

**OIL INDIA LIMITED**  
**(A Government of India Enterprise)**  
**CONTRACTS DEPARTMENT**  
**P.O. DULIAJAN – 786602, ASSAM**

OIL INDIA LIMITED (OIL) invites sealed bids from eligible Bidders/ Firms for the following services under single stage composite bid

IFB No. / Bid Document Cost	Service Requirements	Issue of Bid Document / Bid Security / Bid Closing / Opening Date & Time
DCO4597P15 ₹ 500.00	PRE DRILL EIA (ENVIRONMENT IMPACT ASSESSMENT)STUDY AND EMP (ENVIRONMENT MANAGEMENT PLAN)FOR NELP VIII Block AA-ONN- 2009/4 IN JORHAT DISTRICT OF ASSAM	20.08.2014 to 22.09.2014 (upto 15:30 Hrs) / ₹ 7,500.00 / 23.09.2014 (12:45 Hrs / 13:00 Hrs)

Bid Documents (non-transferable) can be obtained from the office of Head (Contracts), Oil India Limited, P.O. Duliajan, Assam-786602 during office working hours only on application alongwith Bid Document Cost (non-refundable) through a Crossed Demand Draft / Banker's cheque in favour of 'Oil India Limited' payable at Duliajan drawn on any Schedule Bank. The details of IFB are available at Website [www.oil-india.com](http://www.oil-india.com).

**PSU's and SSI units registered with NSIC claiming exemption from payment of tender fee should submit their request with all credentials at least 7 days in advance to get access for participation in the tender.**

OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
Contracts Department,  
Duliajan, DISTRICT: DIBRUGARH  
ASSAM, PIN: 786602

M/s.  
India

TENDER NOTICE NO.: DCO4597P15/NN

Date: 13.08.2014

OIL INDIA LIMITED invites SEALED TENDERS from experienced and approved Contractors/Firms for the under mentioned work:

DESCRIPTION OF WORK/ SERVICE.	LOCATION	CONTRACT PERIOD	i) Bid Closing/ Opening date ii) Earnest money deposit
PRE DRILL EIA (ENVIRONMENT IMPACT ASSESSMENT) STUDY AND EMP (ENVIRONMENT MANAGEMENT PLAN) FOR NELP VIII Block AA-ONN-2009/4 IN JORHAT DISTRICT OF ASSAM	Jorhat District, Assam, India.	6 (six) months from the date of issue of LOA. The successful bidder must complete the entire job within six months from Letter of Award.	23.09.2014 7,500.00 (RUPEES SEVEN THOUSAND FIVE HUNDRED ONLY)

- a) Earnest money deposited/Not deposited vide D.Draft/B.Cheque/Money Receipt  
No. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_
- b) Security Deposit will be Non-interest bearing 2.1/2% of the total contract price.
- c) Conditional/Non Conditional offer as per letter attached.

2.0 SEALED ENVELOPES Containing the Tender shall be marked with the above Tender Number and description of work and addressed to the

HEAD-CONTRACTS  
OIL INDIA LIMITED  
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Contracts Department,  
Duliajan, DISTRICT: DIBRUGARH  
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All tenderers shall deposit the requisite EARNEST MONEY alongwith the Tender in the form of Demand Draft/Banker's Cheque/Bank Gurantee in favour of M/s Oil India Limited and payable at DULIAJAN. This Earnest Money shall be refunded to all unsuccssful tenderers, but is liable to be forfeited in full or part, at Company's discretion , as per Clause No. 6 below. Tenders received without Earnest Money in the manner specified above will be summarily rejected.

The bids are to be submitted in duplicate. (One in original and one photocopy of the original).

3.0 Tenders will be received upto 12:45 PM (IST) on the date as mentioned above and opened on the same day at 01:00 PM (IST) at HEAD-CONTRACTS's office before any attending tenderers. Tender box is placed at the office of Head(Contracts). However, if the above mentioned closing / opening day of the tender happens to be non-working day due to Bundh / Strike or any other reason, the tenders will be received and opened on the following working day at the same time except on Saturdays.

4.0 The rates shall be quoted per unit as specified in the Schedule of Work (Part II) and shall be in words as well as in figures. No overwriting shall be allowed, but all corrections may be inserted in the blank space above the corrected word / figure and must be initialed. In case of discrepancy the unit rate quoted in words shall be considered to be correct.

5.0 The Company reserves the right to reject any or all the tenders or accept any tender in full or in part, without assigning any reason.

