DOCUMENT 8

GCC

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

WORKS CONTRACT

6104394/DCO

DESCRIPTION OF WORK/SERVICE :-

Ex-situ bio-remediation of 9180 cubic meter contaminated soil.

GENERAL CONDITIONS OF CONTRACT(GCC)

MEMORANDUM OF AGREEMENT made this 23rd day of July / 2010 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. ONGC TERI BIOTECH LTD with the main Office at New Delhi 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 downin 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 Officer/Representative 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 Officer/Representative 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 Officer/Representative may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

Banwari Lal, Ph D.
Chief Executive Officer
ONGC TERI Biotech Ltd
Darbari Seth Block, IHC Complex
Lodhi Road, New Delhi-110 003

Contractor

Company

c) Order the Contractor to remove or replace any workman who he (The Officer/Representative) considers incompetent or unsuitable; the Officer/Representative'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 aginst 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 Officer/Representative 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 Contractor must complete the work within 156 weeks of the written order to commence work. 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

Banwari Lal, Ph.D.
Chief Executive Officer
ONGC TERI Biotech Ltd
Darbari Seth Block, IHC Complex
Lodhi Road, New Delhi-110 003

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) is Rs. 38,091,174.73 (RUPEES THREE CRORE EIGHTY LAKH NINETY-ONE THOUSAND ONE HUNDRED SEVENTY-FOUR AND PAISE SEVENTY-THREE 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 Officer/Representative 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 inflamable 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.

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

Banwari Lal, Ph.D.
Chief Executive Officer
ONGC TERI Biotech Ltd
Urban Seth Block, IHC Complex
Lodhi Road, New Delhi-110 003

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 12% P.F. Contribution on wage component.

d) In case P.F. is not included in the contract cost and later on required to be deposited by the Contractor, the same will be reimbursed on production of documentary evidence of depositing the same to the authority concerned. 12% P.F. will be applicable on the wage component of the contract cost The following points are incorporated in the contract based on Contractor's declaration at the time of submission of offer against this contract.

(i) 12% P.F. is included / not included in the contract cost.
(ii) Wage component of the contract cost is _____%.

e) If there is any statutory increase in minimum labour wages over the existing rate of Rs. 0.00 per labour per day as applicable to this category of work during the currency of the contract, the increase will be borne by the Company. The mode of calculation for this payment for enhanced wages, if any, when the same arises will be decided by the Company. The Company's decision regarding this shall be final and binding on the Contractor.

21. SPECIAL INSTRUCTION

OIL has some identified WCLs who are entitled to receive a special rate of wages which is higher than the minimum wages per day. In case of engagement of such identified WCLs, the contractor has to make payment of these WCLs as per entitlement to be indicated by OIL. OIL shall reimburse the difference of payment made to these identified WCLs over the prevailing minimum labour wage rate subject to production of documentary evidence of engaging them.

22. ARBITRATION :

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

Place of Arbitration : DULIAJAN .

23. FORCE MAJEURE :

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

24. I.B. VERIFICATION REPORT AND SECURITY REVIEW :

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

25. 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.

26. 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

Contractor

Banwari Lal, Ph.D.
Chief Executive Officer
TERI Biotech Ltd
Darbari Seth Block, IHC Complex
Lodhi Road, New Delhi-110 003

Company

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)."

27.0 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.

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

28.1 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

---------- by the hand

of ----------
its Partner/Legal Attorney

And in presence of

Date : _____

(Signature of Contractor or his legal Attorney)

Banwari Lal, Ph.D.
Chief Executive Officer
ONGC TERI Biotech Ltd
Darbari Seth Block, IHC Complex
Lodhi Road, New Delhi-110 003

Dr Banwari Lal
(Full Name of Signatory)

Banwari Lal, Ph.D.
Chief Executive Officer
ONGC TERI Biotech Ltd
Darbari Seth Block, IHC Complex
Lodhi Road, New Delhi-110 003

(Seal of Contractor's Firm)

(Signature of witness)

Priyangshu M. Sarma. (Dr PM Sarma) OTBL, New Delhi

(Full Name of Signatory)

Address:

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON BEHALF OF OIL INDIA LIMITED

Date 29/07/10

Designation GM (Services) I/c

Banwari Lal, Ph.D.
Chief Executive Officer
ONGC TERI Biotech Ltd
Darbari Seth Block, IHC Complex
Lodhi Road, New Delhi-110 003

Banwari Lal, Ph.D.
Chief Executive Officer
ONGC TERI Biotech Ltd
Darbari Seth Block, IHC Complex
Lodhi Road, New Delhi-110 003

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

WORKS CONTRACT

Contract No. 6104394/DCO

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

Service Line No.	Description of Work	Unit in Words	Quantity	Rate per Unit (Figs & Words) (Rs.)	Amount (Rs.)
10	HDPL lined Bio -remediation pits: Preparation of 30m x30m secured HDPL lined Bio-remediation pits	Number	5.000	537,420.0000 (RUPEES FIVE LAKH THIRTY-SEVEN THOUSAND FOUR HUNDRED TWENTY ONLY)	2,687,100.00
20	Collection of oily sludge: Collection of oil mixed soil/ oily sludge including excavation from effluent pits/sites.	Cubic meter	9,180.000	540.4800 (RUPEES FIVE HUNDRED FORTY AND PAISE FOUR EIGHT ZERO ZERO ONLY)	4,961,606.40
30	Transportation of contaminated sludge: Taansportation of contaminated soil/ sludge to the secured pit upto 5 km distance.	Cubic meter	5,500.000	148.8900 (RUPEES ONE HUNDRED FORTY-EIGHT AND PAISE EIGHT NINE ZERO ZERO ONLY)	818,895.00
40	Transportation of contaminated sludge: Taansportation of contaminated soil/ sludge to the secured pit upto 10 km distance.	Cubic meter	3,680.000	248.8900 (RUPEES TWO HUNDRED FORTY-EIGHT AND PAISE EIGHT NINE ZERO ZERO ONLY)	915,915.20
50	Bio-remediation: Bio-remediation of oil contaminated soil.	Cubic meter	9,180.000	2,500.0000 (RUPEES TWO THOUSAND FIVE HUNDRED ONLY)	22,950,000.00
60	Refilling: Refilling of contaminated site with good/ fertile soil.	Cubic meter	4,000.000	550.1600 (RUPEES FIVE HUNDRED FIFTY AND PAISE ONE SIX ZERO ZERO ONLY)	2,200,640.00
70	Service Tax @10.3%	Lumpsum	1.000	3,557,018.1300 (RUPEES THIRTY-FIVE LAKH FIFTY-SEVEN THOUSAND EIGHTEEN AND PAISE ONE THREE ZERO ZERO ONLY)	3,557,018.13

Contractor

Chief Executive Officer
ONGC TERI Biotech Ltd
Darbari Seth Block, IHC Complex
Lodhi Road, New Delhi-110 003

Company

Grand Total Amount(Rs) : 38,091,174.73

(RUPEES THREE CRORE EIGHTY LAKH NINETY-ONE THOUSAND ONE HUNDRED SEVENTY-FOUR AND PAISE SEVENTY-THREE ONLY)

Final Offer 100.00 % of Rs. 38,091,174.73 Rs: 38,091,174.73
(RUPEES THREE CRORE EIGHTY LAKH NINETY-ONE THOUSAND ONE HUNDRED SEVENTY-FOUR AND PAISE SEVENTY-THREE ONLY)

Contractor

Lal, Ph.D.
Chief Executive Officer
ONGC TERI Biotech Ltd
Darbari Seth Block, IHC Complex
Lodhi Road, New Delhi-110 003

Company

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

WORKS CONTRACT

Special Conditions of Contract(SCC)

Contract No.: 6104394/DCO

1.0 WORK ORDER:
i) Soon after this contract is signed by both the parties i.e. the Contractor and the Company, the Company shall issue Work Order/ Purchase Order, specifying the actual date of commencement of the works/ service and the date of its completion based on the contract provisions.
ii) During the execution of the works, the Contractor must maintain a uniform rate of progress to complete the works within the stipulated scheduled time.

2.0 COMPLETION TIME:

The contractor has to complete the job within the given time period.

4.0 CONTRACTOR'S RESPONSIBILITY:

The contractor and / or his authorized representative/ supervisor must have sufficient practical knowledge of the job and must know about tools & equipment's required for the job & also safety of the operations. The contractor must meet the following requirement.

- All tools, tackles, various equipment, vehicles etc. required for the job are to be arranged by the contractor.
- The contractor / his representative has to liaise with GM(P-Oil) or his representative.

5.0 CONVEYANCE:

The contractor must arrange conveyance (transportation) of his/her workmen to the place of work and back at the contractor's cost.

6.0 GENERAL:

A. Objective:
1.Preparation of secured HDPE lined Bioremediation site for ex situ bioremediation
2.Excavation and Transportation of oily sludge/contaminated soil/water from contaminated to secured bioremediation site.
3.Refilling of excavated contaminated land by healthy/fertile soil.
4.Bioremediation of oil contaminated soil/water/oily sludge at the secured bioremediation site.

B.The work involves ex-situ bio remediation of 9180 m3 of land. Methodology to be adopted is given as under:

(a) Measurement of oil contaminated soil / oily sludge for bioremediation.
Measurement of oily sludge/oil contaminated soil/water would be carried out by standard method by measuring the length, breadth and depth of the oil contaminated site. The volume of oily sludge/oil contaminated soil/water would

Banwari Lal, Ph.D.
Chief Executive Officer
ONGC TERI Biotech Ltd
Darbari Seth Block, IHC Complex
Lodhi Road, New Delhi-110 003

be carried out by multiplying the length, breadth and depth and will be expressed in cubic meter.

(b) Preparation of secured Bioremediation site:
For ex situ bioremediation, preparation of a secured bioremediation site will be required. The contaminated oil/water/oily sludge from the site will be excavated from the site and will be transported to this secured site for treatment. The site will contain impervious HDPR layer to prevent percolation of hazardous chemicals (if any) during the bioremediation process. A brick wall will be constructed to prevent spillage and contain the remediation site. All the other necessary precaution to prevent overflow will be undertaken as the site may be prone to heavy rainfall

The secured bioremediation site preparation would be done as follows:

i. Select a open land for preparation of the secured bioremediation site of specific dimensions (30 m x 30 m for current proposal)
ii. The soil up to 2 ft depth will be excavated from the selected area before layering of the HDPR liner.
iii. The HDPE liner will be layered at the bottom (500 micron thickness of HDPE liner to be joined by welding) of the excavated pit
iv. The excavated soil will be layered back on the site to over the HDPE liner. This will prevent damage of the liner during the various operations during the bioremediation process.
v. A brick boundary of 0.6 meter (thickness 14 inch) below the surface and 1.5 meter (thickness 9 inch) above the surface (total height of the wall will be 2.1 meter) will be prepared in the perimeter of the site
vi. One entry gate for JCB/tractors needs to be prepared at the bioremediation site.
vii. After site preparation the oily sludge to be spread uniformly throughout the bioremediation site. This will help in proper tilling by tractor / JCB.
viii. One bore well will be installed in each centralized bioremediation site for monitoring the ground water quality from time to time. However, If any existing bore well / tube well is present nearby, then the same can also be used for ground water monitoring purpose.

(c) Excavation and Transportation of Oil contaminated soil/ water from contaminated site to bioremediation site.
Contaminated soil/ oily sludge will be dig out (excavated) and transported to secure bioremediation site for ex situ bioremediation. In case of high water content necessary amendments will be made.

(d) Refilling of excavated contaminated by healthy/ fertile soil.
Excavated portion of contaminated site will be immediately refilled with fresh fertile soil.
(e) Bioremediation of oil contaminated soil.
The process for bioremediation of contaminated soil/water in the secured bioremediation site is as it is present in OIL-OTBL agreement dated 12th June ,2009.

