

TENDER DOCUMENT FOR

Hiring of Pre-Seismic Environmental Impact Assessment (EIA) Study for NELP-IX Block: AA-ONN-2010/2 in Karbi-Anglong District of Assam.

TENDER NO. : D206811P16



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. : D206811P16

BRIEF DESCRIPTION OF SERVICE: Hiring of Pre-Seismic Environmental Impact Assessment (EIA) study in NELP-IX Block: AA-ONN-2010/2 located in Karbi-Anglong District of Assam, prior to carrying out 3D Seismic Survey in the area.

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 NELP-IX Block: AA-ONN-02010/2 (located in Karbi-Anglong District of ASSAM) prior to taking up 3D Seismic Survey, OIL's NEF Project invites **Local Competitive Bids under single stage two bid system** from competent and experienced indigenous Service Providers/ Contractors for providing the above services.
- 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. : D206811P16 dated 02.04.2015
 - (ii) Tender Fee : **INR 500.00 (Rupees Five Hundred only)**
 - (iii) Type of Bid : **Single Stage-Two Bid.**
 - (iv) Bid Closing Date & Time : 29.04.2015 at 13:30 Hrs (IST)
 - (v) Technical Bid Opening Date & Time : 29.04.2015 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 HEAD-NEF
NEF Project
Oil India Limited
Duliajan – 786602, Assam, India
- (viii) Bid Security Amount : **INR 20,000.00**
- (ix) Bid/Bid Security to be submitted to : HEAD-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 Non-transferable bid document can be purchased by the interested eligible Indian Bidders from the office of **“HEAD-NEF, NEF Project, Oil India Limited, At/PO : Duliajan, Dist: Dibrugarh, Assam-786602, India”** on application and payment of non-refundable Tender Fee of ₹ 500.00 (PSUs and Firms registered with NSIC/SME for are exempted from payment of Tender Document, provided they furnish valid evidence that they are registered for the above service) in the form of Demand Draft drawn in favour of OIL INDIA LIMITED and payable at Duliajan, between **8th April, 2015 to 28th April, 2015** during office hours only i.e. one day prior to the scheduled Bid Closing Date. Tender Documents can also be purchased online through OIL’s payment gateway.

5.0 The Tender documents are not transferable. Bids made by parties who did not purchase the tender document from Company will be rejected.

6.0 Bids are to be prepared and submitted by the Bidders in physical form under **Single Stage Two Bid system** on or before **13:30 hrs (IST)** on the **Bid Closing Date** as mentioned above.

6.1 The **Technical Bid** shall be prepared complete with all information/documents as called for in this tender document (except the rates/costs) and shall be put in one envelope. The requisite Bid Security should form part of the Technical Bid. Similarly, the **Price Bid** containing the rates/cost only as per PROFORMA-A in PART-4 should be put in another envelope. Both these envelope must be duly superscribed as “Technical Bid” or “Price Bid” as the case may be and put in a third envelope. The following details must be written clearly on the outer cover and submitted to **HEAD-NEF, NEF Project, Oil India Ltd, Duliajan, Assam, India** on or before the scheduled bid closing date & time.

- (i) OIL’s Tender No.
- (ii) Brief Description of Service:
- (iii) Bid Closing Date:
- (iv) Name of the Bidder:

- 6.2 The Technical Bid shall be opened on the same day i.e., on the scheduled Bid Closing Date at **14:00 hrs** (IST) in the Office of **HEAD-NEF, NEF Project, Oil India Ltd, Duliajan, Assam, India** in presence of authorized representative of the bidders who choose to attend. Price Bids of the Bidders whose bids shall be determined by Company to be acceptable/responsive shall be opened subsequently on a pre-determined date, which will be notified to all such technically qualified Bidders in due course.
- 6.3 However, if the above mentioned closing / opening day of the tender happens to be a non-working day due to Bandh/Strike at Duliajan or any other reason, the bids will be received and opened on the following full working day at the same time.
- 6.4 Offers may be sent by post/courier, delivered personally or dropped in the tender box placed in the NEF Project Office at Duliajan, Assam. However, for any delay in receipt or non-receipt of the same, Oil India Ltd. will not be responsible. **Quotation received after the scheduled bid closing date & time shall be rejected outright.**
- 7.0 In the event of receipt of single offer within the scheduled bid closing date, Company reserves the right to extend the BC date as may be deemed fit. The Bidder who submitted the bid will not be permitted to revise their quotation during such extended period, if any.
- 8.0 Bidders are requested to visit the area of operation prior to bidding to make them fully aware of and understand the topography, job involvement and logistics including environmental issues etc. and Company's NEF Project office at Duliajan may also be contacted for clarification, if any.
- 9.0 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 HEAD - 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 bidder's account.
- 3.0 **SALE OF TENDER DOCUMENT:**
 - 3.1 Tender Document shall be issued by Company in physical form. Non-transferable bid document can be purchased by the interested eligible Indian Bidders from the office of **"HEAD-NEF, NEF Project, Oil India Limited, At/PO : Duliajan, Dist: Dibrugarh, Assam-786602, India"** on application and payment of non-refundable Tender Fee of ₹ 500.00 (PSUs and Firms registered with NSIC/SME for are exempted from payment of Tender Document, provided they furnish valid evidence that they are registered for the above service) in the form of Demand Draft drawn in favour of OIL INDIA LIMITED and payable at Duliajan, between **8th April, 2015 to 28th April, 2015** during office hours only i.e. one day prior to the scheduled Bid Closing Date. Tender Documents can also be purchased online through OIL's payment gateway.
 - 3.2 Tender documents are not transferable. Offers made by bidders who have not purchased the tender document from the Company as above shall be rejected being unsolicited.
- 4.0 **AMENDMENT OF TENDER DOCUMENTS:**

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 intimated to all prospective Bidders who purchased the Tender Document.
- 5.0 **BID PREPARATION & SIGNING BY BIDDERS:**
 - 5.1 The Bidders shall prepare three (3) copies of both Technical as well as Price Bids clearly marking each "Original Bid" & "Copy of Bid", as appropriate. In the event of any discrepancy between the 'Original' and 'Copy', the 'Original' shall prevail.