6.0 (a) No Tenderer must withdraw the tender after its public opening. Any such withdrawal will make the tenderer liable of forfeit his/her/their Earnest Money in full and debarred from further tendering at the sole discretion of the company and the period of debarment will not be less than 6 (six) months.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

7.0 The tender must be valid for 180 ( One hundred & eighty) days from the date of opening of the tender.

8.0 Conditional tenders are liable to be rejected at the discretion of the Company.

9.0 Tenders can be dropped at the box placed at the office of Contract Department or can be sent by registered post addressed to

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so as to reach his office before scheduled closing date and time. Company will not be responsible for any postal delay or non-receipt of the same.

10.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.

11.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name tender documents have been purchased/issued along with one or more of the following documentary evidences(which are applicable to the bidder) in support of the same.

01. In case of Sole Proprietorship Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.

02. In case of HUF-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.

03. In case of Partnership Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.

04. In case of Co-Operative Societies-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.

05. In case of Societies registered under the Societies Registration Act -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.

06. In case of Joint Stock Companies registered under the Indian Companies Act -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central

Excise Registration Certificate.

07. In case of Trusts registered under the Indian Trust Act - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies Service Tax and Central Excise Registration Certificate.

12.0 The selected tenderer will be required to enter into a formal contract, which will be based on their tender i.e O.I.L's Standard Form of Contract.

13.0 The successful tenderer shall furnish a Security Deposit in the form of Demand Draft / Banker's Cheque / Cash as specified above before signing the formal contract. The Security Deposit will be refunded to the Contractor after satisfactory completion of the work, 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 for any reason. This Security Money shall not earn any interest.

14.0 The amount of retention money shall be released after 6 (six) months from the date of completion certificate from the concerned department.

15.0 The work shall have to be started within seven days from the date of work order.

16.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.

17.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

#### 18.0 DISCOUNTS / REBATES.

1.1 Unconditional Discounts/ Rebates if any given in the bid or along with bid will be considered for evaluation.

1.2 Post bid or conditional discounts / rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract and if they have offered any discount/rebate, the contract shall be awarded after taking into consideration such discount / rebate. These provisions shall be incorporated suitably in the Bid Document

#### 19.0 BACKING OUT BY BIDDER

In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

#### 20.0 BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA

In case LOA issued 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 the Bid Document, the Bid Security shall be forfeited and the bidder shall be debarred for 2(two) years from the date of default.

#### 21.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

For HEAD-CONTRACTS

OIL INDIA LIMITED  
 (A Govt. of India Enterprise)  
 Contracts Department,  
 Duliajan, DISTRICT: DIBRUGARH  
 ASSAM, PIN: 786602

# WORKS CONTRACT

DCO4597P15/NN

## DESCRIPTION OF WORK/SERVICE :-

PRE DRILL EIA (ENVIRONMENT  
 IMPACT ASSESMENT)STUDY AND EMP (ENVIRONMENT MANAGEMENT PLAN)FOR NELP VIII Block  
 AA-ONN-2009/4 IN JORHAT DISTRICT OF ASSAM

## GENERAL CONDITIONS OF CONTRACT(GCC)

MEMORANDUM OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ Between OIL INDIA LIMITED a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the District of Dibrugarh, Assam ( hereinafter called Company ) of the one part and Shri/Smti \_\_\_\_\_ and Shri/Smti \_\_\_\_\_ carrying on business as partners /proprietor under the firm name and style of M/s. \_\_\_\_\_ with the main Office at \_\_\_\_\_ in the District of \_\_\_\_\_ aforesaid ( hereinafter called 'Contractor') on the other part.

## WITNESSETH :

1. a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract at \_\_\_\_\_ .

b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.

c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

2. The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

3. The Company's Engineer shall have power to:

a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not upto the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.

d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed. The rates to be applied for such Deviation Order shall be the same for those appearing in Company's Schedule of Rate in force on the date of issue of such Deviation Order, to which the contractor has no objection.

4. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.

5. The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract upto the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

6. The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts :-

- i) The Mines Act.
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The Payment of wages Act, 1963.
- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- vii) Employees Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) AGST Act.
- xi) Service Tax Act.

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

7. The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.

8. The duration of the contract shall be 26 weeks from the commencement date mentioned in the work order. The contractor must complete the work within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c ) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty

at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

The Chief Engineer's certificate as to the criticality or otherwise of an item shall be final.