C. Scope of Work by OTBL, New Delhi:
(a) Preparation of secured HDPE lined bioremediation sites.
(b) Excavation of oil contaminated soil from farmer#s oil contaminated land
(c) Transportation of oil contaminated soil to bioremediation site
(d) Installation of one bore well at the secured bioremediation site. If any existing bore well / tube well is there in nearby area, then the same can also be used for ground water monitoring purpose.
(e) Spreading of oil contaminated soil in bioremediation site.
(f) 'Oilzapper' production and application on oily sludge/oil contaminated soil.
(g) Tilling and watering of the bioremediation site.
(h) Monitoring of Bioremediation by regular sampling.
(i) Photography of sites (initial, application and final).
(j) Arrange casual labors for site preparation and Oilzapper application.
(k) Arrange for excavator (JCB) or mechanical tiller or tractor or manual tilling equipments for sampling and tilling of site at regular intervals.
(l) Photography of bioremediation work for final report.

(m) Preparation of report and submission to OIL.

D. Electrical connection to Bio-remediation site, if required, will be provided by O.I.L.

7.0 Payment terms and conditions:
Payment terms for bioremediation job will be as per the agreement between OIL and OTBL dated 12th June, 2009.

8.0 Work monitoring body:
OTBL will appoint their experts and field workers for execution of job and a coordinator for monitoring of work. Like wise OIL will also provide coordinator/s and Installation managers/field managers/area managers to monitor the work.

Contractor Banwari Lal, Ph.D.
Chief Executive Officer
ONGC TERI Biotech Ltd
Darbari Seth Block, IHC Complex
Lodhi Road, New Delhi-110 003

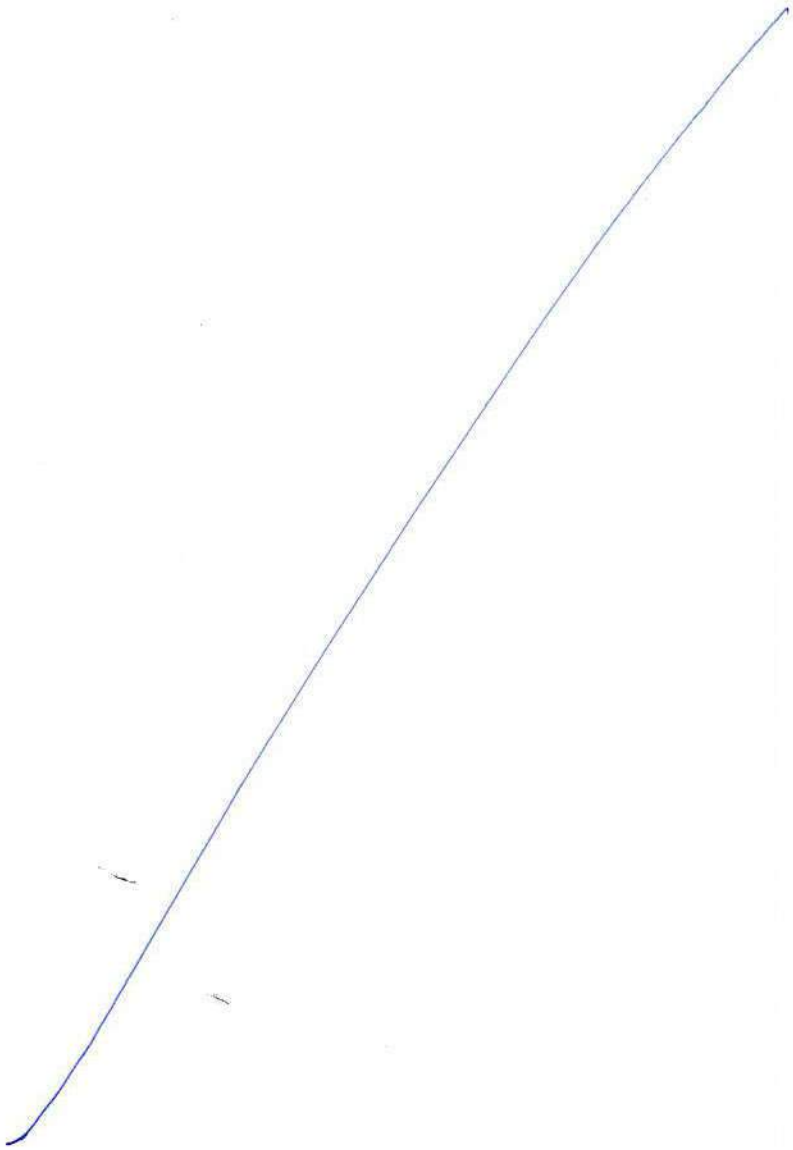
Company

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

Contract No.: 6104394/DCO



Contractor

Company

Banwari Lal, Ph.D.
Chief Executive Officer
ONGC TERI Biotech Ltd
Darbari Seth Block, IHC Complex
Lodhi Road, New Delhi-110 003

OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN
DISTRICT: DIBRUGARH (ASSAM), PIN-786602
TEL: (91) 374-2800548, FAX: (91) 374-2803549
Website: www.oil-india.com

DESCRIPTION OF SERVICES:- In-situ Bio-remediation of 14,700 cum and Ex-situ Bio-remediation of 15,300 cum contaminated soil /oily sludge of various production pits in Assam Field for a period of 02 (two) years.

GENERAL CONDITIONS OF CONTRACT (GCC)

MEMORANDUM OF AGREEMENT made this 5th day of August, 2016 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~~ Dr. Banwari Lal CEO. and Shri/Smti _____ carrying on business as partners /proprietor under the firm name and style of M/s. ONGC TERI BIOTECH LTD,NEW DELHI with the main Office at DARBARI SETH BLOCK, INDIA HABITAT CENTRE, LODI ROAD in the District of Delhi 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 Assam Field.

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 up to 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.

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 up to 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 there under.

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 **02 Years** from the commencement date mentioned in the work order. The Contractor must complete the work as mentioned in PART – III (SPECIAL CONDITIONS OF CONTRACT: SCC) 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 @0.5% (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 even taking shape or form at any place of the Company's works or and its neighborhood.

Contractor

Company

10. The tendered all-inclusive Price (i.e.Contract price) is **₹10,25,90,809.00(Rupees Ten Crores Twenty Five Lakhs Ninety Thousand Eight Hundred Nine only)** but the Company shall pay the Contract or 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 often than monthly, up to 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.

Contractor

New Delhi

CONTRACTS DEPARTMENT DULIAJAN PIN 786 602 ASSAM OIL INDIA LTD.

Company

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 SETTLEMENT OF DISPUTES AND ARBITRATION:

21.1 **Arbitration (Applicable for Suppliers/Contractors other than PSU) :**

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder :

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
2. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	**Number of Arbitrator**	**Appointing Authority**
Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

7. The arbitral tribunal shall make and publish the award within time stipulated as under :

Amount of Claims and counter claims (excluding interest)	Period for making and publishing of the award (counted from the date of first meeting of the Arbitrators)
Upto Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

ONGC TERI Biotech Limited New Delhi

Contractor

CONTRACTS DEPARTMENT DULIAJAN PIN 786 602 ASSAM OIL INDIA LTD

Company

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.

11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

21.2 **Arbitration (applicable in case of Contract awarded on Public Sector Enterprise)** :

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 21.1 & 21.2 will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

22. **FORCE MAJEURE:**

22.1 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 for the period during which such cause lasts. The word `Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor), acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

22.2 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.

22.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure' rate shall

apply for the first fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

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:**
Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnish false information towards fulfillment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract, as the case may be and forfeit Earnest Money Deposit (EMD) / Security Deposit (SD) submitted by the bidder. Besides, bidder shall be liable for debarment for a period of 03 years from the date of issuance of debarment notice.

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

28.0 **SUBCONTRACTING:**
CONTRACTORS shall not subcontract or assign, in whole or in part, their obligations to perform under this contract, except with COMPANY'S prior written consent.

29.0 **MISCELLANEOUS PROVISIONS:**
Contractors shall conform in all respects with the provisions of any Statute, Ordinance of Law 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 OIL indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or byelaw.

30.0 **LIABILITY:**

30.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors 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 sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

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

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

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

30.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors 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 their Contractors or sub-contractors, 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 sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.

30.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or injury or illness, or death of any employee of the Company and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees,

assignees, contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.

30.7 The Company 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 sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

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

30.9 **LIMITATION OF LIABILITY:**

Notwithstanding any other provisions except only in cases of willful misconduct and / or criminal acts,

a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or
otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

31.0 **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 or 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.

32.0 **INDEMNITY AGREEMENT:**

32.1 Except as provided hereof CONTRACTORS 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 AUDITOR'S employees, agents, Contractors and subcontractors 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.

32.2 Except as provided hereof COMPANY agrees to protect, defend, indemnify and hold CONTRACTORS 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, Contractor and subcontractors 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.

33.0 **APPLICABLE LAW:**

33.1 This 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 at Dibrugarh in Assam.

33.2 The Bidders shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable for performing under this Contract.

34.0 **TAXES:** Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.

34.1 All Statutory taxes levied by the Central and State Government or any other competent authority from time to time shall be on COMPANY'S account. However, liability for payment of such Taxes shall lie on the CONTRACTOR.

35.0 Subsequently Enacted Laws: Subsequent to the date of issue of letter of award if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the Company/Contractor shall reimburse/pay Contractor / Company for such additional / reduced costs actually incurred.

36.0 **TERMINATION**:

36.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION)**: The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or the extension period, if exercised by Company under the provision of the Contract.

36.2 **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 Article 22.0 above.

36.3 **TERMINATION ON ACCOUNT OF INSOLVENCY**: In the event that the Contractor or its collaborator at any time during the term of the 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 the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

36.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE**: If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 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.

36.5 **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.

36.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirely without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

36.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 36.1 to 36.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination including the De-mob cost, if any.

37. 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.

37.1 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

37.2 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.

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

SIGNED & DELIVERED FOR AND ON BEHALF OF M/s ONGC Teri Biotech Ltd. Attorney)

by the hand of

Dr. Banwari Lal, C.E.O.

its Partner/Legal Attorney

(Signature of Contractor or his legal

Dr. Banwari Lal, C.E.O.
ONGC TERI Biotech Limited
Darbari Seth Block, IHC Complex
Lodhi Road, New Delhi -110003

(Full Name of Signatory)

BANWARI LAL

(Seal of Contractor's Firm)

And in presence of

Dinesh Singh Rawat

Date : 05/08/2016

(Signature of witness)

DINESH SINGH RAWAT

(Full Name of Signatory)

Address:

ONGC TERI BIOTECH LTD

IHC, LODHI ROAD

NEW DELHI-110003

SIGNED & DELIVERED FOR & ON BEHALF OF OIL INDIA LIMITED

(Signature of Acceptor)

Designation

G.C . Dev Choudhury
DGM - Contracts (HOD)
Oil India Limited
Duliajan - 786602
Assam

Date 5th Aug 2016

ONGC TERI Biotech Limited New Delhi

Contractor

CONTRACTS DEPARTMENT DULIAJAN PIN 786 602 ASSAM OIL INDIA LTD.

Company

OIL INDIA LIMITED
(A Government of India Enterprise)
Duliajan, Assam

DESCRIPTION OF WORK/ SERVICE: In-situ Bio-remediation of 14,700 cum and Ex-situ Bio-remediation of 15,300 cum contaminated soil /oily sludge of various production pits in Assam Field for a period of 02 (two) years.

