

## SECTION – I

### INTRODUCTION AND GENERAL TERMS

#### **0.0 PREAMBLE**

- 1.1 Rajasthan Project of Oil India Limited (OIL), a Govt. of India Enterprises, is engaged in the exploration and production of natural gas from the Jaisalmer Basin and exploration for oil in Bikaner-Nagaur Basin of Western Rajasthan, India.
- 1.2 In connection with its exploration activities, OIL INDIA LIMITED (OIL) hereby invites competitive bids from interested eligible indigenous firms under **Single Stage Composite Bidding System (Techno-Commercial bids)** for undertaking **Environmental Impact Assessment (EIA) Studies** in two NELP Blocks (NELP-VI) prior to Seismic Survey , Drilling and Production Testing. Block No. RJ-ONN-2004/2 covering a total area of 2196 Sq. Km. is located in the district of Bikaner and Block No. RJ-ONN-2004/3 covering a total area of 1330 Sq. Km. is in the district of Jaisalmer in western Rajasthan. The Scope of work and other Terms and conditions of this tender are furnished in details in this tender document.
- 1.3 The bidders are expected to examine all instructions, forms, terms and specifications of the tender. Failure to furnish all required information or submission of a Bid not substantially responsive to the Bid Document in every respect will be at Bidder's risk and may result in rejection of its Bid.

#### **3.0 PERIOD OF VALIDITY OF BIDS**

Bids shall remain valid for 120 days from the date of Bid opening. Bids having shorter period of validity will be liable for rejection.

#### **4.0 FORMAT AND SIGNING OF BID**

- 4.1 The bidder shall prepare three copies of bid clearly marking each "Original Bid" and "Copy of Bid", as appropriate. In the event of any discrepancy between the 'Original' and 'Copy', the 'Original' shall prevail.
- 4.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorised to bind the bidder to the Agreement. The authorisation shall be indicated by written power of Attorney accompanying the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid
- 4.3 The Bid should contain no interlineations, erasures, use of white fluid or overwriting.

#### **5.0 SUBMISSION OF BIDS**

- 5.1 This tender is being processed under **Single stage composite bid procedure**. Bidders shall submit their Techno-Commercial bid with price details in sealed envelope in triplicate, not later than 15.00 Hrs. (IST) on the Bid closing date at the Company's address given in the Forwarding Letter.

- 5.2 The Original and each copy of the bid should be sealed in an inner and outer envelope duly marking the envelopes as 'Original' and 'Copy'.
- 5.3 The inner and outer envelope containing the Bid should be sealed and should bear the following on the left hand top corner:
- i) Company's Enquiry (Tender) Number : **JCO 6945 L08**
  - ii) Bid Closing Date & Time : **27<sup>th</sup> November' 2007 ( 15:00 Hrs. IST )**
  - iii) Bidder's Name and address :
- 5.4 If the outer envelope is not sealed and marked as explained above, the Company will assume no responsibility for misplacement of the Bid or premature opening of the bid submitted. Any bid consequently opened prematurely will be rejected and will be returned to the bidder.
- 5.5 Timely delivery of the bid is the responsibility of the Bidder. Offers should be sent as far as possible by Registered post. Company will not be responsible for any postal delay.
- 5.6 Telex/Cable/Fax /Email offers will not be accepted.
- 6.0 LATE BIDS**
- 6.1 Any Bid received by Company after the scheduled bid closing date and time will be rejected and returned unopened to the bidder.
- 7.0 OPENING OF BIDS BY COMPANY**
- 7.1 Company will open the Bids on the bid opening date at 15.15 Hrs (IST). This being limited tender of small value, representative of bidders will not be allowed to attend the bid opening.
- 8.0 PRELIMINARY EXAMINATION**
- 8.1 Company will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Bids are generally in order.
- 8.2 If there is a discrepancy between words and figures in the prices offered, the amount in words shall prevail.
- 8.3 A Bid determined as substantially non-responsive will be rejected by Company.
- 9.0 REJECTION OF BID**
- 9.1 Company reserves the right to accept or reject all Bids and to annul the bidding process and reject all Bids, at any time prior to award of Agreement, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder or bidders of the grounds for Company's action.
- 10.0 AWARD OF AGREEMENT**
- 10.1 The Company will award the Agreement to the bidder, whose Bid has been determined to be substantially responsive and to have offered the lowest evaluated cost, provided further that the bidder is determined by the company to be qualified to perform the Agreement satisfactorily.

**11.0 NOTIFICATION OF AWARD OF AGREEMENT**

11.1 Prior to the expiry of the period of Bid validity, Company will notify the successful bidder in writing through letter/ fax that its Bid has been accepted.

11.2 The notification of award will constitute the formation of the Agreement.

**12.0 SIGNING OF AGREEMENT**

12.1 After Company notifies the successful bidder that its Bid has been accepted, Company will send to the successful bidder, the Draft Agreement incorporating all agreements between the parties.

12.2 Within 10 days of receipt of the Draft Agreement document, the successful bidder shall return it to Company with their comments on it, if any and shall depute their authorised person having Power of Attorney to the office of OIL INDIA LIMITED at Jodhpur to sign the Agreement.

13.0 The bid documents are not transferable. Offers received from the Bidders who have not been issued the Bid Documents by the Company will be rejected outright.

