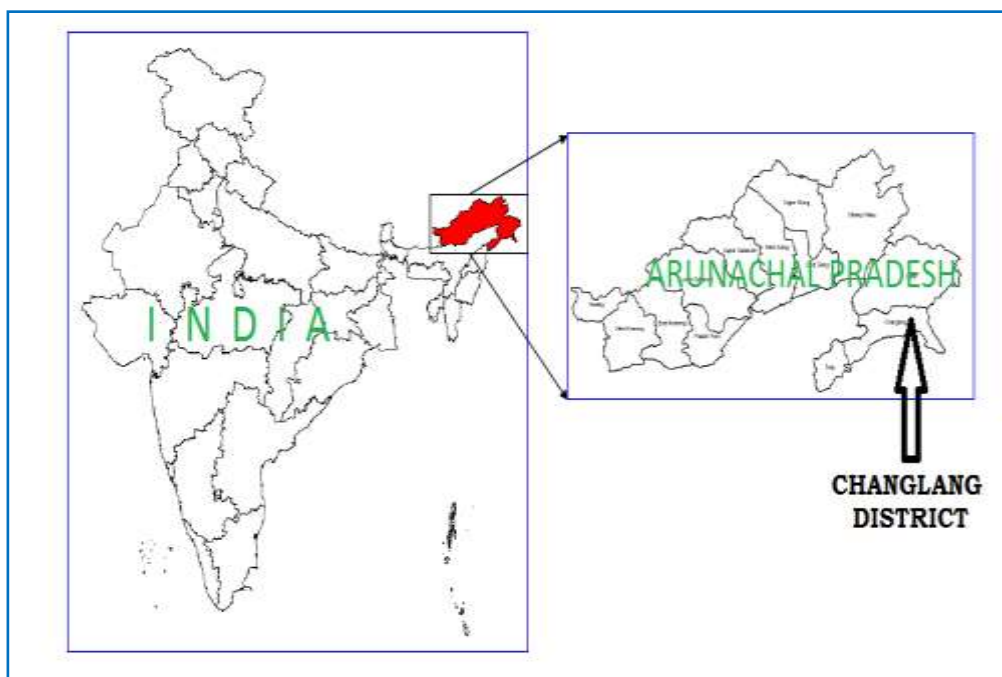
Fig. Map showing the PEL Block area.

2.3 **Accessibility of the Block Area:**

Jairampur is a small town in Changlang district of Arunachal Pradesh. It lies on the historic "Stilwell Road" (now National Highway - 153) that goes upto Myanmar. The PEL area has no proper connectivity of motorable road. One motorable road, the Jairampur- Kovin village connecting road, is passing nearby (approx. 4 km away, to the PEL area. About 8-10 km (aerial distance 4 km) new road, passing through steep hill, crossing nallahs & gorges, will need to be constructed to access the identified drilling location and to make it suitable for mobilization of drilling rig & its associated service packages.

Jairampur town is 135 km from the nearest Airport Mohanbari, Dibrugarh, Assam and it is about 96 km from the nearest long distance Railway station, Tinsukia Railway Station, Assam & 44 km from the nearest Passenger Railway station, Margherita Railway Station, Assam. 49 km from Miao and 89 km from Changlang.

2.4 **Location map of Arunachal Pradesh, Changlang district, Jairampur sub-division:**