The payment of liquidated damages/penalty may be reduced or waived at the sole discretion of the Company whose decision in this regard will be final.

In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and / or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

9. In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots , or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's works or and its neighbourhood.

10. The tendered all-inclusive Price (i.e. the Contract price) except Service Tax is Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_

\_\_\_\_\_ only.) but the Company shall pay the Contractor only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

On account payment may be made, not oftener than monthly, upto the amount of 92.5% of the value of work done. Final payment will be made only after satisfactory completion of the work . Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

11. The contractor employing 20 (twenty ) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition ) Act.

12. Wages shall be paid by the Contractor to the workmen directly without any intervention of any Jamadars or Thekaders and that the Contractor shall ensure that no amount by way of commission or otherwise be deducted/ recovered by the Jamadar from the wages of the workmen.

13. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalised.

14. The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.

15. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.

16. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities but excluding Service Tax. **Service Tax if applicable shall be, to the Company's account. However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.**

17. The Contractor shall deploy local persons in all works.

18. The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.

19. The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act. (latest editions).

20. Special Conditions

a) The amount of retention money shall be released after 6(six) months from the date of issue of completion certificate from concerned department.

b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.

c) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

## 21. ARBITRATION :

Any dispute under this contract will be settled through Arbitration as per Indian Arbitration and Conciliation Act, 1996.

Place of Arbitration : DULIAJAN .

## 22. FORCE MAJEURE :

Force Majeure (exemption) Clause of the International Chamber of Commerce (ICC Publication No. 421) is hereby incorporated in this contract.

## 23. I.B. VERIFICATION REPORT AND SECURITY REVIEW :

Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

24. In case of any doubt or dispute as to the interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the contractor.

## 25. SET OFF CLAUSE :-

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

## 26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

## 27.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION AND/ OR COMPLETION OF WORKS AND SERVICES

27.1 In normal case of works /service contracts, liquidated damages will be applicable @ 0.5% of the contract value per week or part thereof, for delay in contract mobilization /completion date subject to a maximum ceiling of 7.5% of contract value .



IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above :-

SIGNED & DELIVERED FOR AND  
ON BEHALF OF

-----  
(Signature of Contractor or  
his legal Attorney)

-----

----- by the hand

-----  
(Full Name of Signatory)

of -----  
its Partner/Legal Attorney

-----  
(Seal of Contractor's Firm)

And in presence of

-----  
(Signature of witness)

-----

Date : \_\_\_\_\_

-----  
(Full Name of Signatory)

Address:

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(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON  
BEHALF OF OIL INDIA LIMITED

Designation \_\_\_\_\_

Date\_\_\_\_\_

OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
Contracts Department,  
Duliajan, DISTRICT: DIBRUGARH  
ASSAM, PIN: 786602

**WORKS CONTRACT**

Tender No. DCO4597P15/NN

SOQ - Schedule of Work, Unit, Quantities, Rates and Prices.

Service Line No.	Description of Work	Unit in Words	Quantity	Rate per Unit (Figures & Words)	Amount
10	Mobilization of work force including selection and finalization of monitoring stations in consultation with the Project proponent within 30 days of the receipt of the Work Order.	Activity unit	1.000		
20	Complete all data collection within 03 months from the end of mobilization and setting up stations period.	Activity unit	1.000		
30	Submission of Draft EIA Report {Five Hard Copies and Five Soft Copies (CD)} within 30 days of completion of data collection.	Activity unit	1.000		
40	Submission of Final EIA Report {15 Hard Copies and 15 Soft Copies (CD)} within 15 days of the receipt of comments from the Project proponent.	Activity unit	1.000		
50	Acceptance of the Final Report by OIL	Activity unit	1.000		

Total Amount(Rs):

Note :- Bidder must include all liabilities including statutory liabilities in their quoted rates but excluding Service Tax. **Service Tax if applicable shall be, to the Company's account. However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.**

OIL INDIA LIMITED  
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## WORKS CONTRACT

### Special Conditions of Contract(SCC)

Tender No.: DCO4597P15/NN

#### Scope of work:

#### I. Terms of Reference and Technical Specifications

##### INTRODUCTION

(a) OIL INDIA LIMITED, an integrated National Oil Company, has been carrying out oil exploration and development activities since early fifties and also engaged in production and transportation of Crude Oil & Natural Gas. As part of its exploration activity OIL now intends to carry out on land drilling for exploration of hydrocarbons in the NELP VIII Block AA-ONN-2009/4 (Area 84 sq km approx), in Jorhat district in Assam, during 2014-2015.