Part-II (SOQ) Schedule of Work, Unit and Quantity

Item No.	Description of Services	UOM	Quantity	Unit Rate (Rs.)	Total (Rs.)
10	In-Situ Bioremediation of Oily Sludge of Pits: The job involves complete process of bioremediation including assessment of the contaminated site, manufacturing of hydrocarbon degrading microbes (OIL ZAPPER)in the lab, transporting of the Oil Zapper material to the site, application of the material and monitoring of the site till complete bioremediation is achieved	CUM	14700	2,500.00	367,50,000.00
20	Ex-Situ Bioremediation of Oily Sludge of Pits: The job involves complete process of bioremediation including assessment of the contaminated site, manufacturing of hydrocarbon degrading microbes (OIL ZAPPER)in the lab, transporting of the Oil Zapper material to the site, application of the material and monitoring of the site till complete bioremediation is achieved	CUM	15300	2,500.00	382,50,000.00
30	HDPL lined Bio -remediation pits: Preparation of 30m x30m secured HDPL lined Bio-remediation pits	NO	9	8,44,000.00	75,96,000.00
40	Collection of oily sludge: Collection of oil mixed soil/ oily sludge including excavation from effluent pits/sites.	CUM	15300	540.48	82,69,344.00
50	Transportation of contaminated sludge: Transportation of contaminated soil/ sludge to the secured pit upto 5 km distance.	CUM	5000	148.89	7,44,450.00
60	Transportation of contaminated sludge: Transportation of contaminated soil/ sludge to the secured pit beyond 5	CUM	10300	248.89	25,63,567.00

Item No.	Description of Services	UOM	Quantity	Unit Rate (Rs.)	Total (Rs.)
	km distance.				
70	Refilling: Refilling of contaminated site with good/ fertile soil.	CUM	15300	550.16	84,17,448.00
				Total (Rs.)	**1025,90,809.00**
					(Rupees Ten Crores Twenty five Lakhs Ninety Thousand eight hundred Nine only)

1. Rates are inclusive of all liabilities including statutory 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.

2. Contractors are required to raise monthly Service Tax Invoices for reimbursement of Service Tax against the contract. In absence of Service Tax Invoices, Service Tax will not be reimbursed and the consequences of the same shall entirely rest upon the Contractor.

3. Mobilisation Period: 30(Thirty) days from the date of issue of work Order.

4. Tenure of Agreement: 2(Two) years from the date of Commencement as mentioned in workorder

5. The quantities mentioned above are purely for illustrative purpose only. However, payment shall be made as per actuals.

PART - III PARTICULARS, SPECIFICATIONS AND INSTRUCTIONS

(A). WORK ORDER:

i) Soon after this contract is signed by both the parties i.e. the Contractor and the Company, the Company shall issue Work Order/ Purchase Order, specifying the actual date of commencement of the works/ service and the date of its completion based on the contract provisions.
ii) During the execution of the works, the Contractor must maintain a uniform rate of progress to complete the works within the stipulated scheduled time.

(B). COMPLETION TIME:

The contractor has to complete the job within the given time period.

(C). CONTRACTOR'S RESPONSIBILITY:

The contractor and / or his authorized representative/ supervisor must have sufficient practical knowledge of the job and must know about tools & equipment's required for the job & also safety of the operations. The contractor must meet the following requirement.

- All tools, tackles, various equipment, vehicles etc. required for the job are to be arranged by the contractor.
- The contractor / his representative have to liaise with GM (P-Oil) or his representative.

(D). CONVEYANCE:

The contractor must arrange conveyance (transportation) of his/her workmen to the place of work and back at the contractor's cost.

(E). INSITU-BIOREMEDIATION (SCOPE OF WORK):

1. The bioremediation services on "turnkey basis" for a volume of 14700m3 would include-
- Supply of Oilzapper
- Application of Oilzapper
- Tilling of contaminated soil at regular intervals
- Sample collection
- Sample testing
- Reporting of treatment progress at regular intervals (less than 1% oil in treated sample would be treated as completion of the bioremediation process.
- A tri lingual display board displaying location of work, OIL's contract no, the volume of sludge to be handled, permission from regulatory body and necessary safety instruction shall be displayed near the bio remediation site.

2. The party carrying out the work order in respect of bioremediation of the oil contaminated soil/ oily sludge on a "turnkey basis" the chargeable cost as payable would be Rs.2500/- (Two Thousand Five Hundred Only) plus service tax as applicable from time to time per cubic metre of the oil contaminated soil/ oily sludge/ ETP oily sludge/ oil contaminated water/ oil contaminated drill cuttings/ oil contaminated synthetic oil based mud (SOBM).

SM

To

HEAD-CONTRACTS
Oil India Limited
DULIAJAN

SUB:SAFETY MEASURES
Contract No : 6104394/DCO

Description of work/service :

Ex-situ bio-remediation of 9180 cubic meter contaminated soil.

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) Mr. Arup Das

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)

Date_____

ONGC TERI Biotech Limited New Delhi

Yours Faithfully

M/s_____

CONTRACTOR

FOR & ON BEHALF OF

Barnali Das
Chief Executive Officer
ONGC TERI Biotech Ltd
Darbari Seth Block, IHC Complex
Lodhi Road New Delhi-110 003

3. The Contractor shall be responsible for-

- Bioremediation of oil spills sites, oil contaminated soil, oil soaked soil/ oily sludge, ETP oily sludge, oil soaked/ SOBM (synthetic oil based mud) soaked drill cuttings, tank bottom oily sludge, oil-contaminated water.
- Oilzapper production and application on oil spills sites, oil contaminated soil, oil soaked soil/ oily sludge, ETP oily sludge, oil soaked/ SOBM (synthetic oil based mud) soaked drill cuttings, tank bottom oily sludge, oil-contaminated water.
- Sample analysis.
- Monitoring the rate of bioremediation.
- Arranging casual labour for Oilzapper application as well as for sampling and mechanical tilling of site at regular intervals
- Arranging for soil required to refill the contaminated land wherever necessary.
- Ensuring that the treated oil spills sites, oil contaminated soil, oil soaked soil/ oily sludge, ETP oily sludge, oil soaked/ SOBM (synthetic oil based mud) soaked drill cuttings, tank bottom oily sludge, oil-contaminated water conform with statutory norms.
- Submit the final report to OIL along with the photographs & above tested reports for approval and payment.
- The contractor has to obtain any statutory clearances as applicable from time to time and submit a copy to OIL

4. OIL will arrange for -

- Providing work orders for each pits containing oily sludge/ oil contaminated soil oil contaminated drill cuttings/ Synthetic Oil Based Mud (SOBM) per work order for bioremediation work from each asset/ basin/ plant/ installations.
- Handing over/ earmarking of specific sites to the party for treatment of oil spills sites, oil contaminated soil, oil soaked soil/ oily sludge, ETP oily sludge, drill cuttings, tank bottom oily sludge, oil-contaminated water.
- Arranging for gate pass and other logistic help whenever required by the party.
- Obtaining necessary permissions for the party to take photographs of bioremediation site at every stage of bioremediation.

5. Representatives of OIL and the Contractor shall jointly measure the volume of oil spills sites, oil contaminated soil, oil soaked soil/ oily sludge, ETP oily sludge, drill cuttings, tank bottom oily sludge, and oil contaminated water that will be treated using Oilzapper technology by accepted techniques of measurement. Measurement would be done by accepted techniques of measurement and plus/min 5% variation in quantity of oil soaked soil, sludge is acceptable. In case of variation more than 5% costing will be done appropriately and to be decided mutually by the Contractor's representative and OIL.

6. Time schedule:

The entire job of the Contract shall be completed within a period of 24 months. On receipt of Work order from OIL for each individual oil spills sites, the party shall commence the work within 30 days of receipt of the work order and shall complete the work of individual site as per the stipulated time as mentioned in the agreement between OTBL and OIL, signed on 12th June,2009.

7. GENERAL:

i) The contractor must ensure that all safety norms & other statutory regulations related to Oil Mines are strictly adhered by his workers. Contractor must obtain the

Work permit from the Installation Manager every day before commencement of the work.

ii) Work will be done normally during day light hours. However, in case of emergency, work may have to be done beyond normal working hours.

iii) OIL Engineers will inspect & monitor the progress of job during job execution period.

iv) The Contractor shall not engage minor workers below 18 years of age under any circumstances.

v)The Contractor must obtain the cold work permit prior to execution of the job and renew the same daily from the respective Installation Managers.

(F). **EX-SITU BIOREMEDIATION (SCOPE OF WORK):**

8. IN ADDITION TO CLAUSE NO. "(A), (B),(C), (D) & (E)" ABOVE THE CONTRACTOR HAS TO CARRYOUT THE FOLLOWING:

(a) Preparation of secured HDPE lined bioremediation sites.
(b) Excavation of oil contaminated soil from farmer#s oil contaminated land
(c) Transportation of oil contaminated soil to bioremediation site
(d) Installation of one bore well at the secured bioremediation site. If any existing bore well / tube well is there in nearby area, then the same can also be used for ground water monitoring purpose.
(e) Spreading of oil contaminated soil in bioremediation site.
(f) 'Oilzapper' production and application on oily sludge/oil contaminated soil.
(g) Tilling and watering of the bioremediation site.
(h) Monitoring of Bioremediation by regular sampling.
(i) Photography of sites (initial, application and final).
(j) Arrange casual labors for site preparation and Oilzapper application.
(k) Arrange for excavator (JCB) or mechanical tiller or tractor or manual tilling equipments for sampling and tilling of site at regular intervals.
(l) Photography of bioremediation work for final report.
(m) Preparation of report and submission to OIL.
(n) Submit the final report to OIL along with the photographs & above tested reports for approval and payment.
(n) A tri lingual display board displaying contract no, the volume of sludge to be handled, permission from regulatory body and necessary safety instruction shall be displayed near the entry gate.
(o) Necessary approval from CPCB/ APCB shall be taken for transportation of hazardous waste.

9.0 GENERAL:

9.1 Objective:
1. Preparation of secured HDPE lined Bioremediation site for ex situ bioremediation
2. Excavation and Transportation of oily sludge/contaminated soil/water from contaminated to secured bioremediation site.
3. Refilling of excavated contaminated land by healthy/fertile soil.
4. Bioremediation of oil contaminated soil/water/oily sludge at the secured bioremediation site.

9.2.The work involves ex-situ bio remediation of 15300 m3 of land. Methodology to be adopted is given as under:

(a) Measurement of oil contaminated soil / oily sludge for bioremediation.
Measurement of oily sludge/oil contaminated soil/water would be carried out by standard method by measuring the length, breadth and depth of the oil contaminated site. The volume of oily sludge/oil contaminated soil/water would be carried out by multiplying the length, breadth and depth and will be expressed in cubic meter.

(b) Preparation of secured Bioremediation site:
For ex situ bioremediation, preparation of a secured bioremediation site will be required. The contaminated oil/water/oily sludge from the site will be excavated from the site and will be transported to this secured site for treatment. The site will contain impervious HDPR layer to prevent percolation of hazardous chemicals (if any) during the bioremediation process. A brick wall will be constructed to prevent spillage and contain the remediation site. All the other necessary precaution to prevent overflow will be undertaken as the site may be prone to heavy rainfall

The secured bioremediation site preparation would be done as follows:

i. Select a open land for preparation of the secured bioremediation site of specific dimensions (30 m x 30 m for current proposal or approx area 900 sq. mt. with length & breadth depending upon site availability).
ii. The soil up to 2 ft depth will be excavated from the selected area before layering of the HDPR liner.
iii. The HDPE liner will be layered at the bottom (500 micron thickness of HDPE liner to be joined by welding) of the excavated pit
iv. The excavated soil will be layered back on the site to over the HDPE liner. This will prevent damage of the liner during the various operations during the bioremediation process.
v. A brick boundary of 0.6 meter (thickness 14 inch) below the surface and 1.5 meter (thickness 9 inch) above the surface (total height of the wall will be 2.1 meter) will be prepared in the perimeter of the site with RCC support posts at interval of 2.0m(approx.)distance around the perimeter of the boundary wall with RCC beam at the ground level.
vi. One entry point with MS Gate along with locking arrangement for JCB/tractors needs to be prepared at the bioremediation site.
vii. After site preparation the oily sludge to be spread uniformly throughout the bioremediation site. This will help in proper tilling by tractor / JCB.
viii. One bore well will be installed in each centralized bioremediation site for monitoring the ground water quality from time to time. However, If any existing bore well / tube well is present nearby, then the same can also be used for ground water monitoring purpose.

(c) Excavation and Transportation of Oil contaminated soil/ water from contaminated site to bioremediation site.
Contaminated soil/ oily sludge will be dig out (excavated) and transported to secure bioremediation site for ex situ bioremediation. In case of high water content necessary amendments will be made.

(d) Refilling of excavated contaminated by healthy/ fertile soil & Reclamation of the said site.
Excavated portion of contaminated site will be immediately refilled with fresh fertile soil.
(e) Bioremediation of oil contaminated soil.