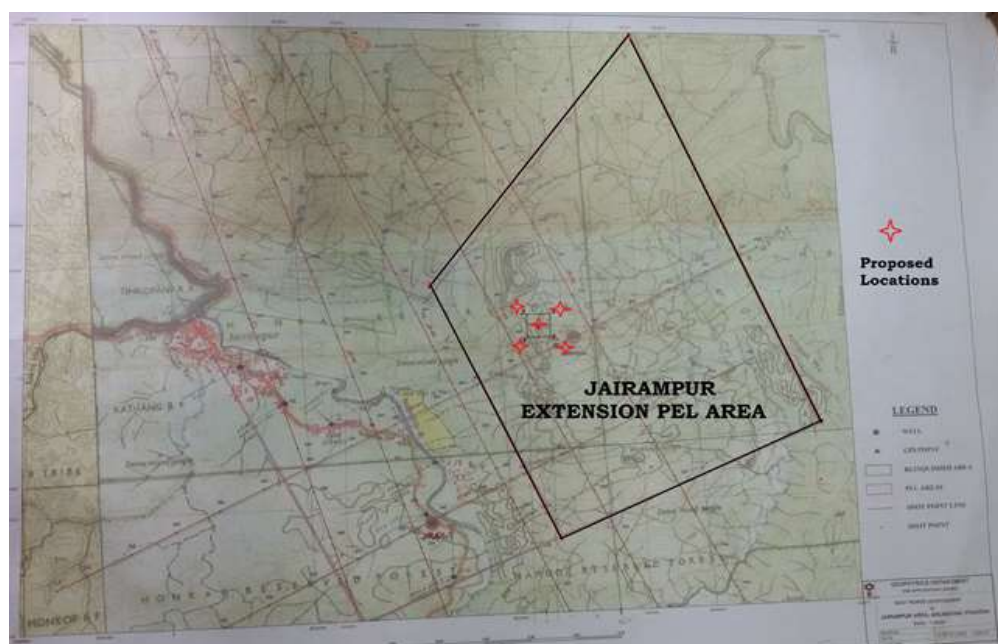
Location map of Jairampur



Fig.: Road Network in Arunachal Pradesh

2.5 The climatic condition of Jairampur varies based on the elevation of the area. The lower elevations and in the valleys, experience hot and humid climate in summer and the hill areas have moderate and pleasant climate. Summer is from March to June when the temperature remains around 35 - 40 degrees. Winters are (December to February) where the temperature goes as low as 10 degrees C. Monsoons are from June to October with heavy rainfall. January is the coldest month. Rainfall Varies from 1485 mm to 2508 mm.

3.0 **Five (5) numbers of exploratory wells (exploratory and appraisal)** have been proposed. But, as per MWP, only one exploratory well is to be drilled. Accordingly, one (1) number of exploratory well (Loc. JRB) has been identified. Based on the outcome of the exploratory location JRB, decision will be taken for drilling of additional four (4) no. appraisal wells from the same plinth of Loc. JRB.



LOCATION	COORDINATES	
	LATITUDE	LONGITUDE
JRB	⁰ 27° 21' 07"	⁰ 96° 04' 36"
JRB 2	⁰ 27° 21' 28"	⁰ 96° 04' 30"
JRB 3	⁰ 27° 21' 15"	⁰ 96° 04' 09"
JRB 4	⁰ 27° 21' 28"	⁰ 96° 04' 44"
JRB 5	⁰ 27° 21' 15"	⁰ 96° 04' 21"

Fig.: Location Coordinates

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. A total of 17.15 hectare (Plinth area-2.50 ha & Approach Road-14.65 ha area will have to be cleared for drilling and associated activities.

4.0 OBJECTIVES: Oil India Limited (OIL) 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 production testing of exploratory wells in the block and their likely impact.

- 4.1 The Contractor is required to collect the baseline data from the field work supplemented and then submit a detailed report to OIL suggesting/recommending the ways and means to reduce the potentially significant adverse impact on the environment to an acceptable level and define them in an Environmental Management Plan (EMP).
- 4.2 In view of hazardous nature of operation, EIA study should also include Risk assessment and Mitigation Measures to be taken up along with Emergency Action Plan. The study shall be conducted as per the guidelines laid down by the Ministry of environment and Forests, Director General of Mines Safety and Oil Industry Safety Directorate in order to environmental, ecological and social considerations.
- 4.3 The study shall have to undertake all the jobs/activities mentioned herein and reports be submitted as per the generic structure of the National Environment Policy issued vide EIA Notification dated 14th September, 2006, approved TORs and latest guidelines/amendments issued by Ministry of Environment, Forests & Climate Change, Govt. of India and other Central/State Government authorities statutory guidelines either existing or issued from time to time till the EC is received by OIL.