As required under the Rules and Regulations of the Ministry of Environment and Forests, Government of India, OIL has proposed to undertake an Environmental Impact Assessment study with respect to the impact zone in the above mentioned OIL Operational Area in Jorhat district in Assam.

##### DESCRIPTION OF BLOCK :

The exploration block AA-ONN-2009/4 located in Jorhat district, Assam has been awarded for exploration by the Govt. of India to a consortium comprising of OIL and ONGC during eighth round of bidding under the New Exploration Licensing Policy (NELP). The AA-ONN-2009/4 Block covers an area of 84 sq. km and is located in Jorhat district of Assam. The Block is located south of the Brahmaputra River and the coordinates of the Block are given below:

##### COORDINATES OF THE BLOCK AA-ONN-2009/4

Block name	Point	Latitude	Longitude
AA-ONN-2009/4	A	26° 49' 00"	94° 15' 00"
	B	26° 49' 00"	94° 20' 30"
	C	26° 44' 00"	94° 20' 30"
	D	26° 44' 00"	94° 15' 00"
	A	26° 49' 00"	94° 15' 00"

The National Highway 37 (NH-37) is the major road traversing the northern part of the Block and connecting the district headquarters, Jorhat, with other major cities of Assam viz. Guwahati and Sibsagar, Tinsukia, Dibrugarh etc. A railway line of the North East Frontier Railway runs south of the Block connecting Mariani with Tinsukia on one side and Guwahati on the other. The district headquarter Jorhat is also connected with Guwahati by another line of the North East Frontier railway. Rowrah is the nearest Airport located about 6 kilometers from the Block.

The key physical features of the Block consist of:

# The northern boundary of the Block lying north of NH-37 extends upto the flood plains of Brahmaputra River. The southern boundary of the Block is located 8 km away the Nagaland-Assam state boundary.

# The main rivers within the Block are Bhogdoi, Meleng and Dihajan. The rivers flow north- north east toward the Brahmaputra River.

# The Block primarily comprises of rural areas with settlements, homestead plantations and agricultural lands of villages.

# A number of tea gardens (TG) are present within the Block and are clustered at the south western and north eastern portion of the Block.

# A small portion of unclassed forest (area about 1 sq. km) is present at the south central portion of the Block near Meleng Tea Garden. The boundary of the Hollongapar Gibbon Wildlife Sanctuary is located about 2.3 km from the southern boundary of the Block towards the south east of the Block.

### **OBJECTIVES OF THE EIA STUDY**

The main objectives of the EIA study will be as follows:

- a. To assess the existing status of land, air noise, water and natural (biological-ecological) environment and socioeconomic component of environment including parameters of human interest at the project site (Baseline survey).
- b. To evaluate significant qualitative and quantitative impact of the proposed project on the major environmental components.
- c. To prepare an Environmental Impact Statement based on predictions, identification and evaluation of the impacts of the proposed project.
- d. To prepare an Environmental Management Plan (EMP) outlining preventive and control strategies for minimizing adverse impact on environment due to the proposed project including formulation of an Environmental Monitoring Plan during construction and operation phase of the project.

### **Terms of Reference (TOR)**

The following Terms of Reference (TOR) as prescribed by Expert Appraisal Committee(Industry) of MoE&F shall be considered for the preparation of EIA/EMP report for the exploratory drilling and Testing of Hydrocarbons (Onshore 7 wells) in Block AA-ONN-2009/4, in Jorhat district of Assam, in addition to all the relevant information as per the 'General Structure of EIA' given in Appendix III and IIIA in the EIA notification, 2006. The EIA/EMP as per TORs shall have to be submitted to the Chairman, Assam Pollution Control Board (APCB) for public consultation. The APCB shall conduct the public hearing / public consultation as per provisions of EIA notification, 2006. Issues raised in Public Hearing and commitments made by the Project Proponent on same, will be included separately in the EIA-EMP report in the form of tabular chart with financial budget and schedule of implementation.

1. Executive summary of a project.
2. Project description, project objectives and project benefits.
3. Site details within 1 km of the each proposed well, any habitation, any other installation/activity, flora and fauna, approachability to site, other activities including agriculture/land, satellite imagery for 10 km area. All the geological details shall be mentioned in the Topo sheet of 1,50,000 scale, superimposing the well locations and other structures of the projects.
4. Details of forest land involved in the proposed project. A copy of forest clearance letter, if applicable.
5. Distance from nearby critically/severely polluted area as per Notification, if applicable. Status of moratorium imposed on the area.