- 5.2 The original and all copy of the Bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorised to bind the bidder to the contract. The authorisation shall be indicated by written power of Attorney accompanying the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid
- 5.3 The Bid should contain no interlineations, erasures except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the Bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be liable for rejection.
- 6.0 **BID SUBMISSION & OPENING:**
- 6.1 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 (un-priced) & the Priced Bid are to be prepared separately and put in separate sealed envelopes. Each envelope to be duly marked as "TECHNICAL BID" and "COMMERCIAL BID/PRICE BID" as the case may be. The envelopes containing Technical Bid & Price Bid are then put together in a third envelope. This third envelope must be sealed and submitted in the Office of HEAD-NEF, NEF Project, Oil India Limited, P.O. Duliajan, ASSAM-786602 latest by 13:30 hrs (IST) within the Bid Closing Date as specified herein.
- 6.2 The following details must be clearly superscribed on the outer cover containing Bids.
- (i) OIL's Tender No.
 - (ii) Brief Description of Service:
 - (iii) Bid Closing Date:
 - (iv) Name of the Bidder:
- 6.3 If the outer envelope is not sealed and marked as explained above, the Company will assume no responsibility for misplacement of the Bids or premature opening of the bids submitted. Any bid consequently opened prematurely will be rejected and may be returned to the bidder.
- 6.4 **Technical Bid** – As part of Technical Bid, set of complete tender document as issued by Company must be submitted 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 submitted by the bidder. Bid Security in original should also be submitted as part of the Technical Bid.
- 6.5 **Priced Bid** - The Priced Bid shall contain the rates/prices along with 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.

- 6.6 Bidders should quote their rates against all individual items as per Proforma-A (Price Bid Format in PART-4). 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.
- 6.7 **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.
- 6.8 Timely delivery of the bids is the responsibility of the Bidder. Offers should be sent as far as possible by Registered post. Company will not be responsible for any postal delay.
- 6.9 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.
- 6.10 In the event of receipt of single offer within the scheduled bid closing date, Company reserves the right to extend the BC date as may be deemed fit. The Bidder who submitted the bid will not be permitted to revise their quotation during such extended period, if any.
- 6.11 All Technical Bids received as above upto the scheduled Bid Closing Date & Time shall be opened on the same day at 14:00 hrs. (IST) in the Office of Head-NEF in Duliajan, ASSAM. 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.
- 7.0 **EARNEST MONEY (BID SECURITY):**
- 7.1 Bidders shall furnish the requisite Bid Security of **INR (₹) 20,000.00** (Rupees Twenty Thousand) only in the form of Demand Draft/Banker's Cheque/Bank Guarantee (Refer format vide PROFORMA-D 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.

8.0 **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 7.0 above.
- e. Statement of Compliance/Non-compliance as per prescribed Proforma-B.
- 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, failing which the Bid will be rejected. Only techno-commercial documents/information other than the price details to be submitted as Technical Bid.**
- 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.**

9.0 **DEADLINE FOR SUBMISSION OF BIDS:**

- 9.1 Bids must be received by Company at the address specified in the forwarding letter not later than 13:30 Hrs (IST) on the Bid closing date mentioned in the "Forwarding Letter".
- 9.2 Company may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Document in accordance with above-mentioned paragraph 4.0 & 6.0, in which case all rights and obligations of Company and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 10.0 **LATE BIDS:** Any Bid received by Company after the deadline for submission of Bids prescribed by Company, pursuant to above paragraph 9.0, will be rejected and returned unopened to the bidder.

11.0 **MODIFICATION AND WITHDRAWAL OF BIDS:**

- 11.1 The bidder may modify or withdraw its Bid after submission to Company, provided that written notice of the modification/withdrawal is received by Company prior to the deadline prescribed for submission of Bids.
- 11.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and submitted to the Company prior to the prescribed bid opening date. Such notice(s) must be signed by a person duly authorized by the bidder and the authorization shall be indicated by power of Attorney which must also be submitted alongwith the modification/withdrawal notice.
- 11.3 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.
- 11.4 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.

12.0 **PERIOD OF BID VALIDITY:**

- 12.1 Bids shall remain valid for **180 days** after the date of bid opening.
- 12.2 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 7.0 above shall also need to be suitably extended. However, a bidder may refuse the request without forfeiting its Bid Security.

13.0 **BID OPENING & EVALUATION:**

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 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.
- 13.6 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.

- 14.0 **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.

15.0 **AWARD & SIGNING OF CONTRACT:**

- 15.1 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.
- 15.2 The notification of award as above will constitute formation of the Contract.

- 15.3 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.
- 15.4 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.

16.0 **PERFORMANCE SECURITY:**

- 16.1 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.
- 16.2 This Performance Security must be valid up to three (3) 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.
- 16.3 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.

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

- 17.1 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.
- 17.2 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.

18.0 **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.

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

- 19.1 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.
- 19.2 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 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. 16.00 lakhs.

Or

(b) Two executed works of value not less than Rs. 10.00 lakhs each.

Or

(c) Three executed works of value not less than Rs.8.00 lakhs each.

***Similar Works** means providing of Environmental Impact Assessment Study services involving preparation of EIA/EMP Reports.

- 1.2.1 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.

- 1.3 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.

- 1.4 Average Annual Financial Turnover of the bidder during last 3(three) financial years ending 31.03.2014 must be minimum of Rs. 6.00 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.
- 1.5 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.
- 1.6 The bid documents are not transferable. Unsolicited Bids are liable for outright rejection.
- 1.7 Late Bids and Conditional offers will not be considered and will be rejected.
- 1.8 Any bid containing false information/statement and/or fraudulent documents will be rejected.

2.0 COMMERCIAL:

- 2.1 Bids shall be submitted in physical form under Single Stage Two Bid system i.e. Technical Bid and Priced Bid in sealed envelopes, duly super-scribing the details on the outer envelope. Bids not conforming to this system shall be rejected outright.
- 2.2 Bid Security in **Original** must reach the office of **HEAD-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 submit the same as Priced Bid.
- 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.

END OF PART – 2

PART - 3

SECTION - I

GENERAL TERMS & CONDITIONS OF CONTRACT

BRIEF DESCRIPTION OF SERVICE: ENVIRONMENTAL IMPACT ASSESSMENT (EIA) STUDIES PRIOR TO 3D SEISMIC SURVEY IN NELP-IX BLOCK: AA-ONN-2010/2 IN KARBI-ANGLONG DISTRICT OF ASSAM.