The process for bioremediation of contaminated soil/water in the secured bioremediation site is as it is present in OIL-OTBL agreement dated 12th June ,2009.

(G). WORK MONITORING BODY:

OTBL will appoint their experts and field workers for execution of job and a coordinator for monitoring of work. Likewise OIL will also provide coordinator/s and Installation managers/field managers/area managers to monitor the work.

(H). ELECTRICAL CONNECTION TO BIO-REMEDIATION SITE, IF REQUIRED, WILL BE PROVIDED BY OIL.

(I). TERMS OF PAYMENT:

Payments to the party will be made as per the following schedule:

- 1st Installment 40% of the project cost including service tax which will be released after first application of Oilzapper in all the oily sludge pits.

- 2nd Installment 40% of the project cost including service tax which will be released after second application of Oilzapper in all the oily sludge pits and after submission of first progress report.

- 3rd installment 20% of the project cost including service tax which will be released after completion of the bioremediation job and submission of the final report.

- The above Payment terms for bioremediation job will be governed as per the agreement between OIL and OTBL dated 12th June, 2009.

(J). GOVERNING LAW:

The laws of India govern the validity, construction, and performance of this Agreement.

Lawyers/ Attorneys Fees
The prevailing party in any litigation or any other proceeding shall be entitled to recover (in addition to any other relief awarded or granted) its reasonable costs and expenses, including attorneys' fees, incurred in the action or proceeding.

(K). TERMINATION:

The Agreement may be terminated forthwith if either OIL or the party voluntarily or involuntarily enters into composition, bankruptcy, or similar re-organization proceedings or if applications invoking such proceedings have been filed. Either party agrees to notify the other promptly if at any time such party is unable or unwilling to continue with the Agreement. On completion of thirty days after such notification, this agreement will be terminated.

(L). SUSPENSION:

OIL and the party reserve the right to suspend or discontinue its obligations under the agreement if the other party is in breach of any of the clauses in this agreement.

(M). FORCE MAJEURE:

In the event of either party being rendered unable by Force Majeure to perform any of their obligations under this agreement, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the agreement.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify OIL in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to OIL within 72 hours of the beginning and ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, OIL shall have the option of canceling this agreement in whole or part at its discretion without any liability at its part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

(N). TIME LINE CLAUSES:

The party shall follow strict timeline clauses in context of executing the work orders assigned to it and in the event of failure to do so OIL shall recover from the party damages and not by way of penalty, a sum equivalent to an amount equal to ½% (half percent) per week maximum to 5% (five percent) of the contract value. and the same shall be deducted from the final payment to be made to the party.

(O). ARBITRATION:

In the event of any dispute arising out of the interpretation of this agreement and/ or breach/ intended breach by either of the parties, the parties shall first amicably try to settle the dispute amicably amongst themselves by the affected bringing up a reference to the Competent authority of the other party to this agreement, and the Competent authority of the organization/ party in question, shall address the same within a period of 45 days from the said reference being placed before him and pass a suitable written and speaking order on such a reference .

In case the affected party is still not satisfied with the grievance redressal, then the said party may exercise the option for an Arbitration Proceeding by making a reference/ arbitration petition before the Chief Justice of the Hon'ble Delhi High Court under the provisions of section 11(1) of the Indian Arbitration Act.

If any arbitration, litigation or other legal proceeding relating to this Agreement occurs, the prevailing party shall be entitled to recover from the other party (in addition to any other relief awarded or granted) its reasonable costs and expenses, including attorney's fees, court fees, stamp fees, etc incurred in the proceeding, and the said arbitration proceedings in context of any dispute arising between the parties on account of breach of agreement or intended breach, would be governed by provisions of Indian Arbitration Act 1996 vide provisions of Section 11(a) , and same would be held at New Delhi in accordance with the procedure explained and provided for in Section 11(1) of the said act, in accordance with the directives issued by Hon'ble Chief Justice, Delhi High Court.

(P). JURISDICTION:

This agreement will be construed and governed in accordance with the laws of India. Any dispute arising out or in connection with the agreement shall be settled within the jurisdiction of New Delhi Courts, and the original jurisdiction of the Hon'ble High Court of Delhi.

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts Department
Duliajan, District: Dibrugarh
Assam, PIN-786602

Schedule of Company's Plants, Materials and Equipments

In-situ Bio-remediation of 14,700 cum and Ex-situ Bio-remediation of 15,300 cum contaminated soil /oily sludge of various production pits in Assam Field for a period of 02 (two) years

CONTRACT NO. 6110082/CDI

NIL

To,
DGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602

SUB: SAFETY MEASURES

CONTRACT NO. 6110082/CDI

Description of work/service:

In-situ Bio-remediation of 14,700 cum and Ex-situ Bio-remediation of 15,300 cum contaminated soil /oily sludge of various production pits in Assam Field for a period of 02 (two) years.

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 authorized persons who would be supervising the jobs on day to day basis from our end are the following:

i) MR. ARUP DAS

ii) MR. PRANJIT BARUAH

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.

Contractor

Company

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.

g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. . Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.

2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. . However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.

4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.

5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.

6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.

7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.

11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.

14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.

16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

17. To arrange daily tool box meeting and regular site safety meetings and maintain records.

18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.

20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.

24. The contractor should prevent the frequent change of his contractual employees as far as practicable.

25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

(Seal) ONGC TERI Biotech Limited New Delhi

Yours Faithfully

Date 5th Aug 2016

M/s _____

FOR & ON BEHALF OF CONTRACTOR

Dr. Banwari Lal, C.E.O
ONGC TERI Biotech Limited
Darbari Seth Block, IHC Complex
Lodhi Road, New Delhi -110003

Contractor

CONTRACTS DEPARTMENT DULIAJAN PIN 786 602 ASSAM OIL INDIA LTD.

Company

INTEGRITY PACT

Between
Oil India Limited (OIL) hereinafter referred to as "The Principal"
And
(Name of the bidder)M/s **ONGC TERI BIOTECH LTD, NEW DELHI** hereinafter referred to as "The Bidder/Contractor"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **In-situ Bio-remediation of 14,700 cum and Ex-situ Bio-remediation of 15,300 cum contaminated soil /oily sludge of various production pits in Assam Field for a period of 02 (two) years.** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which h e/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/Contractor/Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

CONTRACTS DEPARTMENT * DULIAJAN PIN 766 602 ASSAM * OIL INDIA LTD.

ONGC TERI Biotech Limited New Delhi

For the Principal

For the Bidder/Contractor

Place. Duliajan

Witness 1: (ARUP DAS)

Date.

Witness 2: (DINESH SINGH RAWAT)

ONGC TERI Biotech Limited New Delhi

Contractor

Company

www.teriin.org

The Energy and Resources Institute

Darbari Seth Block
IHC Complex
Lodhi Road
New Delhi – 110 003

Tel. 2468 2100 or 4150 4900
E-mail mailbox@teri.res.in
Fax 2468 2144 or 2468 2145
India +91 • Delhi (0) 11

North-Eastern Regional Centre
Guwahati
Tel. (361) 233 4730
E-mail terine@teri.res.in
Fax (361) 233 4369

Southern Regional Centre
Bangalore
Tel. (80) 2535 6590 (5 lines)
E-mail terisrc@teri.res.in
Fax (80) 2535 6589

Goa
Tel. (832) 245 9306 or 245 9328
E-mail terisrc@teri.res.in
Fax (832) 245 9338

Western Regional Centre
Mumbai
Tel. (22) 2758 0021 or 4024 1615
E-mail terimumbai@teri.res.in
Fax (22) 2758 0022

Himalayan Centre
Mukteshwar
Tel. (5942) 286 433
E-mail praveen.sharma@teri.res.in
Fax (5942) 286 460/433

TERI North America
Tel. (+91) 9811150290
E-mail
annapurna.vancheswaran@terina.org

Antwerp
TERI-VITO
Tel. (+32 3) 286 74 31
E-mail ihrehman@teri.res.in

TERI Japan
Tokyo
Tel. (+81 3) 3519 8970
E-mail teri@iges.or.jp
Fax +81 33 5195 1084

Test Report

Issued To: - CIL
OTBL, Digboi oil field area
C/o –OTBL New Delhi

Report No.-TERI/EIBD/2016/70
Report Date: 22.11.2016
Sample Collected by: OTBL
Sample Collected on: 08.11.2016
Sample Received on: 18.11.2016
Test Started on: 21.11.2016
Test Completed on: 22.11.2016

Sample Description: Oily sludge
Type of Sample: Petroleum oily sludge
Quantity of Sample: 1 no
Type of Container: Plastic container

Sample ID- EIBD/2016/70
Job card No.- JC/EIBD/2016/70
No. of test parameters- 1(HE-TPH)

Results

Particulars	Parameter	Test Method	Results (%w/w)
Oily sludge Sample from Pit near well No.-513 (151 M^3) Digboi oil field area (Zero time sample)	Hexane extractable-Total Petroleum Hydrocarbon (HE-TPH)	USEPA-9071b	16.32%

Analyzed by:
Tarun Sharma
Research Associate

Authorized Signatory
Dr. Meeta Lavania
Fellow & Area Convenor

Notes:

- The results indicated only refer to the tested samples and listed parameters and do not endorse any product.
- Total liability of the laboratory is limited to the invoice amount
- The certificate shall not be reproduced wholly or in part without prior written consent of the laboratory.
- The samples received shall be destroyed after four weeks from the date of issue of the certificate unless specified otherwise.
- The certificate shall not be used in any advertising media or as evidence in the Court of law without prior written consent of the laboratory.

AES LABORATORIES

T-0176
T-0719
T-0410

AES Laboratories Pvt. Ltd.
Analyzing today for an assured tomorrow
Laboratory: B-118 Phase-II, Noida, U.P. 201304
Ph.: 0120-4646700, 4646720, 4646731
E-mail: support@aeslabs.com
Office: 122/122-A, Hemkunt Chambers,
89, Nehru Place, New Delhi-110019
Ph.: 011-45066313, 45066390, Fax: 011-26219130
CIN No. U74899DL1991PDC045168

TEST CERTIFICATE

Issued To : **ONGC TERI BIOTECH LTD.**
5th Floor, TERI Block,
IHC, Lodhi Road,
New Delhi, Delhi - 110003

Description : Said to be Soil (In-situ Bioremediation near Well #513 of Digboi Oil Field Area. Volume: 151 m³. Sample received 214 gm in polythene packet

Report No:	**14-130218-01**
Report Date	19/02/2018
Sample Received On	13/02/2018
Sampled By	Customer
Analysis Start Date	13/02/2018
Analysis End Date	19/02/2018

RESULTS

Parameter	Test Method	Results	Units
Chemical Analysis			
Total Petroleum Hydrocarbons (as n-Hexane Extractable Material)	USEPA 9071B 1998	0.09	% by mass

Total Parameters : 1

AUTHORISED SIGNATORY

Visit us at http://www.aeslabs.com

Notes
- The results indicated only refer to the tested samples and listed parameters and do not endorse any product.
- Total liability of the laboratory is limited to the invoiced amount.
- This certificate shall not be reproduced wholly or in part without prior written consent of the laboratory.
- Samples received shall be destroyed after four weeks from the date of issue of the certificate unless specified otherwise.
- This certificate shall not be used in any advertising media or as evidence in the Court of Law without prior written consent of the laboratory.