6. Does proposal involves rehabilitation and resettlement? If yes, details thereof.
7. Details of project cost.
8. Environmental considerations in the selection of the drilling locations for which environmental clearance is being sought. Present any analysis suggested for minimizing the foot print giving details of drilling and development options considered.
9. Baseline data collection for air, water and soil for one season leaving the monsoon season in an area of 10 km radius with centre of Oil Field as its centre covering the area of all proposed drilling wells.
10. Topography of the project site.
11. Action plan for ambient air quality parameters as per NAAQES Standard for PM10, PM2.5, SO2 and NOx and Benzene, etc as per GSR 826(E) dated 16th November, 2009.
12. Details of Ambient Air Quality monitoring at 8 locations for PM10, SO2, NOx, VOCs, Methane and non-methane HC.
13. Soil sample analysis (physical and chemical properties) at the areas located at 5 locations.
14. Ground and surface water quality in the vicinity of the proposed wells site.
15. Climatology and Meteorology including wind speed, wind direction, temperature rainfall relative humidity etc.
16. Measurement of Noise levels within 1 km radius of the proposed wells.
17. Vegetation and land use; flora/fauna in the study area with details of endangered species, if any.
18. Incremental GLC as a result of DG set operation.
19. Potential environmental impact envisages during various stages of project activities such as site activation, development, operation/maintenance and decommissioning.
20. Actual source of water and 'Permission' for the drawl of water from the Competent Authority. Detailed water balance, wastewater generation and discharge.
21. Noise abatement measures and measures to minimize disturbance due to light and visual intrusions in case coastally located.
22. Treatment and disposal of waste water.
23. Treatment and disposal of solid waste generation.
24. Disposal of spent oil and lube.
25. Storage of chemicals and diesel at site.
26. Commitment of the use of WBM only.
27. Mud make up and mud and cutting disposal - all options considered shall be listed with selective option.
28. Hazardous material usage, storage accounting and disposal.

29. Disposal of packaging waste from site.
30. Oil spill emergency plans in respect of recovery/reclamation.
31. H<sub>2</sub>S emissions control.
32. Produced oil handling and storage.
33. Details of scheme for oil collection system along with process flow diagram and its capacity.
34. Details of control of air, water and noise pollution in oil collection system.
35. Disposal of produced/formation water.
36. Whether any burn pits being utilized for well test operations.
37. Restoration and decommissioning plans which shall include mud pits and wastage restoration also and documentation and monitoring of site recovery.
38. Measures to protect ground water and shallow aquifers from contamination.
39. Risk assessment and disaster management plan for independent reviews of well designed construction etc. for prevention of blow out.
40. Environmental management plan.
41. Documentary proof of membership of common disposal facilities, if any.
42. Details of environmental and safety related documentation within the company including documentation and proposed occupation health and safety Surveillance Safety Programme for all personnel at site. This shall also include monitoring programme for the environmental.
43. Total capital and recurring cost for environmental control measures.
44. A copy of Corporate Environment Policy of the company as per the Ministry's O.M. No. 1-11013/41/2006-1A.ii(i) dated 26th April, 2011 available on the Ministry's website.
45. Any litigation pending against the project and or any direction/order passed by any court of law against the project. If so details thereof.
46. A tabular chart with index for point-wise compliance of above TORs.
47. Expansion/modernization proposals :
  - i) Copy of all the Environmental Clearance(s) including Amendments thereto obtained for the project from MOEF/SEIAA shall be attached as a Annexure. A certified copy of the latest Monitoring Report of the Regional Office of the Ministry of Environment and Forests as per circular dated 30th May, 2012 on the status of compliance of conditions stipulated in all the existing environmental clearances including Amendments should be provided. In addition, status of compliance of Consent to Operate for the ongoing existing operation of the project from SPCB shall be attached with the EIA-EMP report.
  - ii) In case the existing project has not obtained environmental clearance, reasons for not taking EC under the provisions of the EIA Notification 1994 and/or EIA Notification 2006 shall be provided. Copies of Consent to Establish/No Objection Certificate and Consent to Operate (in case of units operating prior to EIA Notification 2006, CTE and CTO of FY 2005-2006) obtained from the SPCB shall be submitted. Further, compliance report to

the conditions of consent from the SPCB shall be submitted.