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"** or "OIL" means Oil India Limited and its executors, successors, administrators & assignees.
- (e) **"CONTRACTOR"** means the individual or firm or Body incorporated performing the services under the Contract including its executors, successors, administrators & assignees.
- (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 DATE & 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:** Subsequent to issue of LOA, Company will issue work-order advising Contractor to commence site jobs. Accordingly, Contractor shall complete mobilization of their equipment, personnel and other resources as required for execution of services at site under this contract within **fifteen (15) days** from the date of work-order issued by Company.
- 2.3 **COMMENCEMENT DATE:** The date on which the mobilization 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 three (3) months after mobilisation. Therefore, the contract shall initially be valid for a period of **three (3) 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. 13.0 in Section-II of 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 the quoted rates/prices, 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.
 - c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil 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 on 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 14.0 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 commotions, 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 on giving thirty (30) days written notice to the Contractor 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 up to 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>
Head-NEF	_____
NEF Project	_____
OIL INDIA LIMITED	_____
DULIAJAN - 786602	_____
ASSAM, INDIA	_____
Tel No. +91-374-2807452	_____
Fax No:+91-374-2801799	_____

- 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 of 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/Demand Draft equivalent to 7.5% (seven and half percent) of estimated Contract value towards performance security. The performance Bank guarantee shall be kept valid for three (3) months beyond the duration of the contract. The proceeds of the Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry. The Performance Security will not accrue any interest.

19.0 CONTRACT PRICE: Company shall make the payments to the Contractor as per the agreed rates (to be quoted by the Bidder) and in accordance with the Payment Schedule as defined in Clause No. 23.0 hereunder. The Contract rates/prices shall 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.

- 23.4 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.
- 23.10 Company will release payment against invoice(s) to be submitted by Contractor as per following schedule:

PARTICULARS	% AGE
After Mobilization and setting up monitoring stations	10 %
After commencement of primary site specific data collection	20%
After completion of collection of all primary & secondary data, completion of data analysis and acceptance of Draft Report .	20 %
After submission of Final Report	50 %

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 thereunder.
- 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.

- 32.0 BACKING OUT BY CONTRACTOR AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the Contractor or failed to mobilise their resources to undertake the assigned jobs as per the terms of the contract within the time specified, the Performance Security shall then be forfeited and the bidder/Contractor shall be debarred for 2 (two) years from the date of default.

33.0 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 three (03) years from the date of detection of such fraudulent act, besides legal action.

END OF SECTION-I (PART-3)

PART - 3

SECTION – II

SCOPE OF WORK/TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS

ENVIRONMENTAL IMPACT ASSESSMENT (EIA) STUDIES FOR NELP-IX BLOCK: AA-ONN-2010/2 IN KARBI ANGLONG DISTRICT OF ASSAM PRIOR TO 3D SEISMIC SURVEY

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 TITLE OF THE STUDY:

Environmental Impact Assessment (EIA) Studies prior to 3D Seismic Survey in the area pertaining to NELP IX Block AA-ONN-2010/2 located in Karbi Anglong district in the state of Assam. The Survey area shall cover an area of 396 sq. km.

3.0 BACKGROUND:

As per PSC between Govt. of India and consortium of OIL, ONGCL, GAIL (India) Limited & East West Petroleum Corporation (Canada), Environment Impact Assessment (EIA) study is required to be carried out prior to 3D seismic survey in the NELP IX Block AA-ONN-2010/2. Therefore, the pre-seismic EIA study is to be carried out on urgent basis under the aegis of OIL, who is the operator of the said Block.

4.0 OBJECTIVE OF STUDY:

The objective of the study is to prepare an Environmental Impact Assessment study report prior to the 3D Seismic Survey operations proposed to be conducted by the Company in the said Block within the state of Assam. The report shall comprise description of proposed 3D Seismic operations, description of the study area, assessment of existing environment and environmental quality status based on available secondary data supplemented by collected primary data of collected during study in the Block area and for the region in and around proposed seismic survey activities; preparation of environmental impact assessment report incorporating identification, prediction and evaluation of impacts and delineation of Environmental Management Plan (EMP) for prevention and control of environmental degradation during Seismic Survey study in complying the prevailing regulatory requirements. This will assist in arriving at an appropriate set of recommendations for the necessary control measures to be adopted for sustainable development and environmental preservation.

5.0 BASIC INFORMATION OF THE AREA:

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

- I. The block lies in the area of Diphu Division of Karbi Anglong district, Assam, adjoining the Diphu town and covers an area of 396 sq km. The Block is situated in southeast vicinity of the Karbi-Anglong district. The National Highway No. 36 (NH-36), which runs through Nogaon towards Dimapur touches this Block. The nearest railway station is at Diphu and the nearest domestic airport is at Dimapur.