DOCUMENT 12 1737

www.teriin.org

The Energy and Resources Institute

Darbari Seth Block
I H C Complex
Lodhi Road
New Delhi – 110 003

Tel. 2468 2100 or 4150 4900
E-mail mailbox@teri.res.in
Fax 2468 2144 or 2468 2145
India +91 • Delhi (0) 11

Regional Centres within India

North-Eastern Regional Centre
Guwahati

Southern Regional Centre
Bangalore

Goa

Western Regional Centre
Mumbai

Himalayan Centre
Mukteshwar

T E R I worldwide

T E R I North America

Antwerp

T E R I Japan

Test Report

Issued To:

Oil India Limited
Duliajan, Assam
C/O – OTBL, New Delhi

Report No. TERI/EIBD/2018/35
Report Date : 20.08.2018
Sample Collection Details : 13.08.18
Sample received on : 17.08.2018
Test started on : 17.08.2018
Test completed on : 20.08.2018

Sample Description: Oily sludge
Type of Sample: Petroleum oily sludge
Quantity of Sample: 1 no
Type of Container: Plastic container

Sample ID : EIBD/2018/35
Job Card No. JC/EIBD/2018/35
No. of test parameters- 1(HE-TPH)

Results

Particulars	Parameter	Test Method	Results (%w/w)
Oily sludge sample from the Pit near Well # 139, Digboi Oil field (Exsitu) (Zero Day sample)	Hexane extractable-Total Petroleum Hydrocarbon (HE-TPH)	USEPA-9071b	13.83%

Analyzed by:
Tarun Sharma
Research Associate

Authorized Signatory
Dr. Meeta Lavania
Fellow & Area Convenor

Notes:

- The results indicated only refer to the tested samples and listed parameters and do not endorse any product.
- Total liability of the laboratory is limited to the invoice amount
- The certificate shall not be reproduced wholly or in part without prior written consent of the laboratory.
- The samples received shall be destroyed after four weeks from the date of issue of the certificate unless specified otherwise.
- The certificate shall not be used in any advertising media or as evidence in the Court of law without prior written consent of the laboratory.

Web
www.teriin.org

The Energy and Resources Institute

Darbari Seth Block
I H C Complex
Lodhi Road
New Delhi – 110 003

Tel. 2468 2100 or 7110 2100
E-mail mailbox@teri.res.in
Fax 2468 2144 or 2468 2145
India +91 • Delhi (0) 11

Regional centres within India

North-Eastern Regional Centre
Guwahati
Tel. (361) 233 4790
E-mail terine@teri.res.in
Fax (361) 233 4869

Southern Regional Centre
Bangalore
Tel. (80) 2535 6590 (5 lines)
E-mail terisrc@teri.res.in
Fax (80) 2535 6589

Goa
Tel. (832) 245 9306 or 245 9328
E-mail terisrc@teri.res.in
Fax (832) 245 9338

Western Regional Centre
Mumbai
Tel. (22) 2758 0021 or 4024 1615
E-mail terimumbai@teri.res.in
Fax (22) 2758 0022

Himalayan Centre
Mukteshwar
Tel. (5942) 286 433
E-mail praveen.sharma@teri.res.in
Fax (5942) 286 460/433

TERI Japan
Tokyo
Tel. (+81 3) 3519 8970
E-mail teri@iges.or.jp
Fax +81 33 5195 1084

Test Report

Issued from:
THE ENERGY AND RESOURCES INSTITUTE
Environmental Industrial Biotechnology Division (EIBD)
Darbari Seth Block, IHC Complex, Lodhi Road
New Delhi-110003

Issued To:
Oil India Limited
Duliajan, Assam
C/O- OTBL New Delhi

Report No.:	EIBD/2019/94
Report Date:	10.06.2019
Sample Collection Details:	By OTBL /06.06.20
Sample Received on:	08.06.2019
Test Started on:	08.06.2019
Test Completed on:	10.06.2019

Sample Description: Soil sample
Type of Sample: Petroleum oily soil
Quantity of Sample: 1 No
Type of Container: Plastic container

Sample ID- EIBD/2019/94
Job card No.- JC/EIBD/2019/94
No. of test parameters- 1(HE-TPH)

Results

Particulars	Parameter	Test Method	Results (%w/w)
Oily soil Sample from Digboi- 139 After 3rd application of Oilzapper	Hexane extractable- Total Petroleum Hydrocarbons (HE-TPH)	USEPA-9071B	0.73%

Analyzed by
Tarun Sharma
Research Associate

Authorized Signatory
Dr. Meeta Lavania
Fellow & Area Convener

Notes:

- The results indicated only refer to the tested samples and listed parameters and do not endorse any product.
- Total liability of the laboratory is limited to the invoice amount
- The certificate is not be reproduced wholly or in part without prior written consent of the laboratory.
- The samples received is being destroyed after four weeks from the date of issue of the certificate unless specified otherwise.
- The certificate shall not be used in any advertising media or as evidence in the Court of law without prior written consent of the laboratory.

End of test report

www.teri.in.org

The Energy and Resources Institute

Darbari Seth Block
I H C Complex
Lodhi Road
New Delhi - 110 003

Tel. 2468 2100 or 7110 2100
E-mail mailbox@teri.res.in
Fax 2468 2144 or 2468 2145
India +91 • Delhi (0) 11

Test Report

Issued from:
THE ENERGY AND RESOURCES INSTITUTE
Environmental Industrial Biotechnology Division (EIBD)
Darbari Seth Block, IHC Complex, Lodhi Road
New Delhi-110003

Issued To:
Oil India Limited
Duliajan, Assam
C/O- OTBL New Delhi

Report No. TERI/EIBD/2019/24
Report Date : 04.01.2019
Sample Collection Details : 27.12.2018
Sample received on : 02.01.2019
Test started on : 02.01.2019
Test completed on : 04.01.2019

Sample Description: Soil sample
Type of Sample: Petroleum oily soil
Quantity of Sample: 1 No
Type of Container: Plastic container

Sample ID : EIBD/2019/24
Job Card No. JC/EIBD/2019/24
No. of test parameters- 1(HE-TPH)

Results

Particulars	Parameter	Test Method	Results (%w/w)
Oily sludge sample from the Pit near Well # ~~514~~, 512 Digboi Oil field (Zero Day sample)	Hexane extractable-Total Petroleum Hydrocarbons (HE-TPH)	USEPA-9071B	22.49%

Analyzed by
Tarun Sharma
Research Associate

Authorized Signatory
Dr. Meeta Lavania
Fellow & Area Convener

Notes:
- The results indicated only refer to the tested samples and listed parameters and do not endorse any product.
- Total liability of the laboratory is limited to the invoice amount
- The certificate is not be reproduced wholly or in part without prior written consent of the laboratory.
- The samples received is being destroyed after four weeks from the date of issue of the certificate unless specified otherwise.
- The certificate shall not be used in any advertising media or as evidence in the Court of law without prior written consent of the laboratory.

End of test report

www.teriin.org

The Energy and Resources Institute
Darbari Seth Block
I H C Complex
Lodhi Road
New Delhi – 110 003
Tel. 2468 2100 or 7110 2100
E-mail mailbox@teri.res.in
Fax 2468 2144 or 2468 2145
India +91 • Delhi (0) 11

Regional centres within India

North-Eastern Regional Centre
Guwahati
Tel. (361) 233 4790
E-mail terine@teri.res.in
Fax (361) 233 4869

Southern Regional Centre
Bangalore
Tel. (80) 2535 6590 (5 lines)
E-mail terisrc@teri.res.in
Fax (80) 2535 6589

Goa
Tel. (832) 245 9306 or 245 9328
E-mail terisrc@teri.res.in
Fax (832) 245 9338

Western Regional Centre
Mumbai
Tel. (22) 2758 0021 or 4024 1615
E-mail terimumbai@teri.res.in
Fax (22) 2758 0022

Himalayan Centre
Mukteshwar
Tel. (5942) 286 433
E-mail praveen.sharma@teri.res.in
Fax (5942) 286 460/433

TERI Japan
Tokyo
Tel. (+81 3) 3519 8970
E-mail teri@iges.or.jp
Fax +81 33 5195 1084

Test Report

Issued from:
THE ENERGY AND RESOURCES INSTITUTE
Environmental Industrial Biotechnology Division (EIBD)
Darbari Seth Block, IHC Complex, Lodhi Road
New Delhi-110003

Issued To:
Oil India Limited
Duliajan, Assam
C/O- OTBL New Delhi

Report No.:	EIBD/2019/93
Report Date:	10.06.2019
Sample Collection Details:	By OTBL /06.06.201
Sample Received on:	08.06.2019
Test Started on:	08.06.2019
Test Completed on:	10.06.2019

Sample Description: Soil sample
Type of Sample: Petroleum oily soil
Quantity of Sample: 1 No
Type of Container: Plastic container

Sample ID- EIBD/2019/93
Job card No.- JC/EIBD/2019/93
No. of test parameters- 1(HE-TPH)

Results

Particulars	Parameter	Test Method	Results (%w/w)
Oily soil Sample from Digboi- ~~514~~ 512 After 3rd application of Oilzapper	Hexane extractable-Total Petroleum Hydrocarbons (HE-TPH)	USEPA-9071B	0.64%

Analyzed by
Tarun Sharma
Research Associate

Authorized Signatory
Dr. Meeta Lavania
Fellow & Area Convener

Notes:

- The results indicated only refer to the tested samples and listed parameters and do not endorse any product.
- Total liability of the laboratory is limited to the invoice amount
- The certificate is not be reproduced wholly or in part without prior written consent of the laboratory.
- The samples received is being destroyed after four weeks from the date of issue of the certificate unless specified otherwise.
- The certificate shall not be used in any advertising media or as evidence in the Court of law without prior written consent of the laboratory.

End of test report

Memoirs of an Elephant—I

"When I was very young... good-looking and adventurous..."

It was the 1880s—the place was Assam.

At that time these strange creatures, human beings, were all over the place here busily unearthing some black stone they called "coal". They started putting mile after mile of iron rails on the ground just to carry these ugly looking rocks. Left to me, I would have carried them on my back—that's self reliance ! All the same, I used to help them build the railway.

One day, on my day off from work I took a stroll into the forest. I remember splashing through some dark sticky fluid during my walk and when I got back I got quite a reception !

It seems that I had discovered something they called OIL. From that minute on there was no peace, and for the past 70 years the pace has been hectic here at Digboi : they have drilled about 1,000 oil wells in this time.

I casually asked one of the AOC workers why they are so interested in oil. He told me that *oil is vital to Indian Industries*, and that Digboi is the first commercially producing oil field in the country.

ASSAM OIL

Serves the nation

DC/P14

1746

DOCUMENT 18

THE BURMAH OIL COMPANY [ACQUISITION OF SHARES OF OIL INDIA LIMITED AND OF THE UNDERTAKINGS IN INDIA OF ASSAM OIL COMPANY LIMITED AND THE BURMAH OIL COMPANY (INDIA TRADING) LIMITED] ACT, 1981

No. 41 OF 1981

[28*th September*, 1981.]

An Act to provide in the public interest for the acquisition of the shares of Oil India Limited held by "The Burmah Oil Company Limited" and for the acquisition and transfer of the right, title and interest of the Assam Oil Company Limited and "The Burmah Oil Company (India Trading) Limited" in relation to their undertakings in India and thereby to secure that the ownership and control of crude oil and gas produced by Oil India Limited, and of crude oil, gas and petroleum products produced by the undertakings in India of the Assam Oil Company Limited and of petroleum products marketed and distributed by the said undertakings and the undertakings in India of "The Burmah Oil Company (India Trading) Limited" are so distributed as best to subserve the common good.

WHEREAS "The Burmah Oil Company Limited" (a foreign company) has at present the ownership of, and control over, a significant portion of crude oil, gas and petroleum products produced, marketed and distributed in India by reason of the fact that Oil India Limited, wherein it holds fifty per cent. of the shares, and one of its subsidiaries, namely, the Assam Oil Company Limited are carrying on the business of exploration and production of crude oil, gas and petroleum products, and the said Assam Oil Company Limited is also carrying on through its undertakings in India and through the undertakings in India of "The Burmah Oil Company (India Trading) Limited", another of the subsidiaries of "The Burmah Oil Company Limited", the business of marketing and distribution of petroleum products;

AND WHEREAS it is expedient in the public interest that the shares of the said Oil India Limited held by "The Burmah Oil Company Limited" and the undertakings in India of the said Assam Oil Company Limited and "The Burmah Oil Company (India Trading) Limited" should be acquired;

AND WHEREAS such acquisition is for giving effect to the policy of the State towards securing the principle specified in clause (*b*) of article 39 of the Constitution as the ownership and control of the material resources of the community, to wit, crude oil, gas and petroleum products produced by the said Oil India Limited and by the undertakings in India of the Assam Oil Company Limited and marketed and distributed by the undertakings in India of the said Assam Oil Company Limited and "The Burmah Oil Company (India Trading) Limited", would by reason of such acquisition become vested in the State and thereby so distributed as best to subserve the common good;

BE it enacted by Parliament in the Thirty-second Year of the Republic of India as follows:—

CHAPTER I

PRELIMINARY

Short title.