48. CRZ clearance/recommendation from State Coastal Zone Management Authority, if applicable.

49. Approval of the State Forest Department regarding the impact of the proposed project on the surrounding National Park/Wild life Sanctuary/Reserve Forest/Eco sensitive area, if any. Approval obtained from the State/Central Government under Forest (Conservation Act, 1980 for the forestland shall be submitted.

50. The TORs prescribed shall be valid for a period of two years for submission of the EIA-EMP reports along with Public Hearing Proceedings (wherever stipulated).

**The following general points shall be noted:**

- (i) All documents shall be properly indexed, page numbered.
- (ii) Period/date of data collection shall be clearly indicated.
- (iii) Authenticated English translation of all material provided in Regional languages.
- (iv) The letter/application for EC shall quote the MOEF file No. and also attach a copy of the letter.
- (v) A copy of the letter received from the Ministry shall be also attached as an annexure to the final EIA-EMP Report.
- (vi) The final EIA-EMP report submitted to the Ministry must incorporate the issues in this letter. The index of the final EIA-EMP report must indicate the specific chapter and page no. of the EIA-EMP Report where the above issues have been incorporated.
- (vii) While preparing the EIA report, the instructions for the proponents and instructions for the consultants issued by MoEF vide O.M. No. J-11013/41/2006-IA.II (I) dated 4th August, 2009, which are available on the website of this Ministry shall also be followed.
- (viii) The consultants involved in the preparation of EIA/EMP report after accreditation with Quality Council of India (QCI)/National Accreditation Board of Education and Training (NABET)) would need to include a certificate in this regard in the EIA/EMP reports prepared by them and data provided by other organization/Laboratories including their status of approvals etc. In this regard, circular no. J-11013/77/2004 -IA II (I) dated 2nd December, 2009 and 30th September, 2011 on the Ministry's website <http://www.moef.nic.in> may be referred.
- (ix) Status of approval of Accreditation with Quality Council of India / National Accreditation Board of Education and Training (QCI/NABET) as per circular no.J-11013/77/2004-IA II(I) dated 30th September,2010 available on the Ministry's website <http://www.moef.nic.in>.
- (x) 'Certificate of Accreditation' issued by the QCI to the environmental consultant shall be included.

**Note:**

1. For EIA study only one season data other than monsoon are to be used.
2. For EIA, seasonal flood survey does not come under the same. However measures to mitigate high flood problems will form a part of the Environment Management Plan (EMP) in the EIA study for the project site.

**II. The EIA Project:**

The successful bidder will carry out the EIA/EMP study in accordance with the above broad Scope/TOR and will meet all the requirements under the relevant guidelines of the Ministry of Environment & Forests, Government of India and the Central Pollution Control Board.

**Execution of Contract :**

The contract will be executed with the following time schedule for the activities

1. Mobilization of work force including selection and finalization of monitoring stations in consultation with the Project proponent:

Within 30 days of the receipt of the Work Order

2. Duration of data collection and field work:  
3 (three) months

3. Submission of Draft EIA Report {Five Hard Copies and Five Soft Copies (CD)}:

Within 30 days of completion of data collection.

4. Submission of Final EIA Report {15 Hard Copies and 15 Soft Copies (CD)}:

Within 15 days of the receipt of comments from the Project proponent.

5. COMMENCEMENT DATE: The commencement date is the date when mobilization is completed as defined in Clause No. 1. above.

6. DURATION OF THE CONTRACT: The normal period of contract is 6(six) months unless extended at the same rate, terms and conditions of contract.

7. AREA OF OPERATION: Exploratory Land Drilling and Testing of Hydrocarbons (Onshore 7 wells) in NELP Block AA-ONN-2009/4, in Jorhat district of Assam ( Area 84 sq km approx).

### **8. OTHER TERMS AND CONDITIONS:**

a) All equipment required for monitoring will be supplied and maintained by successful bidder along with all chemicals and consumables for field and lab analysis.

b) Power connection at the sites for monitoring equipment, if needed will be arranged by the successful bidder. During base line survey the Project Proponent/Company is not liable at all to supply power connection to the bidder's monitoring equipment, security, transportation, accommodation or acquire necessary permission for the successful bidder. However, the Project Proponent/Company will be in position to provide power connection, security and accommodation for one person when a monitoring station is set up at the drill site after the commencement of drilling operation.

c) All expenses in transportation of equipment and personnel including accommodation and food will be borne by the successful bidder.