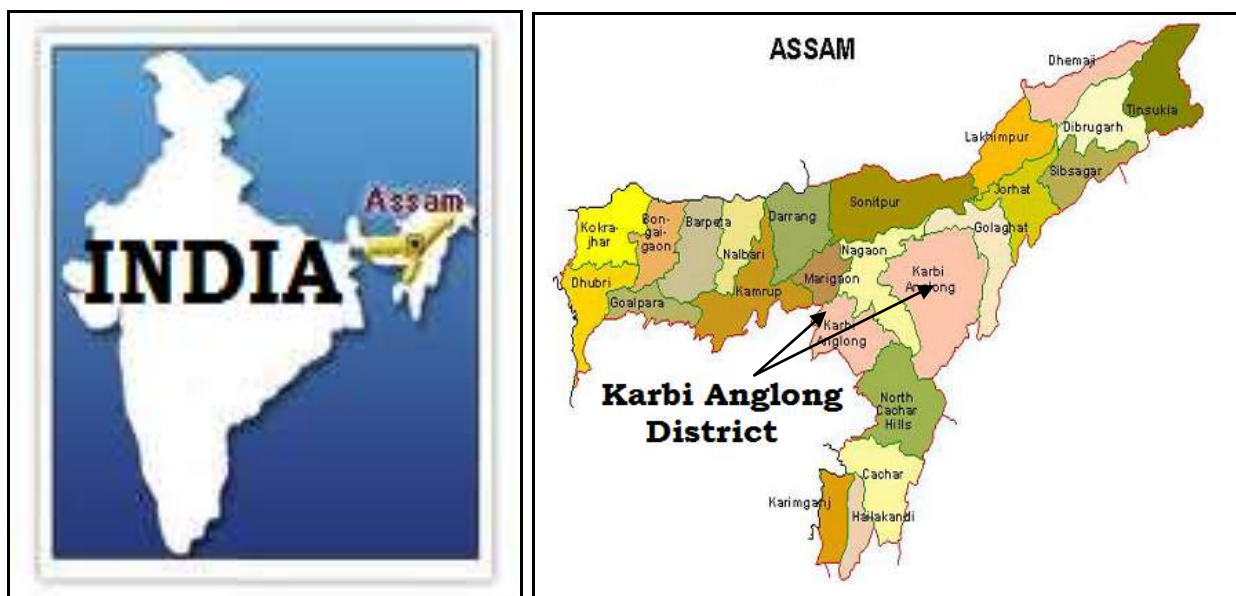


Figure: Location of Karbi Anglong District

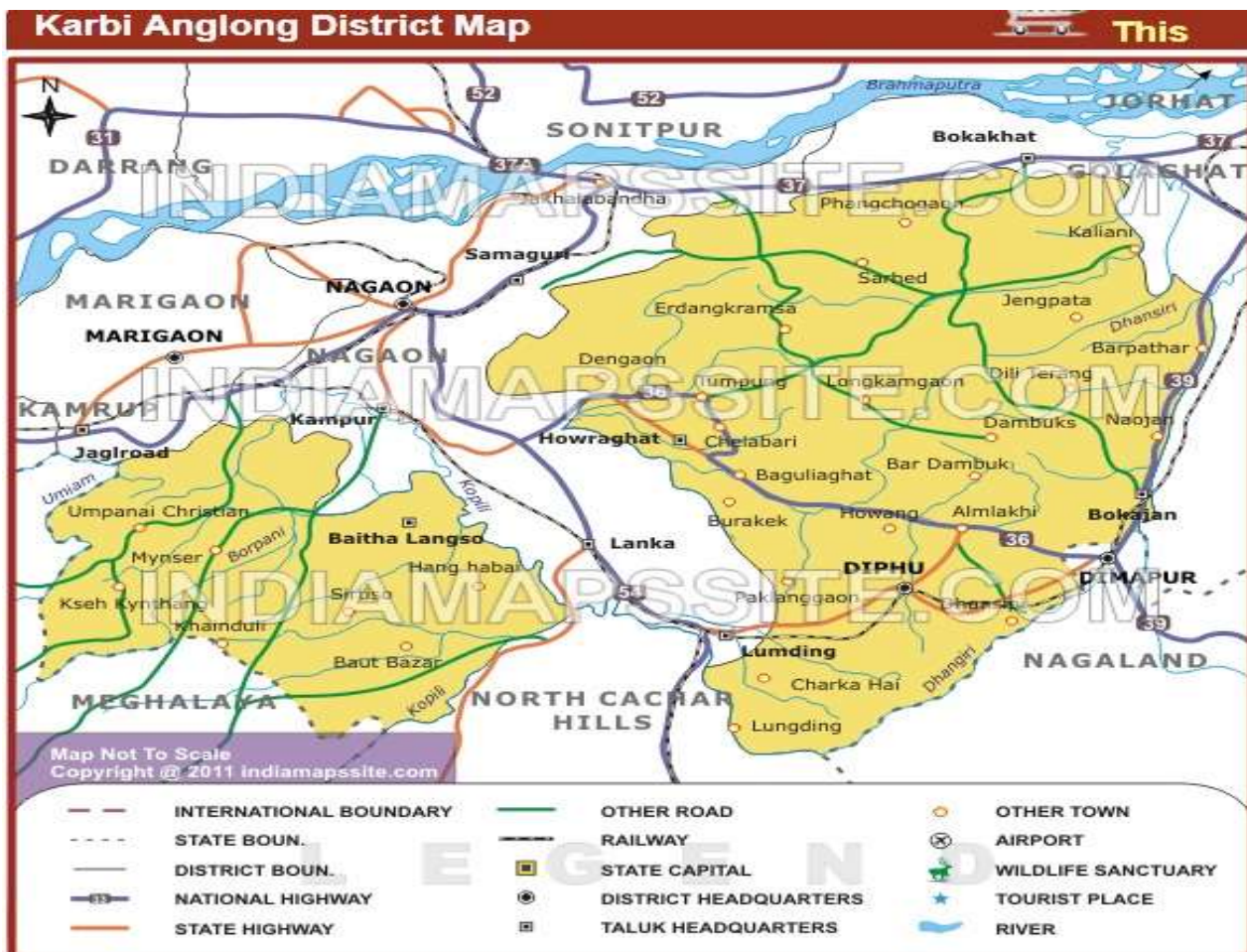