1. This Act may be called the Burmah Oil Company [Acquisition of Shares of Oil India Limited and of the Undertakings in India of Assam Oil Company Limited and the Burmah Oil Company (India Trading) Limited] Act, 1981.

Definitions.

2. In this Act, unless the context otherwise requires,—

(*a*) "appointed day" means such date[1] as the Central Government may, by notification, appoint;

(*b*) "Burmah Oil Company" means "The Burmah Oil Company Limited", a company incorporated in Scotland and having its registered office at 48, St. Vincent Street, Glasgow, Scotland;

(*c*) "Government company" means a company as defined in section 617 of the Companies Act, 1956;

1 of 1956.

(*d*) "notification" means a notification published in the Official Gazette;

(*e*) "Oil India" means the Oil India Limited, being a company as defined in the Companies Act, 1956, and having its registered office at Duliajan, District Dibrugarh;

1 of 1956.

(*f*) "prescribed" means prescribed by rules made under this Act;

(*g*) "specified company" means a company specified in clause (*h*);

(*h*) "two companies" means,—

(*i*) the Assam Oil Company Limited, a company incorporated in the United Kingdom and having its registered office at Burmah House, Pipers Way, Swindon, England; and

(*ii*) "The Burmah Oil Company (India Trading) Limited", a company incorporated in Scotland and having its registered office at 48, St. Vincent Street, Glasgow, Scotland,

being foreign companies within the meaning of section 591 of the Companies Act, 1956;

1 of 1956.

[1] 14th October 1981, *vide* Notification No. G.S.R. 550 (E), dated 6-10-1981, Gazette of India, Extraordinary, Pt. II, Sec 3(*i*), page 1604.

(*i*) words and expressions used herein and not defined but defined in the Companies Act, 1956, have the meanings respectively assigned to them in that Act. 1 of 1956.

CHAPTER II

ACQUISITION OF THE SHARES OF OIL INDIA HELD BY BURMAH OIL COMPANY

Transfer and vesting of certain shares of Oil India in the Central Government.

3. (*1*) On the appointed day, all the shares in the capital of Oil India held by Burmah Oil Company shall, by virtue of this Act, stand transferred to, and vested in, the Central Government.

(*2*) All the shares which have vested in the Central Government under sub-section (*1*) shall, by force of such vesting, be freed and discharged of all trusts, liabilities, obligations, mortgages, charges, liens and other encumbrances affecting them.

(*3*) Any dividend payable by Oil India to the shares which have vested in the Central Government under sub-section (*1*) in respect of any period beginning from the 1st day of January, 1977, shall be payable to the Central Government.

Management of Oil India.

4. (*1*) For the purpose of enabling Oil India to function as a Government company, the Central Government may, by notification, make such amendments in the memorandum and articles of association of that company and such other provisions as it may consider necessary.

(*2*) Any amendments in the memorandum and articles of association of Oil India and any other provisions made under sub-section (*1*) shall have effect notwithstanding anything contained in the Companies Act 1956. 1 of 1956.

CHAPTER III

ACQUISITION OF THE UNDERTAKINGS OF THE TWO COMPANIES

Transfer and vesting in the Central Government of the undertakings in India of the two companies.

5. On the appointed day, the right, title and interest of each of the two companies in relation to its undertakings in India shall, by virtue of this Act, stand transferred to, and vested in, the Central Government.

General effect of vesting

6. (*1*) Subject to the provisions of sub-section (*2*), the undertakings of each specified company shall be deemed to include all assets, rights, powers, authorities and privileges and all property, movable and immovable, including any designs, trade marks, trade names, styles of labelling, station decor or any distinctive colour schemes, cash balances, reserve funds, book debts, investments and all other rights and interests in, or arising out of, such property as were, immediately before the appointed day, in the ownership, possession, power or control of the specified company, in relation to its undertakings in India, and all books of

account, registers, records and all other documents of whatever nature relating thereto and shall also be deemed to include all borrowings, liabilities (including the liability for the payment of taxes, if any, and for the payment of any pension and other pensionary benefits to the persons employed in relation to its undertakings in India) and obligations of whatever kind of the specified company in relation to its undertakings in India:

Provided that remittances outside India of any money for the payment of pension or other pensionary benefits shall be subject to the rules and regulations for the time being in force in relation to such remittances.

(2) The undertakings in India of "The Burmah Oil Company (India Trading) Limited" shall not include the shares held by the said company in the Tin Plate Company of India Limited, a company as defined in the 1 of 1956 Companies Act, 1956, and having its registered office at 4, Bankshall Street, Calcutta-700001.

(3) The profits earned, or the losses suffered, as the case may be, by each specified company in relation to its undertakings in India from the 1st day of January, 1977, shall be payable to, or, as the case may be, borne by, the Central Government.

(4) Unless otherwise expressly provided by this Act, all deeds, bonds, agreements, powers of attorney, grants of legal representation and other instruments of whatever nature in relation to the undertakings in India of a specified company subsisting or having effect immediately before the appointed day, and to which the specified company is a party or which are in favour of the specified company shall be of as full force and effect against or in favour of the Central Government and may be enforced or acted as fully and effectively as if in the place of the specified company, the Central Government had been a party thereto or as if they had been issued in favour of the Central Government.

(5) If, on the appointed day, any suit, appeal or other proceeding of whatever nature (including proceeding before any authority) in relation to the undertakings in India of a specified company which have been transferred to, and vested in, the Central Government under section 5, is pending by or against that specified company, the same shall not abate, be discontinued or be, in any way, prejudicially affected by reason of the transfer of the undertakings in India of the specified company or of anything contained in this Act but the suit, appeal or other proceeding may be continued, prosecuted and enforced by or against the Central Government.

(6) The Promotion Agreement and Supplemental Agreement entered into on the 14th day of January, 1958 and the 16th day of February, 1959, respectively, to which the Central Government, the Burmah Oil Company and the Assam Oil Company Limited were parties, and the Adopting Agreement and the Second Supplemental Agreement entered into on the 14th day of March, 1959 and the 27th day of July, 1961, respectively, to which the Central Government, the Burmah Oil Company, the Assam Oil Company Limited and Oil India Limited, were parties shall be deemed to have been terminated with effect from the 1st day of January, 1977, and accordingly the rights, liabilities and obligations

arising out of such Agreements shall be deemed to have been extinguished on and from that date:

Provided that clause 12 of the said Second Supplemental Agreement shall, in so far as it relates to the rights, liabilities and obligations of Oil India Limited, continue in force up to and inclusive of the financial year of that company ending on the 31st day of March, 1982.

Special provisions as to certain rights and interests held by the specified companies before the appointed day.

7. (*1*) Every right or interest in respect of any property in India (including a right under any lease or under any right of tenancy or any right under any arrangement to secure any premises for any purpose), which a specified company held, immediately before the appointed day, shall, notwithstanding anything contained in any other law or in any agreement or instrument relating to such right or interest, vest in, and be held by, the Central Government on and after that day on the same terms and conditions on which the specified company would have held it, if no negotiations had taken place for the acquisition by the Central Government of the undertakings in India of the specified company or, as the case may be, if this Act had not been passed.

(*2*) If at any time after the 2nd day of February, 1974 (being the date on which the Central Government's policy for acquiring undertakings engaged in the production, marketing or distribution of petroleum products was made known) and before the appointed day a specified company surrendered or otherwise relinquished any right or interest in respect of any property in India (including a right under any lease or under any right of tenancy or a right under any arrangement to secure any premises for any purposes), then, for the purposes of this Act, notwithstanding anything contained in any other law or in any agreement or instrument relating to such right or interest, the Central Government shall, on and after the appointed day, be entitled to such right or interest on the same terms and conditions on which the specified company would have been entitled to such right or interest if it had not surrendered or otherwise relinquished such right or interest and this Act had not been passed:

Provided that nothing in this sub-section shall apply to any right or interest surrendered or otherwise relinquished by the specified company before the appointed day for sufficient monetary consideration.

(*3*) On the expiry of the term of any lease, tenancy or arrangement referred to in sub-section (*1*) or sub-section (*2*), such lease or tenancy or arrangement shall, if so desired by the Central Government, be renewed or continued, so far as may be, on the same terms and conditions on which the lease or tenancy or arrangement was originally granted or entered into.

Removal of doubts.

8. (*1*) For the removal of doubts, it is hereby declared that the provisions of sections 5, 6 and 7 shall apply to the extent to which any property appertains to the business carried on by each specified company in India; and to the rights and powers acquired, and to debts, liabilities and obligations incurred, and to contracts, agreements and other instruments made, by the specified company in India, and to proceedings relating to those matters pending, in any court or tribunal or before any other authority, in India.

(2) If any question arises as to whether any property appertained, immediately before the appointed day, to any business of a specified company in India or whether any rights, powers, debts, liabilities or obligations were acquired or incurred or any contract, agreement or other instrument was made by a specified company for the purposes of its business in India, or whether any documents relate to those purposes, or whether the provisions of section 7 apply in relation to any property, the question shall be referred to the Central Government which shall, after giving a reasonable opportunity of being heard to the persons interested in the matter, decide it in such manner as it may think fit.

Power of Central Government to direct vesting of the undertakings of specified companies in one or more Government companies.

9. (1) Notwithstanding anything contained in sections 5, 6 and 7, the Central Government may, subject to such terms and conditions as it may think fit to impose, direct, by notification, that the right, title and interest and the liabilities of each specified company in relation to its undertakings in India which have vested in that Government under section 5 shall, instead of continuing to vest in the Central Government, vest in one or more Government companies either on the date of the notification or on such earlier or later date (not being a date earlier than the appointed day) as may be specified in the notification.

(2) When the right, title and interest and the liabilities of a specified company in relation to its undertakings in India vest in one or more Government companies under sub-section (1), all the rights and liabilities of the Central Government in relation to such undertakings shall, on and from the date of such vesting, be deemed to have become the rights and liabilities, respectively, of the Government company or companies.

(3) The provisions of sections 5, 6 and 7 shall, so far as may be, apply in relation to such Government company or companies as they apply in relation to the Central Government and for this purpose references therein to the "Central Government" shall be construed as references to such Government company or companies.

CHAPTER IV

PAYMENT OF AMOUNT

Payment of amount to Burmah Oil Company.

10. (1) For the transfer to, and vesting in, the Central Government under section 3 of the shares of Oil India, and for the transfer to, and vesting in, the Central Government under section 5, of the right, title and interest of each specified company in relation to its undertakings in India, there shall be paid by the Central Government an aggregate amount of rupees twenty-one crores and fifty-six lakhs, free of taxes, to the Burmah Oil Company and such amount shall be allowed to be remitted to that company in one instalment in pound sterling calculated at the rate of exchange in force on the date of such remittance.

(2) Where the amount specified in sub-section (1) is not paid on or before the 15th day of October, 1981 it shall carry simple interest, free of taxes, at the rate of eight per cent. per annum from that date, till the date of its payment.

CHAPTER V

PROVISIONS RELATING TO EMPLOYEES

Transfer of service of existing employees of the specified companies.

11. (*1*) Every whole-time officer or other employee of a specified company who was, immediately before the appointed day, employed by that company in connection with its undertakings in India, and every whole-time officer or other employee of a specified company who was, immediately before the appointed day, temporarily holding any assignment outside India shall, on the appointed day, become an officer or other employee, as the case may be, of the Central Government or the concerned Government company (hereinafter referred to as the successor Government company) in which the right, title and interest of the specified company in relation to its undertakings in India have vested under this Act and shall hold office or service under the Central Government, or the successor Government company, as the case may be, on the same terms and conditions and with the same rights to pension, gratuity and other matters as would have been admissible to him if there had been no such vesting and shall continue to do so unless and until his employment under the Central Government or the successor Government company is duly terminated or until his remuneration and conditions of service are duly altered by the Central Government or the successor Government company.