### **9.0 TERMS OF PAYMENT:**

The amount will be payable under the following conditions.

EIA (One season)

1. After Mobilization and setting up of monitoring stations	20%
2. After completion of collection of all primary and secondary data for EIA	20%
3. After submission of Draft EIA/EMP Report	20%
4. After submission of Final EIA/EMP report	20%
5. After acceptance of the Report by the Project Proponent/Company	20%

### **Note:**

i) The successful bidder of the EIA Project will not be responsible for various charges/fees to be paid to Pollution



Control Board for NOC, etc and expenses to be incurred in Public Hearing. However, the successful bidder will extend full cooperation during the organising of Public Hearing and with all the presentations wherever necessary {MoEF, Public Hearing etc. (Irrespective of Contract Period)} and will send representatives for the same at their own cost, if necessary.

ii) The successful bidder shall include the translated version (to the local languages) of the EXECUTIVE SUMMARY of the report in all CDs.

## 1.0 **BID REJECTION CRITERIA (BRC):**

1.1 The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BRC must be submitted along with the Techno-Commercial Bid.

1.2.1 The bidder shall have experience of completing "similar nature" of job(s) of following magnitude during the last 7 years ending last day of month previous to the one in which applications are invited in PSUs/ Central Govt./ State Govt./ State Govt. Enterprises/ Upstream Oil Companies:

- i) One single contract of minimum value of **Rs. 12,00,000** (Rupees Twelve lakhs only)  
OR
- ii) Two single contracts of minimum value of **Rs. 7,50,000** (Rupees Seven lakhs fifty thousand only) each .  
OR
- iii) Three single contracts of minimum value of **Rs. 6,00,000** ( Rupees Six lakhs Only) each.

**Note:** "Similar Nature" job(s) Mentioned in para 1.2.1 means :-

Pre-Drilling Environmental Impact Assessment (EIA) study and Environment Management Plan (EMP) for obtaining environmental clearance (EC) from Ministry of Environment & Forest (MoE&F), Govt. of India to carry out exploratory drilling and testing of hydrocarbons.

1.2.2 The bidder should have an average annual turnover during the last three years ending 31.03.2013 at least of **Rs.4,50,000.00** (Rupees four lakhs fifty thousand only).

1.2.3 Bid will be rejected if not accompanied with adequate documentary proof (Refer **Note-1** below) in support of experience and Annual turnover as mentioned in Para 1.2.1 and 1.2.2

### **Note-1**

**A)** For proof of Annual turnover, the following documents/ photocopy (self-attested / attested) must be submitted along with the bid:

- i) Certificate from a Chartered/Cost Accountant with membership No and Firm Registration No certifying annual turnover for last 3 (three) years.  
OR
- ii) Audited copy of Profit and Loss account for last 3 year.

**B)** For proof of requisite Experience, the following **any one** of the following documents/ photocopy (self-attested

/ attested) must be submitted along with the bid:

**i)** In case of OIL Contract, copy of "Certificate of Completion" (COC)/ "Service Entry Sheet" (SES) of contracts successfully completed during the last seven years, showing gross value of job done. It may be clearly noted that simply mentioning of OIL CCO Number will not be accepted.

**ii)** In case Contract is not a OIL's Contract, Completion Certificate issued by competent authority of any other Public Sector Undertaking/ Govt. Department (for contracts successfully completed during the last seven years ending bid closing date), showing:

- a)** Gross value of contract job done; and
- b)** Nature of contract job done with Complete Schedule of Works; and
- c)** Time period covering the financial year(s) as per the NIT.

**1.2.4** Bid documents purchased from OIL only will be considered as valid. Documents directly downloaded from WEBSITE or any other source will be summarily rejected. Bidder to submit the purchased bid document from OIL duly signed with seal, while submission of offers with credentials.

### **1.3 TECHNICAL:**

**1.3.1** Bidder must enclose the "Certificate of Accreditation" issued by the QCI/NABET to the environmental consultancy services along with the bid documents.

**1.3.2** The bidders involved in the preparation of EIA/EMP report after accreditation with Quality Council of India (QCI)/National Accreditation Board of Education and Training (NABET) would need to provide the status of approvals etc. for other organization/Laboratories who will provide the data. In this regard, circular no. J-11013/77/2004 -IA II (I) dated 2nd December, 2009 and 30th September, 2011 on the Ministry's website <http://www.moef.nic.in> may be referred.