Figure: Karbi Anglong District Map

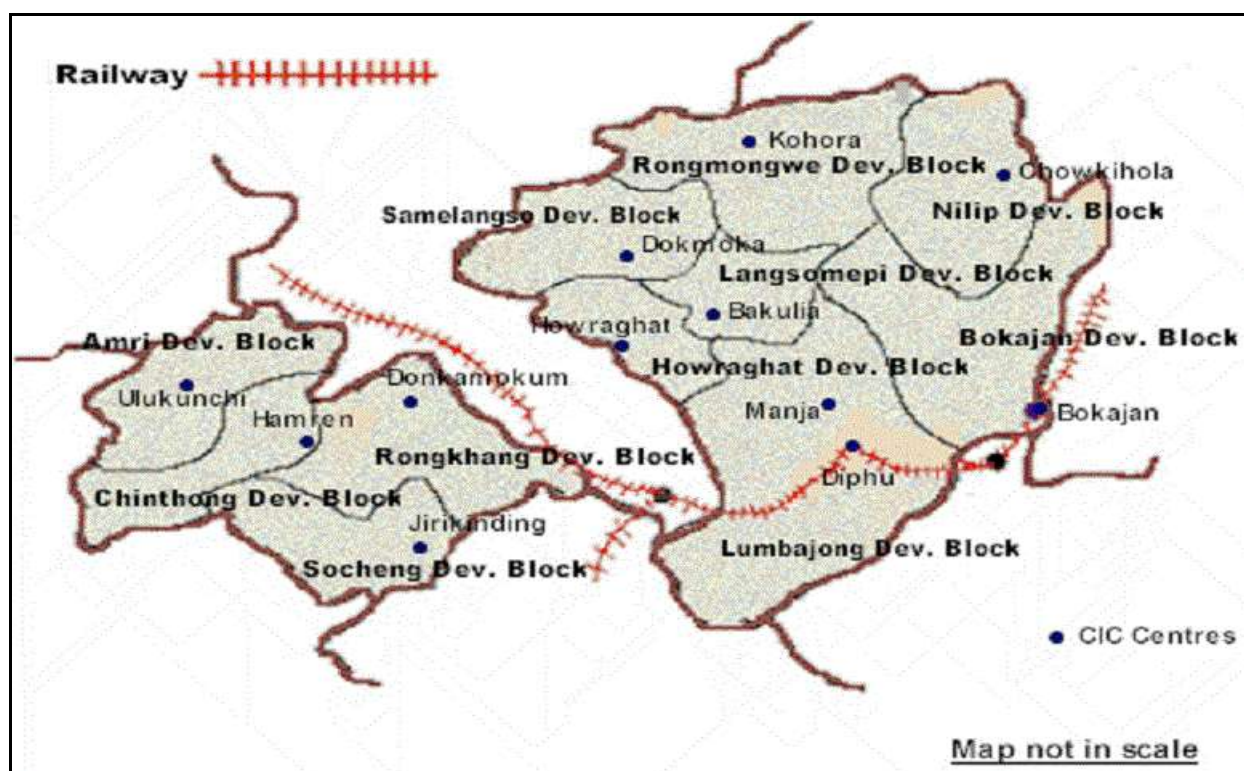


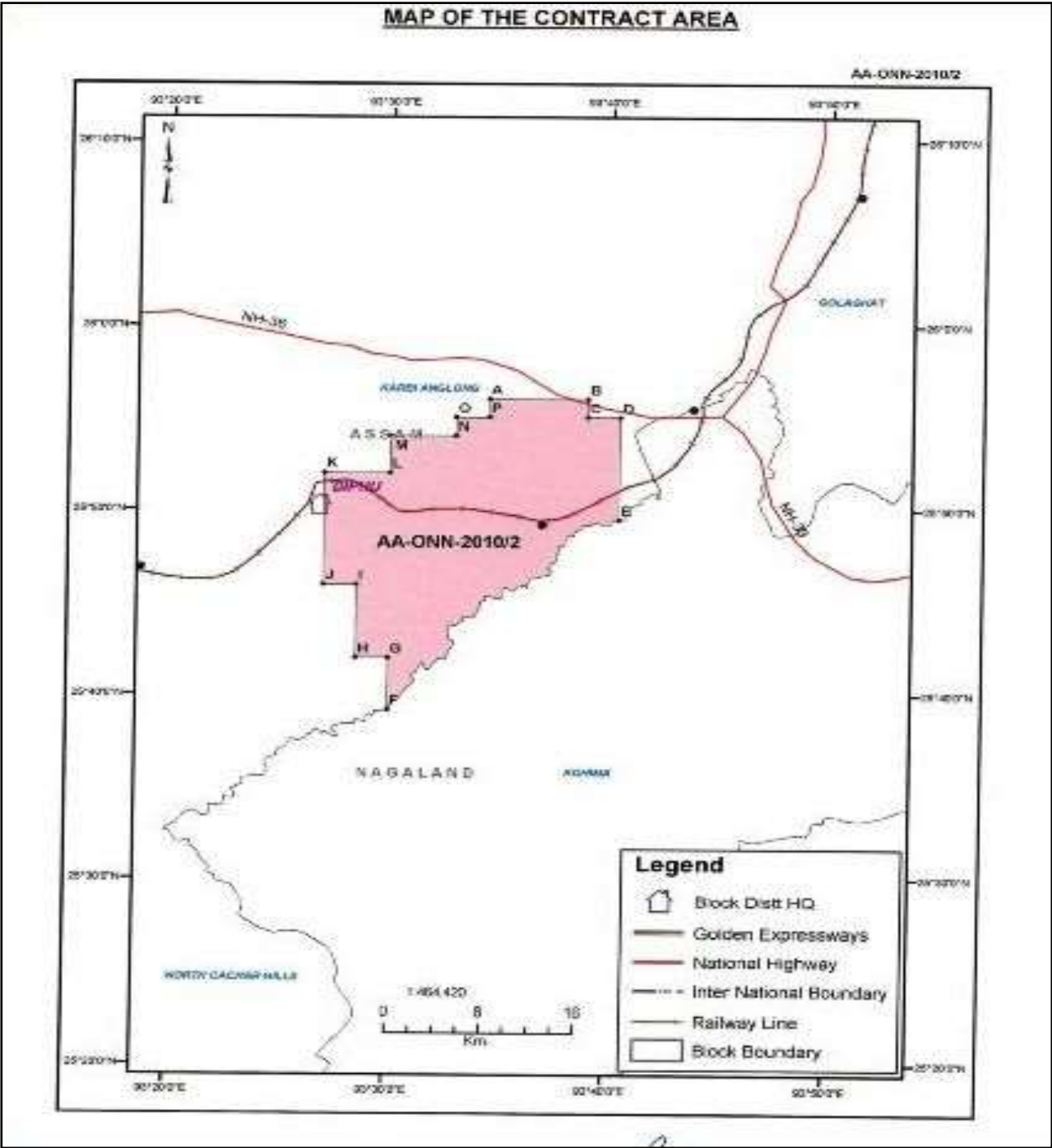
Figure: Development Blocks of Karbi Anglong