(*2*) Subject to rules made in this behalf under section 22, every whole-time officer or other employee of Oil India who was, immediately before the appointed day, employed by it in India, and every whole-time officer or other employee of Oil India who was, immediately before the appointed day, temporarily holding any assignment outside India shall, on and from that day, continue to be an officer or other employee of Oil India on the same terms and conditions and with the same rights to pension, gratuity and other matters as are admissible to him immediately before that day and shall continue to hold such office unless and until his employment under Oil India is duly terminated or until his remuneration and conditions of service are duly altered by that company.

(*3*) If any question arises as to whether any person was a whole-time officer or other employee of a specified company, or as to whether any officer or other employee was employed wholly or mainly in connection with the undertakings of that company in India immediately before the appointed day, or whether any whole-time officer or other employee of a specified company was temporarily holding any assignment outside India, the question shall be referred, within a period of two years from the appointed day, to the Central Government which shall, after giving an opportunity of being heard to the person concerned in the matter, decide it in such manner as it thinks fit and such decision shall be final.

(*4*) Notwithstanding anything contained in the Industrial Disputes Act, 1947, the Payment of Gratuity Act, 1972, or in any other law for the time being in force, the transfer of the services of any officer or other employee, under sub-section (*1*), shall not entitle any such officer or other employee to any compensation or gratuity under those Acts or such other law, and no such claim shall be entertained by any court, tribunal or other authority. 14 of 1947. 39 of 1972.

Provident, superannuation, welfare fund, etc.

12. (*1*) Where a provident, superannuation, welfare or other fund has been established by a specified company for the benefit of the persons employed by it in connection with its undertakings in India, or for the benefit of such persons and persons employed by Oil India, the moneys relatable to the employees—

(*a*) whose services are transferred by or under this Act to the Central Government or the successor Government company, or, as the case may be, continued with Oil India, or

(*b*) who are in receipt of pension or other pensionary benefits immediately before the appointed day,

shall, out of the moneys standing, on that day, to the credit of such provident, superannuation, welfare or other fund, stand transferred to, and vested in, the Central Government or the successor Government company, or Oil India, as the case may be, free from any trust that may have been constituted by the specified company in respect thereof.

(*2*) The moneys which stand transferred, under sub-section (*1*), to the Central Government or the successor Government company or Oil India shall be dealt with by the Central Government or that company, or Oil India, as the case may be, in such manner as may be prescribed.

(*3*) The successor Government company or Oil India, as the case may be, shall, as soon as may be after the appointed day, constitute, in respect of the moneys and other assets which are transferred to, and vested in, it under this section, one or more trusts having objects as similar to the objects of the existing trust, as in the circumstances may be practicable; so, however, that the rights and interests of the beneficiaries of the trust referred to in sub-section (*1*) are not, in any way, prejudiced or diminished.

(*4*) Where all the moneys and other assets belonging to an existing trust are transferred to, and vested in, the Central Government, or the successor Government company or Oil India under this section, the trustees of such trust shall, as from the date of such vesting, stand discharged from the trust except as respects things done or omitted to be done before the date of such vesting.

CHAPTER VI

MISCELLANEOUS

Effect of Act on other laws.

13. The provisions of this Act shall have effect notwithstanding anything inconsistent therewith contained in any other law for the time being in force or in any instrument having effect by virtue of any law other than this Act or in any decree or order of any court, tribunal or other authority.

Duty to deliver possession of properties, etc.

14. (*1*) Where any property appertaining to any undertaking in India of a specified company has been transferred to, and vested in, the Central Government or the successor Government company under this Act,—

(*a*) every person in whose possession, custody or control any such property may be, shall, on a demand by the Central Government or the successor Government company, as the case may be, deliver the property to the Central Government or the successor Government company, as the case may be, forthwith;

(*b*) any person who, immediately before such vesting, has in his possession, custody or control any books, documents or other papers relating to the undertakings in India of the specified company, shall be liable to account for the said books, documents and papers to the Central Government or the successor Government company, as the case may be, and shall deliver them up to the Central Government or that company or to such person as the Central Government or that company may authorise in this behalf.

(*2*) Without prejudice to the other provisions contained in this section, it shall be lawful for the Central Government or the successor Government company to take all necessary steps for taking possession of all properties, which have been transferred to, and vested in, it under this Act.

Contracts to continue unless terminated by Central Government.

15. (*1*) Every contract, other than an Agreement referred to in sub-section (*6*) of section 6, entered into by a specified company for any service, sale or supply in India, and in force immediately before the appointed day, shall, unless terminated under sub-section (*2*), within a period of two years from the appointed day, continue to be of full force and effect against or in favour of the Central Government or, as the case may be, the successor Government company.

(*2*) The Central Government may, if it is satisfied that any contract referred to in sub-section (*1*) is unduly onerous or has been entered into in bad faith or is detrimental to the interests of that Government or the successor Government company, as the case may be, by order in writing, either terminate such contract or make such alterations or modifications therein as it may think fit:

Provided that the Central Government shall not terminate any contract or make any alteration or modification therein except after giving to the parties to the contract, a reasonable opportunity of being heard and except after recording in writing, its reasons for such termination, alteration or modification, as the case may be.

Penalties.

16. Any person who,—

(*a*) having in his possession, custody or control any property forming part of any undertaking in India of a specified company, wrongfully withholds such property from the Central Government or the successor Government company; or

(*b*) wrongfully obtains possession of or retains any property forming part of any undertaking in India of a specified company; or

(*c*) wilfully withholds or fails to furnish to the Central Government or the successor Government company or any person specified by the Central Government or that company, any books, documents or other papers relating to any undertaking in India of a specified company which may be in his possession, custody or control; or

(*d*) fails to deliver to the Central Government or the successor Government company, any assets, books of account, registers or other documents in his possession, custody or control relating to any undertaking in India of a specified company; or

(*e*) wrongfully removes or destroys any property forming part of any undertaking in India of a specified company,

shall be punishable with imprisonment for a term which may extend to two years, or with fine which may extend to ten thousand rupees, or with both.

Offences by companies.

17. (*1*) Where an offence under this Act has been committed by a company, every person who, at the time the offence was committed was in charge of, and was responsible to, the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable to any punishment, if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

(*2*) Notwithstanding anything contained in sub-section (*1*), where any offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of, or is attributable to any neglect on the part of, any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall be deemed to be guilty of that offence and shall be liable to be proceeded against and punished accordingly.

Explanation.—For the purposes of this section—

(*a*) "company" means any body corporate and includes a firm or other association of individuals; and

(*b*) "director", in relation to a firm, means a partner in the firm.

Protection of action taken in good faith.

18. No suit, prosecution or other legal proceeding shall lie against the Central Government or the successor Government company or any of its officers or other employees for anything which is in good faith done or intended to be done under this Act.

Cognizance of offences.

2 of 1974.

19. Notwithstanding anything contained in the Code of Criminal Procedure, 1973, no court shall take cognizance of any offence against this Act except on a complaint, in writing, made by the Central Government or any officer authorised in this behalf by that Government.

Indemnity.

20. Every officer of the Central Government and every officer or other employee of the successor Government company shall be indemnified by the Central Government or the successor Government company, as the case may be, against all losses and expenses incurred by him in, or in relation to, the discharge of his duties under this Act except such as have been caused by his own wilful act or default.

Power to remove difficulties.

21. If any difficulty arises in giving effect to the provisions of this Act, the Central Government may, by order, not inconsistent with the provisions of this Act, remove the difficulty:

Provided that no such order shall be made after the expiry of a period of two years from the appointed day.

Power to make rules.

22. (*1*) The Central Government may, by notification, make rules to carry out the provisions of this Act.

(2) Every rule made by the Central Government under this Act shall be laid, as soon as may be after it is made, before each House of Parliament, while it is in session, for a total period of thirty days which may be comprised in one session or in two or more successive sessions, and if, before the expiry of the session immediately following the session or the successive sessions aforesaid, both Houses agree in making any modification in the rule or both Houses agree that the rule should not be made, the rule shall thereafter have effect only in such modified form or be of no effect, as the case may be; so, however, that any such modification or annulment shall be without prejudice to the validity of anything previously done under that rule.

ডিগবই বাতৰি

Digboi Batori

House Journal of the Assam Oil Company

VOL. IV DIGBOI, MAY 1957 No. 5

SUPPORT YOUR TEAM IN THE SOCCER LEAGUE THIS MONTH

27 WELLS IN FOUR YEARS

Steady Progress In New Oil Areas Of Upper Assam

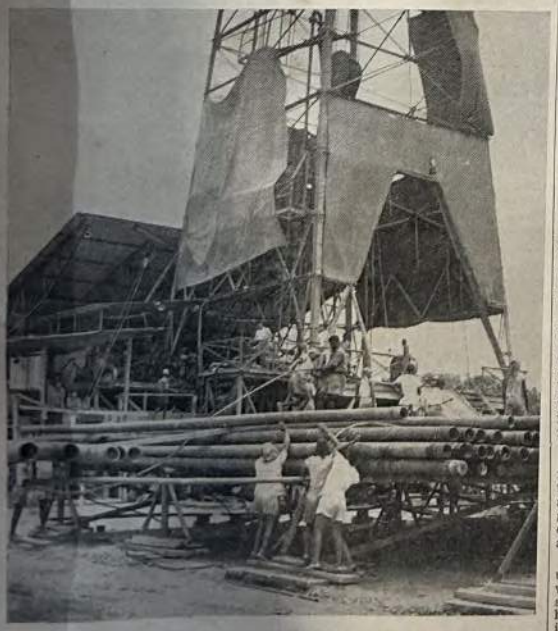
FOUR YEARS AGO this month the Assam Oil Company struck oil in a deep test well at Nahorkatiya. Today the number of wells completed by its drillers in the Assam Valley—at Nahorkatiya, Hugrijan and Moran—is 27. Still the work goes on, and several more locations have been chosen for drilling in the fifth year of the company's programme of exploration and development.

The anniversary of the Nahorkatiya discovery, which brought about a profound change in the picture of India's indigenous oil prospects, coincides with plans, now largely agreed, to set up a **new** company for the full-scale operation of Assam Valley oil. In this great venture the Government of India and The Burmah Oil Company Ltd. (owners of the Assam Oil Company Ltd.) would be partners.

Drilling Achievements

The achievement in the number of wells completed in the past four years is matched by improvements in the speed of drilling. The discovery well (Nahorkatiya No. 1) took nearly a year to drill. No. 2 took 98 days. The sixth took 51 days. Nahorkatiya No. 17 was completed in 27 days. Given no "fishing jobs" (broken drill pipe or tools stuck in the hole) or other delays AOC drillers can complete a two-mile-deep well in less than a month.

(Continued on page 2, col. 5)

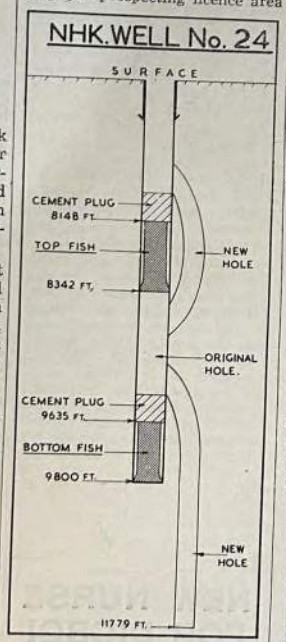


The Story Of Well No. 24

Drilling a well two miles deep into the earth's rocks in search of oil is no easy matter, and Nahorkatiya Well No. 24 has recently shown some of the troubles, called "fishing jobs," that drillers may encounter in every deep well.

Fortunately the difficulties in this particular well have now been overcome—and this is the story.

Drilling at No. 24, which is near Kathalguri village in the Hugrijan prospecting licence area of Upper Assam, started on 22nd January. Before a depth of 2,000 feet had been reached a component of the drill pipe twisted-off and fell to the bottom of the hole. After two efforts the lost "fish" was recovered with special tools and drilling began again.



No more trouble was experienced until the hole was 9 800 feet deep. Then another twist-off occurred, leaving the drill bit and four drill collars (heavy sections of pipe placed immediately above the bit to give it weight) at the bottom of the hole. Total length of this fish: 165 feet. Weight: Four-and-a half tons.