**1.3.3** Bidders shall have minimum 3 years experience in the field of EIA/EMP study and other related issues without which, the bid shall be rejected.

**1.3.4** Bidder shall have experience of carrying out minimum of 2 similar EIA/EMP projects in oil or gasfields/ onshore drilling sites

**1.3.5** Bidder shall submit supporting documents like work orders/certificates from their earlier operators in support of their claim, along with the bid.

**1.3.6** Bidders shall submit names of their core team members with Designation/Qualification/Area of expertise etc. without which bid will be incomplete and rejected.

**1.3.7** Bids shall be rejected in case of any deviation from the scope of work of NIT.

**1.3.8** The bidders shall submit a complete bid with all services as per NIT. Incomplete bid shall be rejected.

### **1.4 COMMERCIAL:**

**1.4.1** Bidders shall have to categorically quote the rates for their offer and confirm that the rates shall remain firm during the contract period and not subject to variation on any account.

**1.4.2** The bidder shall furnish Bid Security for the amount as indicated along with Bid. Any bid not accompanied by a proper bid security will be rejected.

**1.4.3** Any bid received in the form of Telex/Cable/Fax/E-mail/ Telephone call will not be accepted.

**1.4.4** The bid shall be typed or written in indelible ink and the original bid shall be signed by the Bidder or their

authorized representative on all pages failing which the bid will be rejected.

**1.4.5** The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by Bidder, in which case such corrections must be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

**1.4.6** Any bid containing false statement(s) will be rejected and action will be taken as per terms & conditions of the tender documents.

**1.4.7** Bidders must quote clearly and strictly in accordance with the price schedule of Bidding Documents; otherwise, the bid will be rejected.

**1.4.8** The Bid Documents are not transferable. Bids submitted by parties who have not been issued the Bid Documents from the Company will be rejected.

**1.4.9** Any bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.

**1.4.10** Bids containing preconditions, if any, will be summarily rejected and no correspondence for any deviation/correction in this regard will be entertained thereafter.

**1.4.11** The following Clauses with all its sub-clauses should be agreed in toto, failing which the bid will be rejected.

- Performance Security Clause
- Tax liabilities Clause
- Insurance Clause
- Force Majeure Clause
- Termination Clause
- Liquidated damages Clause
- Penalty clause

## **1.5 GENERAL:**

**1.5.1** In case bidder takes exception to any clause of Bidding Document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/ modify the deviation when/as advised by the Company. The loading so done by the Company will be final and binding on the Bidders. No deviation will however, be accepted in the clauses covered under BRC.

**1.5.2** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses must be received on or before the stipulated date from the date of clarification sought by the Company, failing which the bid will be summarily rejected.

**1.5.3** In case, any of the clauses in the BRC contradict with other clauses of Bidding Document elsewhere, then the clauses in the BRC shall prevail.

**1.5.4** Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation. Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

**1.5.5** OIL will not be responsible for delay, loss or non-receipt of applications (for bidding documents) sent by mail and will entertain any correspondence in this regard.

## **2.0 BID EVALUATION CRITERIA:**

**2.1** The bids conforming to the specifications, terms and conditions stipulated in the tender documents and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below.

**2.2** To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Comparison of offers will be done on total evaluated cost on the basis of rates quoted in the Price Bid Format.

**2.3** In case of identical lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same lowest price.

**2.4** Evaluation of Bidder's previous experience for similar works shall be the major criteria.

OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
Contracts Department,  
Duliajan, DISTRICT: DIBRUGARH  
ASSAM, PIN: 786602

**WORKS CONTRACT**

Schedule of company's Plants, Materials and Equipments

Tender No.: DCO4597P15/NN

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To  
 HEAD-CONTRACTS  
 Oil India Limited  
 DULIAJAN

SUB:SAFETY MEASURES  
Tender No : DCO4597P15/NN

Description of work/service :

PRE DRILL EIA (ENVIRONMENT  
 IMPACT ASSESMENT)STUDY AND EMP (ENVIRONMENT MANAGEMENT PLAN)FOR NELP VIII Block  
 AA-ONN-2009/4 IN JORHAT DISTRICT OF ASSAM

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following

- i) \_\_\_\_\_
- ii) \_\_\_\_\_
- iii) \_\_\_\_\_

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations,1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Yours Faithfully

Date\_\_\_\_\_

M/s\_\_\_\_\_

CONTRACTOR

FOR & ON BEHALF OF