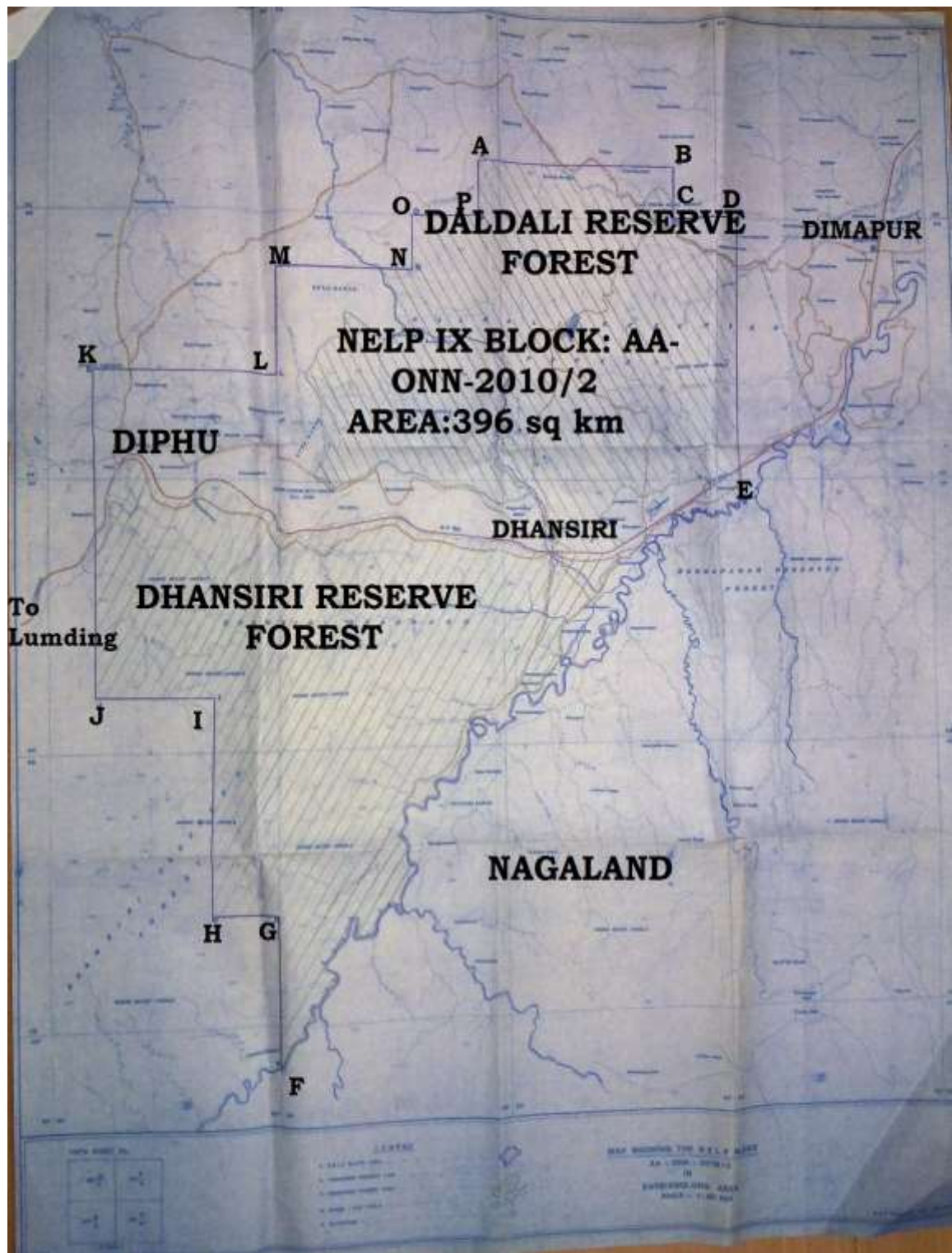
The proposed area of the EIA study lies in between the following broad coordinates:

CO-ORDINATES OF THE BLOCK NELP-IX: BLOCK AA-ONN-2010/2

Pt.	Longitude			Latitude		
	Deg.	Min.	Sec.	Deg.	Min.	Sec.
A	93	34	30	25	56	00
B	93	39	00	25	56	00
C	93	39	00	25	55	00
D	93	40	30	25	55	00
E	93	40	30	25	49	27.96
F	93	30	00	25	39	10.31
G	93	30	00	25	42	00
H	93	28	30	25	42	00
I	93	28	30	25	46	00
J	93	27	00	25	46	00
K	93	27	00	25	52	00
L	93	30	00	25	52	00
M	93	30	00	25	54	00
N	93	33	00	25	54	00
O	93	33	00	25	55	00
P	93	34	30	25	55	00

A map showing the study area is enclosed as in Figure-I.





- II. The climate of the area is humid and tropical. The rainy season starts in May/June and continues till September. The maximum temperature during summer months of April to June ranges up to 32 degree Celsius & during winter it varies from 6-12 degree Celsius. The average rainfall is about 2416 mm.

6.0 TYPE OF AREA & LOGISTICS:

KARBI-ANGLONG AREA (NELP IX BLOCK: AA-ONN-2010/2):

- I. The **NELP-IX BLOCK: AA-ONN-2010/2** is situated in Diphu Division of Karbi Anglong district which is in the Northern side and Diphu town is in the west and Nagaland lies in the south-eastern side of the Block. In general, the topography of the area within the Block has very gentle slope from the south to the north. The area comprises of villages, suburban areas of Diphu town, paddy fields, ponds/beels and Dhansiri & Daldili Reserve Forests. The area is drained by several riverine channels and 'nallah's. Kopili and Dhansiri rivers, tributaries of River Brahmaputra, are the main rivers in the Block area. The area is well accessible. Population density is light to medium.
- II. There are several motorable metal roads including national highway NH-36 at the Northern Boundary of the Block. At present, village road conditions are good though they generally degrade marginally during the peak monsoon season. Additionally, several roads have come up under the 'Pradhan Mantri Gram Sarak Yojana' scheme.
- III. **The bidder shall carry out EIA Study of the Karbi Anglong Block, as shown in Figure-I, where the 3D Seismic Survey is proposed.**

7.0 GENERAL INFORMATION REGARDING SEISMIC SURVEY:

- 7.1 Oil India Limited (OIL) is planning to carry out 3D seismic survey in the NELP-IX Block: AA-ONN-2010/2 in Diphu division of Karbi Anglong district of Assam at the earliest possible date. The EIA study shall be carried out in the areas prior to the proposed 3D seismic survey operations.
- 7.2 The area of the NELP IX Block: AA-ONN-2010/2 where 3D seismic survey planned is 396 sq. km. Figure-I show the location and geographical details of the area where the survey will be conducted. The Co-ordinates of the study area are as per 1(I) of BASIC INFORMATION OF THE AREA.
- 7.3 In the proposed seismic survey area, the seismic profiles are to be laid out at regular intervals. While laying out seismic survey lines on land, it may be required to clear bushes and undergrowth to facilitate approach along the line. In seismic survey operations, normally 2.5 kg of Ammonium Nitrate in plastic tubes are used as explosives and blasted in shot holes at a substantial depth of about 18 to 20 meters to have very little impact on the surface. At the surface, only a muffled sound will be heard. A much little localized disturbance to the soil may occur, depending on the nature and type of soil.

The shot holes are continuously drilled along the lines at an interval of about 50 meters. The signals are recorded on the surface by sensors called geophones.

- 7.4 During seismic survey operation, strict measures are normally taken for making minimum impact on plants and aquatic life and the overall environment within the survey area.