Again the drillers pulled the remainder of the drill pipe out of the hole, attached a recovery tool, and lowered it down the well to grab the fish. But now the recovery tool stuck in the hole, at a depth around 8,300 feet.

Attempts to free the tool were unsuccessful, so the drill pipe to which it was attached was unscrewed and pulled out of the hole, leaving a fish 200 feet long inside.

There were thus two fish in the well, separated from each other by 1,300 feet of empty hole.

(Continued on page 5, col. 5)

NEW COMPANY FOR ASSAM OIL

Cordial Discussions End In General Agreement

GENERAL AGREEMENT has been reached between the Government of India and the Burmah Oil and Assam Oil companies about the formation of a new company, it was officially announced in New Delhi on 17th April.

The text of the joint statement issued is as follows:—

> 'Discussions have been held since 6th April between representatives of the Government of India and the Burmah Oil Company on the subject of the formation of a rupee company for the exploitation of oil in Assam and have been concluded today. The discussions have been held throughout in a most cordial atmosphere and general agreement has been reached between the parties which will now be referred to the Cabinet and to the Board of Directors of the Burmah Oil Company respectively."

Mr. A. C. Gowan, AOC Representative in Delhi, writes:—Mr. R. P. Smith, Assistant Managing Director of The Burmah Oil Company Ltd., arrived by air from London with Mr. J. A. Drysdale and Mr. G. B. Watt on 5th April, and discussions with the Natural Resources Ministry and the Oil Negotiating Committee started on the following day. Mr. K. B. Kanuga from Digboi, and our legal adviser, arrived in New Delhi on 7th April.

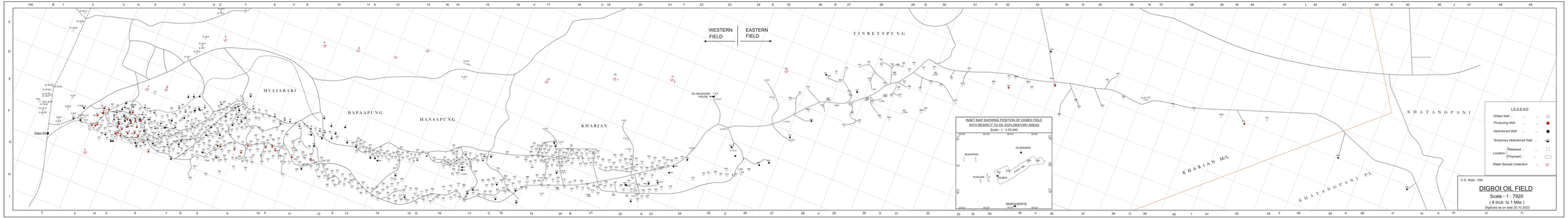
Essentials Agreed

Contrary to what was said in the daily Press, the Assam Oil Company never attempted to back out of these negotiations, nor was there any deadlock during the talks which continued without interruption until 17th April when, at 9 p.m., we were able to submit to Government the finally revised draft Memorandum of Agreement containing all the essential provisions for the formation of the new company as agreed between Government and ourselves.

Mr. Smith and Mr. Drysdale left for London by air on 18th April. Each is likely to return soon to Delhi to finalize details prior to the actual signing of

(Continued on page 3, col. 1)

"NEW COMPANY" TALKS.—A photograph taken in the Secretariat, New Delhi, during last month's negotiations on the formation of a rupee company to work Assam Valley oil. Seated before Sri R. K. Ramadhyani, I.C.S., Secretary of the Ministry of Natural Resources, are (from left) Mr. R. P. Smith, Mr. J. A. Drysdale, and Mr. A. C. Gowan.


WESTERN FIELD
EASTERN FIELD
MULIABARI
BAPAAPUNG
HANSAPUNG
KHARJAN
TINRETTPUNG
KHATANGPANI
KHARJAN M/L
KHATANGPANI P/L
OIL MAGAZINE
HOUSE
Digboi RS
INSET MAP SHOWING POSITION OF DIGBOI FIELD
WITH RESPECT TO OIL EXPLORATORY AREAS
Scale - 1 : 2,53,440
BOGAPANI
DUARMARA
KUSUMA
DIGBOI
MARGHERITA
LEGEND
Drilled Well ...
Producing Well
Abandoned Well
Temporary Abandoned Well ...
Location
Released ...
Proposed ...
Water Sample Collection
C.G. Note - 254
DIGBOI OIL FIELD
Scale - 1 : 7920
(8 Inch. to 1 Mile)
Digitized as on date 20.10.2023

Government of Assam
Office of the Divisional Forest Officer
Digboi Division: Digboi

Ph.No.03751264433 Email ID: dfodigboi@gmail.com

Letter No. B/NGT/2022/ 2743-45 Dated: 16-11-2022

To,

1. The Resident Chief Executive, Oil India Limited, Duliajan
2. The Executive Director, Indian Oil Corporation Limited (AOD), Digboi
3. The Chairman, Digboi Town Committee

Sub:- Civil Appeal 9710-9711/2018, Coal India Ltd.-Vs-Dr. Kashmira Kakati & Ors. in the Supreme Court of India-reg.

Ref:- The Scientist 'E' (Project Elephant), Ministry of Environment, Forests & Climate Change, Govt. of India's letter F. No. 6-16/2021-PE-Part (1) dt. 04/10/2022.

Sir,

In inviting a reference to the subject cited above, I am forwarding herewith a copy of the letter mentioned under reference received from the Scientist 'E' (Project Elephant), Ministry of Environment, Forests & Climate Change, Govt. of India regarding the Civil Appeal No. 9710-9711/2018 (Coal India Ltd.)-Vs-Dr. Kashmira Kakati & Ors.

In this regard, being the respondent of the Civil Appeal, you are requested to kindly provide the requisite information/documents on the point No. (a) & (c) respectively contained in the letter referred above in respect of your establishment for further necessary action.

Your early action in this regard is highly appreciated.

Enclo:- As above.

Yours faithfully

16/11/2022

(T.C.Ranjith Ram, IFS)
Divisional Forest Officer
Digboi Division, Digboi

Safety & Environment Deptt. RECEIVED ON Oil India Limited, Duliajan
1458
17/11/22

आवासी मुख्य कार्यपालक का कार्यालय
RCE'S OFFICE
4131
17 NOV 2022
ऑयल इंडिया लिमिटेड, दुलियाजान
OIL INDIA LTD., DULIAJAN

DOCUMENT 22

F.No. 6-16/2021-PE-Part(1)
Government of India/ भारत सरकार
Ministry of Environment, Forests & Climate Change/ पर्यावरण, वन और जलवायु परिवर्तन मंत्रालय
(Project Elephant Division/हाथी परियोजना विभाग)
****

6th Floor, Vayu Wing,
Indira Paryavaran Bhawan,
Jor Bagh Road, Aliganj,
New Delhi-110003

Dated 04.10.2022

To,
The Divisional Forest Officer,
Digboi Forest Division &
Dihing Patkai National Park
Forest Department, Assam,

Sub:- Civil Appeal 9710-9711 of 2018, Coal India Limited Vs. Dr Kashmira kakati & Ors in the Supreme Court of India – reg.

Sir,

With reference to the Order dated 10.08.22 in Civil Appeal 9710-9711 of 2018, *Coal India Limited Vs Dr Kashmira Kakati & Ors*, the Supreme Court of India had asked the Ministry of Environment, Forest and Climate Change to conduct an inquiry and furnish a report thereon in compliance of the National Green Tribunal's Order (i.e., Order dated 08.12.2017 in the matter of *Dr Kashmira Kakati Vs Union of India and others (OA 19/2014)*, after taking assistance from Respondent no 3 *(Principal Chief Conservator of Forests and Chief Wildlife Warden)*) and 4 (*Assam State Pollution Control Board*).

a) Details (location, number of sites, geo-coordinates, area, and map) of dumping the waste with geographical location/geo coordinates by the Digboi municipality, Indian Oil Corporation Ltd and Oil India ltd.
b) Division wise elephant census carried out after 2017.
c) Details (location, number of pits, geo-coordinates, area, and map) of open sludge pits oil pits and contaminated water bodies in and around the Dihing Patkai Elephant Reserve.

You are hereby requested to kindly provide the above information within two days.

Yours faithfully,

(Dr. K. Muthamizh Selvan)

Scientist 'E' (Project Elephant)
Email id: km.selvan@gov.in
Telephone No. 011-24695067

Copy to:

Principal Chief Conservator of Forest, Government of Assam.

ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम) पंजीकृत कार्यालय : दुलियाजान, असम
Oil India Limited
(A Government of India Enterprise) Registered Office : Duliajan, Assam
पूर्वी परिसंपत्ति, डिगबोई
EASTERN ASSET, DIGBOI

P.O. : DIGBOI-786171
DIST. : TINSUKIA, ASSAM
e-mail : digboi@oilindia.in

Ref. No. AM/EA/E24/641/2022

Date: 28.11.2022

To,

Divisional Forest Officer

Digboi Division, Digboi

Sub: Civil Appeal 9710-9711/2018, Coal India Ltd.-Vs-Dr. Kashmira Kakati & Ors. in the Supreme Court of India-reg.

Ref: Letter No.: (i) F.No. 6-16/2021-PE-Part (1) dt. 04.10.2022 (copy enclosed).
(ii) B/NGT/2022/2743-45 dt. 16.11.2022 (copy enclosed)

Sir,

With reference to the above-mentioned subject and in response to your letter no.: B/NGT/2022/2743-45, regarding point no. (c) of letter no.: F.No. 6-16/2021-PE-Part (1) please find the attached document containing:

1. Details (Latitude & Longitude) of Natural & Artificial Pits in Digboi Oil Field.

2. Map showing location of pits.

Sanjay Verma

Sanjay Verma
ED (Asset Manager)-EA
Oil India Limited

Asset Manager
Eastern Asset

Copy: RCE-OIL
CGM-HSE

Encl.: As above

Gmail

Yashita Rastogi <yashitarastogi.trustlegal@gmail.com>

Reg: O.A. No. 19/2014 II Dr. Kashmira Kakati Vs Union of India & Ors.

1 message

Yashita Rastogi <yashitarastogi.trustlegal@gmail.com> Fri, Apr 5, 2024 at 7:59 PM
To: admin@eldfindia.com, secy-moef@nic.in, cs-assam@nic.in
Cc: PETAL CHANDHOK <petalchandhok@trustlegal.in>

Dear Sir/ Ma'am,

We write under instructions from and on behalf of our client, Oil India Limited, i.e.the Respondent No. 7 in the captioned matter.

We are filing a Response on behalf of Respondent No. 7 in the above said matter.

A copy of the Response on behalf of Respondent No. 7 is attached herewith for your necessary purpose.

Please note that by way of this instant email we are effectuating prior service of the Response on behalf of Respondent No. 7 onto you.

Regards,

OIL Response for Respondent No 7.pdf

Yashita Rastogi
Advocate
Associate

TRUST LEGAL ADVOCATES & CONSULTANTS

Trust Legal House
D-415, Defence Colony, New Delhi, 110024

+91- 8800255060
(+91 11) 405 25619 | 450 02389
435 60349 | 435 5349
www.trustlegal.in

RSG Ranked 37th Top India Law Firms 2019

INDIA BUSINESS LAW DIRECTORY Included in 50 leading commercial law firms 2015 & 2019 Hong Kong

IR GLOBAL THE LARGEST PROFESSIONAL SERVICE NETWORK

INDIA BUSINESS LAW JOURNAL AWARD WINNING LAW FIRM 2022

INDIA BUSINESS LAW JOURNAL AWARD WINNING LAW FIRM 2021

INDIA BUSINESS LAW JOURNAL AWARD WINNING LAW FIRM 2020

Awarded in the category of Environment, India Business Law Journal 2022, 2021 and 2020
Ranked 37th in the RSG Top 50 India Law Firms, 2019
Included in 50 leading commercial law firms in India, India Business Law Journal
(2019 and 2015 Editions, Hong Kong)
Member Law Firm - India, IR Global