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) The job shall be carried out the EIA study before commencement of drilling operation.
 - b) Environmental Impact Assessment (EIA) study shall include collection of primary and secondary baseline data through field investigations, environmental monitoring and from secondary sources viz.; maps, reports and scientific literatures etc. The collected data then be analysed for identification of impacts and arrive at cost effective mitigation measures. The overall activities that are to be studied for each environmental component are described briefly as under:
 - (i) Potable water monitoring in the vicinity.
 - (ii) Air Pollution quality monitoring.
 - (iii) Flora and Fauna in the area, if any.
 - (iv) Socio-economic study.
 - (v) Air Quality, Source of Pollution and remedies.
 - (vi) Water Quality, Source of Pollution and remedies.
 - (vii) Source of Hazardous Waste and disposal/remedies.
 - c) To carry out the prevailing situation relating to the environment, human beings and local communities, the flora & fauna in the area and around the adjoining or neighbouring areas in the aforesaid drilling locations of the PEL block.
 - d) To establish the likely effect on the environment, human beings and local communities, the flora and fauna in the area and in the adjoining or neighbouring areas in consequence of proposed drilling operations by OIL and submit a draft report for consideration by OIL, the methods and measures contemplated as mentioned in approved TORs for minimising environmental damage and carrying out Site Restoration activities.
 - e) To carry out Environmental Impact Assessment (EIA) study as per the Terms of Reference (TOR) issued to OIL vide F. No. J-11011/149/2014-IA II (I) dated 1st October, 2014 (appended below) by the Ministry of Environment, Forests & Climate Change (IA Division), New Delhi. The EIA study area of the sites shall be as specified in the attached TOR.
 - f) To prepare draft EIA/EMP and Risk Assessment reports etc. Outlining preventive and control strategies for minimising adverse impact as per the EIA Notification dated 14th septemeber,2006, approved TORs and latest guidelines/amendments issued by Ministry of Environment and Forests, Govt. of India from time to time. The EMP should include set of recommendations for air, water, noise and soil quality management, solid and hazardous waste management, conservation of wildlife and forest protection during the ongoing exploration activities. Also, the EMP should include all aspects specified in the TORs.
 - g) To be present during Public Hearing process, make necessary presentation including in local language 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.

- h) 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 State Pollution Control Board (SPCB) 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.
- i) 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.
- j) To be present and make presentation to Expert Appraisal Committee (EAC) of Ministry of Environment, Forests & Climate Change (MoE&F), New Delhi and officials of State Pollution Control Board, Arunachal Pradesh as and when required clarifying any issues that may be raised by them.
- k) **Any other studies:** Any other studies that may be necessary to meet the statutory requirements of the Ministry of Environment, Forests & Climate Change (MoE&F), State Pollution Control Board (SPCB) and other government guidelines.

6.0 THE TERMS OF REFERENCE (TOR) ISSUED BY MoEF & CC: The approved Terms of Reference (TOR) issued by the Ministry of Environment, Forest & Climate Change is appended below:

QUOTE:

J-11011/149/2014-IA II (I)

Government of India
Ministry of Environment, Forests & Climate Change
(IA Division)

Indira Paryavaran Bhavan
Aliganj, Jor Bagh Road
New Delhi-110003

E-mail: lk.bokolia@nic.in
Telefax : 011:2439 5398
Dated: 1st October, 2014

Shri R. Dasgupta
GM (NEF)
NEF Project, Oil India Limited
PO-Duliajan,
District Dibrugarh, Assam

Email: nef@oilindia.in Fax: 0374-2801799

Subject: Exploratory Drilling and Testing of Hydrocarbons in Jairampur Extension PEL Block in District Changlang, Arunachal Pradesh by M/s. Oil India Ltd – regarding TOR

Ref. No.: Your Letter No. 02/9(B)-271/2014 dated 20.03.2014

Sir,

Kindly refer your letter no.: 02/9(B)-271/2014 dated 20.3.2014 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 **Exploratory Drilling and Testing of Hydrocarbons in Jairampur Extension PEL Block in District Changlang, Arunachal Pradesh by M/s. Oil India Ltd.**