8.0 SCOPE OF WORK:

The EIA studies to be carried out for the said Block in the state of Assam shall comprise but not limited to the following activities:

- i) Collation of Information on methodology of proposed 3D seismic survey activities.
- ii) Collation of hydro-geological data for the region based on existing information/records/documents.
- iii) Collation & collection of environmental information, environmental quality data/information for assessment of existing status/quality of water, land, climate, biological, noise and socio economic components of the environment within and in the vicinity of the proposed 3D seismic survey area.
- iv) Identification, prediction and evaluation of significant environment impact due to the proposed seismic activities/operations.
- v) Delineation of appropriate measures for prevention and control of environmental damage during seismic study.
- vi) Preparation of a suitable Environmental Management Plan (EMP) prior to carrying out seismic survey.

The Contractor shall carry out the above activities complying with the guidelines/regulations notified by Ministry of Environment & Forests and Climate Change (MoEF & CC) & Central Pollution Control Board (CPCB). The Contractor, if required, will also provide technical services like presentations etc. to the Regulatory Authority.

9.0 DETAILS OF THE WORK PLAN:

9.1 The Baseline Environmental study and data collection for assessment of quality of different parameters would consist of:

- i) Collation of data on climate/ weather, hydrology and geology in and around the region proposed for seismic survey.
- ii) Assessment of physio-chemical characteristics of surface/ ground water and soil quality in the study region.
- iii) Assessment of biological characteristics of water, soil, components of environment and Terrestrial flora/fauna.
- iv) Assessment on ambient air quality including noise level at various locations within the region proposed for seismic survey.
- v) Assessment of primary and secondary productivity in the study region.
- vi) Assessment of ecologically sensitive area along with the flora/fauna of the area.

9.2 The major environmental components to be studied in this EIA study need to cover the impact of 3D Seismic Survey on the following aspects which include, but not limited to:

1. Ambient Air Quality,
2. Water quality (surface and ground water) with respect to important physico-chemical characteristics,

3. Sediment and soil quality with respect to important physico-chemical characteristics,
4. Ambient sound level,
5. Local communities,
6. Flora and Fauna
7. Impact on terrestrial and aquatic ecology,
8. Demography, socio-economic and health scenario,
9. Land use pattern, and
10. Meteorological parameters.

9.3 Environmental Impact Assessment:

Environmental impact assessment statement incorporating identification, prediction and evaluation of significant environmental impacts due to proposed 3D seismic survey operations, the environmental risk due to noise, vibration, assessment of adverse impact on human interests followed by the delineation of an Environmental Management Plan (EMP).

9.4 Environmental Management Plan (EMP):

- (i) Preparation of a suitable Environment Management Plan (EMP) for mitigation of adverse impacts due to proposed seismic survey operations on various components of environment.
- (ii) Suggest safeguards against risks associated with the proposed operations. The safeguards and guidelines to be followed shall include, but not be limited to, the following, to the extent appropriate to the study:

Proposed access cutting, clearing and timber salvage, wildlife and habitat protection, fuel storage and handling, use of explosives, camps and staging, historical and cultural sites, waste and debris disposal, protection of freshwater horizons, noise control etc.

(Note: - The study should be complete and should cover all the norms/guidelines of MOEF &CC and CPCB, as available, on pre-seismic EIA.)

10.0 **DESCRIPTION OF JOB:**

10.1 The Bidder shall deploy a person or persons with special knowledge on environmental matters, to carry out environmental studies in order to determine at the time of the studies the prevailing situation relating to the environment habitations and local communities, the flora and fauna, the aquatic life in the proposed survey area and in the adjoining or neighbouring areas as under:

- a) To establish the likely effect on the environment, human beings and local communities, the flora and fauna, the aquatic life in the survey area and in the adjoining or neighbouring areas in consequence of seismic data acquisition phase. The Contractor will submit for the consideration for the Company, measures to be taken for minimizing Environmental Damage and also submit an Environmental Management Plan (EMP) (i.e. evaluation of impact, prediction of impact and management etc.) for consideration and necessary action from the Company.
- b) The Contractor shall carryout the aforementioned study prior to the commencement of 3D seismic surveys.

10.2 Bidders are requested to take note of the following while submitting their bids:

- a) Bidders must acquaint themselves with the area of operation and shall ensure that they are well acquainted with the job sites, environment including topography, logistics and climate etc. The Company will in no case be responsible or liable for the costs associated with the preparation and submission of bid regardless of outcomes.
- b) The Production Sharing Contract (PSC) of the Block does not stipulate the activities pertaining to approval, presentation and public hearing during or after completion of the pre-seismic EIA study. However, in the event of a remote possibility of such a case being required to be carried out, the contractor shall provide all necessary technical assistance/help the COMPANY in gathering/compiling materials for approvals and presentations, if required, from regulatory authorities under both State and Central Government based on the EIA studies carried out by him. If required, the contractor will also provide all assistance during Public Hearing of the Project.
- c) The estimated cost likely to be incurred in case of such an eventuality to the extent of the Contractor's involvement in such case, as mentioned in Para 10.2(b), will be provided by the bidders exclusive of the lump sum amount quoted by them for carrying out the scope of work.

11.0 ROLE OF OIL:

For successful implementation of the project, the Company will provide the technical details of the proposed 3D Seismic Surveys in the study area as the same will be required for inclusion in the report. Further, the Company will provide other administrative help and assistance, wherever possible, for timely completion of the project.

12.0 DELIVERABLES:

Deliverables shall be as per following:

Sl. No.	Description	Quantities
1	EIA draft Report	2 (Two) Hard copies with 1 number softcopy on CD/DVD
2	EIA final report with Executive summary	5 (Five) Hard copies in bound volume along with 5 nos. softcopies on CD/DVD

The EIA Study report will follow, but will not be limited to, the generic structure of EIA Document as laid down in Appendix III (GENERIC STRUCTURE OF ENVIRONMENTAL IMPACT ASSESMENT DOCUMENT) and IIIA (CONTENTS OF SUMMARY ENVIRONMENTAL IMPACT ASSESSMENT) of Gazette Notification, S.O. 1533 dated 14th September, 2006, on Environmental Clearance by MOEF by incorporating all relevant paragraphs pertaining to pre-seismic EIA.

13.0 TIME FRAME:

- 13.1 The bidder shall complete the work within 3 (Three) months' time in the Block i.e. NELP-IX: BLOCK AA-ONN-2010/2 after awarding of the contract (i.e. from the date of mobilisation till submission of the final report).
- 13.2 After mobilization, data collection and analysis, the Contractor shall submit the draft report of the EIA study at Duliajan for awarded block. The final report for the study of the Block, in bound volume has to be submitted to the Company within a period of 15 days from receiving the comments/views from the Company on the draft report. The detailed time frame for the execution of the Contract will be as follows:

Activity	Time frame
a) Mobilization, setting up of monitoring stations and commencement of work	Within 15 days of issuance of LOA
b) Data collection (Primary and Secondary) and Data analysis (air, water, soil, sediment, ecology etc.)	Within 45 days of issuance of LOA
c) Submission of the Draft EIA report (2 hard copies and one soft copy in CD/DVD) and Presentation on the EIA Draft Report at Duliajan for the Company's comments/ views.	Within 15 days after completion and analysis of data (b)
d) Submission of Final EIA Report (5 copies in bound volume and 3 (three) copies in CD/DVD) after incorporating the Company's views/comments at Duliajan.	Within 15 days from obtaining the Company's views/comments

14.0 EXPERIENCE /QUALIFICATION 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 along with their bid. Curriculum vitae of the personnel proposed to be deployed by the bidder must accompany the bid document. All personnel proposed to be deployed must be fluent in speaking English.
- c) The bidder shall specify the name of the key person, the EIA co-ordinator, 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.

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

15.0 GENERAL TERMS AND CONDITIONS:

- a. All equipment's/instruments, laboratory ware, consumables, chemicals etc. required for EIA study are to be arranged by the bidder and all cost related to above are to be borne by the bidder.
- b. The requisite manpower required for carrying out EIA study is to be deployed by the bidder at his own cost.
- c. Power supply along with necessary interconnecting cables, extension boards etc., if required, for EIA study shall be arranged by the bidder at his 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. Bidders are expected to and must comply with safety standards as practiced for EIA studies in sound international petroleum operations.
- g. The bidder shall fill up the Proforma-I (Proforma Attached herewith) as statement of Compliances and submit the same along with the quotation.

16.0 SPECIAL TERMS AND CONDITIONS:

The following special terms and conditions shall be binding to the bidder:

- I. In addition to the Indian laws and regulations specified under General Conditions of the Contract and any other Indian laws applicable to Environmental Impact Assessment study shall be binding to the bidder.
- II. The arrangement of necessary permits from the concerned authorities to carry out the EIA study will be the sole responsibility of the bidder.
- III. The bidder shall arrange accommodation, food, transportation for its people to be deployed at site for carrying out the job at his own cost. OIL will not be responsible for it.
- IV. 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.
- V. 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.

- VI. 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.
- VII. The bidder shall submit the documents of compliance of minimum wages act every month, in case of deployment of contractual labourer.
- VIII. 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.

END OF SECTION-II (PART-3)

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PART - 4

PROFORMA-A

PRICE BID FORMAT

ENVIRONMENTAL IMPACT ASSESSMENT (EIA) STUDIES FOR NELP-IX BLOCK: AA-ONN-2010/2 IN KARBI ANGLONG DISTRICT OF ASSAM PRIOR TO 3D SEISMIC SURVEY

Bidders are requested to quote rates in Indian Rupees strictly as per table below. The Priced Bid (Commercial) shall be evaluated on the basis of rates quoted herein and will be compared on the total evaluated value including applicable taxes & duties, except Service Tax.

Sl. No.	Activities (As per Scope of Work)	Lump sum Charges considering all activities (INR)
1	Mobilization, setting up of monitoring stations and commencement of work.	“A”= Rs.....
2	Data collection (Primary and Secondary) and analysis (air, water, soil, sediment, ecology etc.)	
3	Submission of Draft EIA Report (2 hard copies and one soft copy) & Presentation on the EIA Draft Report at Duliajan, Assam for Company’s comments / views.	
4	Submission of Final Report with executive Summary of the EIA study of the block after incorporating the Company’s views/comments at Duliajan (5 (Five) Hard copies in bound volume along with 5 nos. soft copies on CD/DVD).	
TOTAL CONTRACT VALUE: (Inclusive of all applicable Taxes & Duties, except the Service Tax which will be extra to OIL’s account)		

GENERAL NOTES:

- (i) The cost/rate/price as quoted above is inclusive of all leviable taxes & duties to perform the scope of work defined in this tender, except the Service Tax which will be paid extra by Company as applicable to the Contractor. However, payment of Service Tax to the appropriate authority at applicable rate shall be the responsibility of the Contractor.
- (ii) The Contractor shall bear all expenditure related to job execution including the cost of travelling to the site, boarding & lodging of their crew/personnel etc. in connection with the study.

Signature of the bidder
(Authorised Signatory)

&&&&&&&&

PROFORMA-B

STATEMENT OF COMPLIANCE
(Only exceptions/deviations to be rendered)

SECTION NO. (PAGE NO.)	CLAUSE NO. SUB-CLAUSE NO.	COMPLIANCE/ NON COMPLIANCE	REMARKS

Signature of the bidder
(Authorised Signatory)

NOTE: The Company expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/ deviations to the terms and conditions of the bid document, the same should be highlighted as per format provided above and to be submitted as part of their Technical Bid. If the Proforma is left blank, then it would be presumed that the bidder has not taken any exception/ deviation to the terms and conditions of the bid document.

&&&&&&&&&

PROFORMA - C

To:
HEAD - NEF,
Oil India Limited,
Duliajan-786026
Assam, India

Sub: Tender No. : D206811P16

Gentlemen,

Having examined the General 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 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 **fifteen days** and shall complete the assignment within **three (3) months**, calculated from the date of commencement.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding **7.5%** of total evaluated value for one year duration 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

(In the capacity of)

Name of the Bidder:.....

ⓈⓈⓈⓈⓈⓈⓈⓈⓈⓈⓈ

FORM OF BID SECURITY (BANK GUARANTEE)

To:
HEAD-NEF
Oil India Limited,
Duliajan-786602
Assam, India

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their 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. D206811P16. 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 / modifies their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
 - (a) Fails or refuses to accept the LOA issued by the Company within the validity of the bid
 - (b) Fails or refuses to execute the form of Contract in accordance with the Instructions to Bidders; or
 - (c) 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 its 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 _____
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.

&&&&&&&&

FORM OF PERFORMANCE BANK GUARANTEE

To
HEAD-NEF,
Oil India Limited,
Duliajan-786602
Assam, India

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 an irrevocable and unconditional Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we (name and address of the bank)_____ (hereinafter called "the Bank") we have agreed to give the Contractor such irrevocable and unconditional 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 also agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by the OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the Bank.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder 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 3 months after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Date

Place _____

&&&&&&&&&
END OF PART-4