Jairampur Extension PEL area falling in the Changlang District, Arunachal Pradesh and covering an area of 185 sq. Km was initially granted to Oil India Ltd (OIL) w.e.f. 01.05.1990. Out of the above 185 sq. km of the original PEL area, 154 sq. km was relinquished to facilitate demarcation of block ARP-ONN-97/1 under NELP with effect from July, 1999 and 31 sq. km remained with OIL. Cost of project is Rs. 28 Crore per well. No wildlife sanctuary/national park is located within 10 Km distance. 8.710 ha forest land is involved. PP informed that application for forest clearance is submitted to the State Government and matter is under consideration. Total 5 wells to be drilled. Out of which one no. of exploratory drilling (JRB) and four locations are appraisal (JRB-2,3,4&5). Well will be drilled upto depth of 3500m.

The following are the coordinates of the block:

POINT	Latitude	Longitude
B	27° – 21'- 39.96"	96° – 3'- 20.159"
I	27° – 20'- 13.23"	96° – 7'- 21.008"
L	27° – 19'- 20.02"	96° – 4'- 33.785"
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Flaring will be done in controlled manner through suitable faring system to minimize impacts. Water based mud will be used in drilling. Effluent discharge from the well will be stored in HDPE lined shallow pit. Solid will be contained in HDPE lined brick in ETP and recycled/disposed. There will be no discharge of effluent in river/nallah/water bodies without treatment.

2.0 Draft Terms of reference (TOR) have been discussed and finalized during **the 20th Reconstituted Expert Appraisal Committee (Industry) held during 23rd -24th June, 2014** for preparation of EIA/EMP report. Following are the TORs'.

1. Executive summary of a project
2. Project description, project objectives and project benefits.
3. Site details within 1 km of the each proposed welt, any habitation, any other installation/activity, flora and fauna, approachability to site, other activities including agriculture/land, satellite imagery for 10 km area. All the geological details shall be mentioned in the Topo sheet of 1:40000 scale, superimposing the well locations and other structures of the projects.
4. Details of forest land involved in the proposed project. A copy of forest clearance letter, if applicable.
5. Distance from nearby critically/severely polluted area as per Notification, if applicable. Status of moratorium imposed on the area.

6. Does proposal involve rehabilitation and resettlement? If yes, details thereof.
7. Details of project cost.
8. Environmental considerations in the selection of the drilling locations for which environmental clearance is being sought. Present any analysis suggested for minimizing the foot print giving details of drilling and development options considered.
9. Baseline 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.
10. Topography of the project site.
11. Action plan for ambient air quality parameters as per NAAQES Standards for PM₁₀, PM_{2.5}, SO₂ and NO_x and Benzene, etc. as per GSR 826(E) dated 16th November, 2009.
12. Details of Ambient Air Quality monitoring at 8 locations for PM₁₀, SO₂, NO_x, VOCs, Methane and non-methane HC.
13. Soil sample analysis (physical and chemical properties) at the areas located at 5 locations.
14. Ground and surface water quality in the vicinity of the proposed wells site.
15. Climatology and Meteorology including wind speed, wind direction, temperature rainfall relative humidity etc.
16. Measurement of Noise levels within 1 km radius of the proposed wells.
17. Vegetation and land use; flora/fauna in the study area with details of endangered species, if any.
18. Incremental GLC as a result of DG set operation.
19. Potential environmental impact envisages during various stages of project activities such as site activation, development, operation/ maintenance and decommissioning.
20. Actual source of water and 'Permission' for the drawl of water from the Competent Authority. Detailed water balance, wastewater generation and discharge.
21. Noise abatement measures and measures to minimize disturbance due to light and visual intrusions in case coastally located.
22. Treatment and disposal of waste water.
23. Treatment and management of solid waste generation.
24. Disposal of spent oil and lube.
25. Storage of chemicals and diesel at site.
26. Commitment for the use of WBM only

27. Mud make up and mud and cutting disposal - all options considered shall be listed with selective option.
28. Hazardous material usage, storage accounting and disposal.
29. Disposal of packaging waste from site.
30. Oil spill emergency plans in respect of recovery/ reclamation.
31. H2S emissions control.
32. Produced oil handling and storage.
33. Details of scheme for oil collection system along with process flow diagram and its capacity.
34. Details of control of air, water and noise pollution in oil collection system.
35. Disposal of produced/formation water.
36. Whether any burn pits being utilised for well test operations.
37. Restoration and decommissioning plans which shall include mud pits and wastage restoration also and documentation and monitoring of site recovery.
38. Measures to protect ground water and shallow aquifers from contamination.
39. Risk assessment and disaster management plan for independent reviews of well designed construction etc. for prevention of blow out.
40. Environmental management Plan.
41. Documentary proof of membership of common disposal facilities, if any.
42. Details of environmental and safety related documentation within the company including documentation and proposed occupational health and safety Surveillance Safety Programme for all personnel at site. This shall also include monitoring programme for the environmental.
43. Total capital and recurring cost for environmental control measures.
44. A copy of Corporate Environment Policy of the company as per the Ministry's O.M. No. J-11013/41/2006-IA.II(I) dated 26th April, 2011 available on the Ministry's website.
45. Any litigation pending against the project and or any direction/order passed by any court of law against the project. If so details thereof.
46. A tabular chart with index for point-wise compliance of above TORs.
47. In case of Expansion/modernization proposals:
 - i. Copy of all the Environmental Clearance(s) including Amendments thereto obtained for the project from MOEF/SEIAA shall be attached as an Annexure. A certified copy of the latest Monitoring Report of the Regional Office of the Ministry of Environment and Forests as per circular dated 30h May, 2012 on the status of compliance of conditions stipulated in all the existing environmental clearances including Amendments should be

provided. In addition, status of compliance of Consent to Operate for the ongoing /existing operation of the project from SPCB shall be attached with the EIA-EMP report.

- ii. In case the existing project has not obtained environmental clearance, reasons for not taking EC under the provisions of the EIA Notification 1994 and/or EIA Notification 2006 shall be provided. Copies of Consent to Establish/No Objection Certificate and Consent to Operate (in case of units operating prior to EIA Notification 2005, CTE and CTO of FY 2005-2006) obtained from the SPCB shall be submitted. Further, compliance report to the conditions of consents from the SPCB shall be submitted.
- 48. CRZ clearance/ recommendation from State Coastal Zone Management Authority, if applicable.
 - 49. Approval of the State Forest Department regarding the impact of the proposed project on the surrounding National Park/Wild life Sanctuary/ Reserve Forest/Eco sensitive area, if any. Approval obtained from the State/Central Government under Forest (Conservation Act, 1980 for the forestland shall be submitted.
 - 50. The TORs prescribed shall be valid for a period of two years for submission of the EIA-EMP reports along with Public Hearing Proceedings (wherever stipulated).
 - 51. The TORs prescribed shall be valid for a period of two years from the date of issue.

Additional TOR:

- (i) Forest Clearance to be obtained.

The following general points shall be noted:

- i. All documents shall be properly indexed, page numbered.
- ii. Period/date of data collection shall be clearly indicated.
- iii. Authenticated English translation of all material in Regional languages shall be provided.
- iv. The letter/application for environmental clearance shall quote the MOEF file No. and also attach a copy of the letter.
- v. The copy of the letter received from the Ministry shall be also attached as an annexure to the final EIA-EMP Report
- vi. The index of the final EIA-EMP report must indicate the specific chapter and page no. of the EIA-EMP Report
- vii. While preparing the EIA report, the instructions for the proponents and instructions for the consultants issued by MoEF vide O.M. No. J-11013/41/2006-1A.11 (I) dated 4th August, 2009, which are available on the website of this Ministry shall 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.
- ix. 'Certificate of accreditation' issued by QCI to the environmental consultant should be included.

3.0 These 'TORs' should be considered for the preparation of EIA / EMP report Exploratory Drilling and Testing of Hydrocarbons in Jairampur Extension PEL Block in District Changlang, Arunachal Pradesh by M/s Oil India Ltd 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, Arunachal Pradesh Pollution Control Board, (APPCB) for public consultation. The SPCB shall conduct the public hearing/public consultation as per the provisions of EIA notification, 2006.

4.0 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.**

5.0 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.

(Lalit Bokolia)
Additional Director

Copy to : 1. The Chairman, Arunachal Pradesh Pollution Control Board.

2. Chief Conservator of Forest (Western), Ministry of Environment & Forests, Regional Office, Upland Road, Laitumhran Shillong-793003

(Lalit Bokolia)
Additional Director

UNQUOTE:

7.0 TIME FRAME FOR EIA STUDY: The Contractor shall complete the activities of **Phase-I, Phase II** as detailed below and thereafter the contractor shall be associated with Company for obtaining the **Environmental Clearance (EC)**. 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) Data collection (Primary and Secondary) and analysis (air, water, soil, ecology etc.	Within 90 days of issuance of LOA (Leaving Monsoon Season)
c) Submission of EIA Draft Report (2 hard copies and one soft copy) & Presentation/ discussion on the EIA Draft Report at Duliajan, Assam for Company's comments/ views.	15 days after completion of Data collection and analysis (b)
d) Submission of approved EIA Draft Report (EIA summary) 15 hard copies and 15 soft copy after incorporating company's comments / views.	15 days after presentation/ discussion on the EIA draft report at Duliajan (c)

e) 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
f) To be associated with Public Hearing Process as described in detail in the Scope of services	During Public Hearing and as & when required
g) To review the EIA Draft Report and prepare final EIA Report considering the Public Hearing Issues.	Within 7 days from the date of receiving Public Hearing data from the State Pollution Control Board
h) Submission of 25 copies of final report in bound volume and 25 soft copies (CD/DVD) 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) Preparing all documents including the application for obtaining EC from MoEF.	Within 7 days of advice by the Company
b) Making presentation to MoEF at New Delhi for obtaining EC and Preparation & submission of Revised Final EIA report (5 Copies both in hard & soft Copy) to OIL based on EAC recommendations, if any.	As & when advised by OIL after receiving the intimation regarding date and time from MoEF.
c) Subsequent follow up for obtaining EC from the MoEF.	Within 2 (two) weeks from the date of EAC presentation.

8.0 DELIVERABLES/REPORTS:

8.1 Draft Report:

- (i) Submission of two (2) hard Copies of Draft Report on EIA Study alongwith a soft copy of report in CD/DVD for Company's review.
- (ii) One presentation to Company at Duliajan on the submitted EIA draft report prior to finalization of the draft report.
- (iii) Submission of fifteen (15) hard copies of approved draft report in bound volume and fifteen (15) soft copies (CD/DVD) after incorporating Company's views/comments, if any.

8.2 Submission of Application to State Pollution Control Board: To prepare & submit the application and other documents (after review of the EIA draft report by the company) to State Pollution Control Board for conduct of Public Hearing.

8.3 Presentation during Public Hearing: To be present during Public Hearing and make presentation. The presentation shall also be made in local language.

- 8.4 **Review of the Draft EIA Report after Public Hearing:** Considering Company's views/comments, the approved draft EIA report shall be reviewed incorporating all the issues raised/discussed during Public Hearing/Consultation meeting.
- 8.5 **Preparation of Final EIA Report:** After review of the Draft EIA report based on Public Hearing issues, the final EIA report shall be prepared covering all the points as per Terms of Reference/Technical specifications, Section-IV of the tender and compliance of any other statutory recommendations issued by the MoEF, if available. The copy of the bidder's (consultants) QCI/NABET accreditation certificate shall be included in the final EIA report.
- 8.6 **Submission of Final EIA Report:** Two (2) copies (both in hard & soft copy) of Final Draft EIA report shall be submitted to the Company for approval.
- 8.7 **Submission of Final EIA Report:** Twenty Five (25) copies of Company approved Final EIA Report in bound volume and twenty five (25) soft copies (CD/DVD) shall be submitted to the Company as a **FINAL EIA REPORT**.

8.8 Application for EC:

- (i) To assist in preparation of all the documents including the application for obtaining EC.
- (ii) To make presentation to EAC members, MoEF at New Delhi for obtaining EC.

9.0 Experience/Qualification Criteria of Bidder's Personnel:

As the EIAs are multi-disciplinary activities where inputs are required from specialists having knowledge of the sector/industry for which EIAs are to be carried out as well as in the functional areas like land use, air pollution control, air quality modelling, water pollution control, noise and vibration, ecology and bio-diversity, socio-economic aspects, risks and hazard management etc., hence the:

- a) Successful Bidder must provide competent personnel having expertise in all functional areas to carry out required environmental impact assessment studies most efficiently.
- b) Bidders must provide the details of experience of their personnel to be deployed for the study, alongwith their bid. Curriculum vitae of the personnel proposed to be deployed by the bidder must accompany the bid document. All key personnel proposed to be deployed must be fluent in speaking English.
- c) The bidder shall specify the name of the key person, the EIA coordinator, for the EIA study. The key person should have broad knowledge about the project and clear understanding about the related functional areas. The Coordinator should be thoroughly aware of national and global environmental concerns and be familiar with all relevant environmental regulations, the EIA Notification and its Amendments and the public consultation procedures. Also, the coordinator should have experience of completion of 1 (one) no. EIA study.

10.0 GENERAL TERMS AND CONDITIONS:

- a. All instruments, laboratory ware, consumables, chemicals etc. required for EIA study are to be arranged the bidder and all cost related to above are to be borne by the bidder.
- b. The requisite manpower for carrying out EIA study is to be deployed by the bidder at its own cost.
- c. Power supply alongwith necessary interconnecting cables, extension boards etc., as required, for EIA study shall be arranged by the bidder at its own cost.
- d. The key person i.e., the EIA coordinator shall report to the Company's officer-in-charge on weekly basis during the work to apprise him about the progress/status of the work.
- e. The procedures/methods of conducting EIA studies shall be done as per standards/guidelines prescribed by SPCB/CPCB/MoEF.
- f. The bidder shall fill up the Proforma-B (Proforma Attached herewith) as statement of Compliances and submit the same along with the quotation.

11.0 SPECIAL TERMS AND CONDITIONS: The following special terms and conditions shall be binding to the bidder:

- (a) In addition to the Indian laws and regulations specified under General Conditions of the Contract, any other Indian laws applicable to Environmental Impact Assessment study shall be binding to the bidder.
- (b) The arrangement of necessary permits from the concerned authorities to carry out the EIA study will be the sole responsibility of the bidder.
- (c) The bidder shall arrange accommodation, food, transportation for its people to be deployed at site for carrying out the job at their own cost. OIL will not be responsible for the same or any other facility at site.
- (d) The successful bidder shall submit a document containing detailed information of the personnel, along with the photographs, deployed by the bidder for execution of the jobs shall be submitted to the company before initiation of EIA activities.
- (e) The bidder shall be responsible for providing necessary PPE for the work related activities of the personnel. The bidder shall be responsible for any work related accidents throughout the contract period.
- (f) The bidder shall be responsible for overall statutory safety of the personnel deployed by him for the purpose. In no case, Company will be responsible for safety of the bidder's personnel engaged against the said contract.
- (g) The bidder shall submit the documents of compliance of minimum wages act every month, in case of deployment of contractual labourer.
- (h) Bidder 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.

12.0 SCHEDULE OF PAYMENT: The schedule of payment will be as follows:

Sl. No.	PARTICULARS	Amount
(i)	After Mobilisation & Commencement of work.	10% of lumpsum quoted value for Phase-I ("A")
(ii)	After completion of collection of all primary and secondary data for EIA study and submission of the draft report.	30% of lumpsum quoted value for Phase-I ("A")
(iii)	After completion of Submission of Application to SPCB for conducting Public Hearing and completion of Public Hearing Meeting.	20% of lumpsum quoted value for Phase-I ("A")
(iv)	After submission and acceptance of Final EIA/EMP report.	30% of lumpsum quoted value for Phase-I ("A")
(v)	After obtaining Environmental Clearance from MoEF, New Delhi.	Balance 10% of Phase-I ("A") alongwith 100% of Phase-II ("B")

(END OF SECTION-II)

END OF PART-3

PART - 4**PROFORMA – A****PRICE BID FORMAT**
(FOR BID EVALUATION)**TENDER No. : CNI5918P15****PRE-DRILLING ENVIRONMENTAL IMPACT ASSESSMENT (EIA) STUDY
IN JAIRAMPUR EXTENSION PEL AREA**

Bidders are requested to quote rates in Indian Rupees strictly as per table below. The price bid shall be evaluated on the basis of rates quoted herein and will be compared on the total evaluated value including applicable taxes & duties.

1	Phase-I: EIA STUDY	Jairampur Extn. PEL Block
1.a	Mobilisation & Commencement of work	Lump sum Charges for activity 1.a to 1.f under Phase-I A = Rs.....
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	Submission of 15 sets (hard as well soft copies) of Approved Draft Reports after presentation and preparing & submitting the application alongwith other necessary documents (after review by the Company) to State Pollution Control Board for Conducting 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 25 soft copies (CD/DVD) 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 preparing of all the documents including the application for obtaining EC.	Lump sum Charges for activity 2.a & 2.b under Phase-II B = Rs.....
2.b	Making presentation to EAC, MOE&F, at New Delhi and receipt of EC.	
TOTAL CONTRACT VALUE FOR OBTAINING EC (A+B) =		
Total contract cost, inclusive of all taxes, duties, but excluding Service Tax which will be on OIL's account		

GENERAL NOTES:

- a) The above prices/rates are inclusive of all taxes & duties to perform the services described under the Scope of the Work in this Tender, except the Service Tax, which will be paid extra by Company as applicable.
- b) The prices are inclusive of all obligations, costs and expenses necessary to complete the work as per Scope of Work described in SECTION-II of PART-3.
- c) Any statutory fee payable alongwith the applications for obtaining Environmental Clearance etc. shall be on Company's account.
- d) The Contractor shall bear the cost of travelling of its team member(s) to the site for carrying out the study.
- e) It is the Contractor's responsibility to arrange for all requirements of their personnel including lodging & boarding for its team member(s) at the study/operational area.
- g) All expenditure including to & fro fare, boarding & lodging etc. for Contractor's representatives in connection with the presentation to OIL at Duliajan after collection/analysis of base line data as well as for presentation to Expert Appraisal Committee (EPC), MOE&F, New Delhi shall be to Contractor's account. Rates/Prices as quoted above must be inclusive of the same.

&&&&&&&&&

STATEMENT OF COMPLIANCE / NON-COMPLIANCE

E-Tender No.: CNI5918P15

SL. NO.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	COMPLIANCE	REMARKS

We undertake that excepting above deviations all other terms and conditions of the tender document shall be fully complied with.

NOTE : OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/ deviations to the terms and conditions of the bid document (other than the BEC/ BRC) the same should be indicated here and submit with their Bids. If the proforma is left blank or not uploaded, then it would be construed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

Signature and seal of the bidder: _____

Name of bidder: _____

&&&&&&&&&&

BID FORM

To
M/s. Oil India Limited,
For General Manager-NEF
P.O. Duliajan, Assam, India

Sub: Tender No. CNI5918P15

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 (15) days calculated from the date of award of contract.

If our Bid is accepted, we will obtained the guarantee of a bank in a sum not exceeding 7.5 % (seven and half percent) of the total contract value for the due performance of the Contract.

We agree to abide by this Bid for a period of 180 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 _____ 2015.

Signature

Name:

(In the capacity of)

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**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. CNI5918P15.

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)

Name :

Status :

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

Name :

Status :

In presence of

1.

2.

In presence of

1.

2.

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FORM OF PERFORMANCE BANK GUARANTEE

To
M/s. OIL INDIA LIMITED,
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 **6 months** after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date

Place _____

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

To  
M/s. OIL INDIA LIMITED,  
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 \_\_\_\_\_ 2015.

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.

**8,8,8,8,8,8,8,8,8,8,8,8,**

### **PROFORMA LETTER OF AUTHORITY**

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

Sir,

**Sub: OIL's e-TENDER NO. CNI5918P15**

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.

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END OF PART-4