**( END OF SECTION-I )**

## SECTION-II

### TERMS OF REFERENCE / SCOPE OF WORK

#### 1.0 Project Information:

OIL INDIA LIMITED plans to engage a competitive indigenous Contractor/Service Provider to carry out an Environmental Impact assessment (EIA) Study prior to Seismic Survey and Drilling of twenty (20) exploratory wells in the exploration blocks RJ-ONN-2004/2 and RJ-ONN-2004/3, located in the districts of Jaisalmer and Bikaner in Rajasthan. The seismic survey will be carried out using Vibrosies as an energy source. The Scope of work for the intended EIA Study is described hereunder.

#### 2.0 Basic Information of the Area:

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

Name of Block	RJ-ONN-2004/2	RJ-ONN-2004/3
Total Area in Sq. Km.	2196	1330
<b>Area for EIA Study in Sq. Km.</b>	<b>700</b>	<b>611</b>
Area earmarked for 2-D Seismic Survey	250 GLKM	300 GLKM
Area earmarked for 3-D seismic Survey	700 Sq. Km.	611 Sq. Km.
No. of wells to be drilled	12	08
Location (Name of District)	Bikaner	Jaisalmer
Forest Cover	No Forest	No Forest
Communication/accessibility	By Rail up to Bikaner	By Rail up to Jaisalmer

- (a) Block No. RJ-ONN-2004/2 falls in the district of Bikaner having a total area of 2196 Sq. KM, out of which the EIA Study needs to be carried out in 700 Sq. Km only.
- (b) Block No. RJ-ONN-2004/3 falls in the district of Jaisalmer having a total area of 1330 Sq. Km, out of which the EIA Study needs to be carried out in 611 Sq. Km only.
- (c) In above two blocks, the activities to be carried out by OIL are as under
- (i) 2-D as well as 3-D Seismic Survey
  - (ii) Gravity–Magnetic Survey
  - (iii) Geochemical Survey
  - (iv) Drilling of Exploratory wells and Production Testing
- (d) The entire area of both above blocks falls in the Great Thar Desert, bordering Pakistan. The soil is sandy and arid, practically devoid of forest and very thinly populated.

(e) The Geographical Co-ordinates of the Blocks will be as under;

(i) **BLOCK RJ-ONN-2004/2:**

Point	Longitude			Latitude		
	Degree	Minute	Second	Degree	Minute	Second
A	71	58	24	27	52	08
B	71	67	09	27	56	23
C	72	00	09	28	02	57
D	72	14	35	28	16	50
E	72	22	40	28	08	10
F	72	31	30	28	15	00
G	72	40	30	28	05	00
H	72	10	00	27	43	45
I	72	05	00	27	48	30
J	72	09	48	27	52	28
A	71	58	24	27	52	08

(ii) **BLOCK RJ-ONN-2004/3:**

Point	Longitude			Latitude		
	Degree	Minute	Second	Degree	Minute	Second
A	71	36	51	27	31	56
B	71	21	13	27	49	38
C	71	39	27	27	49	33
D	71	43	39	27	49	33
E	71	57	09	27	56	12
F	71	58	24	27	52	08
G	71	52	49	27	48	08
H	71	57	33	27	43	41
I	71	49	30	27	36	30
A	71	36	51	27	31	56

**3.0 Objectives :**

3.1 The Contractor is required to collect the baseline data from the fields and examine/analyse the environmental issues that may arise due to the field work related to seismic survey, drilling and production testing of exploratory wells in these blocks and their likely impact. The Contractor will then submit a detailed report to OIL INDIA LIMITED suggesting/recommending the ways and means to reduce the potentially adverse impact on the environment, appropriate mitigative measures in an Environment Management Action Plan (EMAP). In view of hazardous nature of operation, EIA Study should also include Risk Assessment and Emergency Planning. The study will have to be conducted as per the guidelines laid down by the Ministry of Environment and Forest in order to conform to environmental, ecological and social considerations.

3.2 The Contractor shall have to undertake all the jobs/activities as mentioned herein and must ensure that the methodology followed during the study and the reports be submitted in accordance with the objectives of National Environment Policy vide EIA Notification dated 14<sup>th</sup> September, 2006 and other procedures/guidelines as per various notifications issued by Central/State Government authorities from time to time.

#### 4.0 Description of job:

The Contractor shall cause a person or persons with special knowledge on environmental matters, to carry out environmental Impact Assessment studies in order :

- a) to determine the prevailing situation relating to the environment, human beings and local communities, the flora and fauna in and around the area and in the adjoining or neighbouring areas.
- b) to establish the likely effect on the environment, human beings and local communities, the flora and fauna in the area and in the adjoining or neighbouring areas in consequence of Seismic (using Vibrosies method) GM and Geochemical Surveys and drilling operations to be conducted by Oil India Limited and to submit for consideration by Oil India Limited, methods and measures contemplated as mentioned in **Annexure-I** for minimizing Environmental Damage and carrying out Site Restoration activities.
- c) Contractor shall carryout the aforementioned study before commencement of seismic survey and drilling operation.
- d) Environmental Impact Assessment Study includes collection of primary and secondary baseline data through field investigations, environmental monitoring and from secondary sources viz; maps, reports and scientific literature etc. The collected data then be analysed for identification of impacts and arrive at cost effective mitigation measures. The overall activities that are needed to be studied for each environmental component are described briefly as under (as per the Terms of Reference of the PSC);
  1. Potable water monitoring in the vicinity.
  2. Air Pollution quality monitoring.
  3. Flora and Fauna in the area, if any.
  4. Socio-economic study.
  5. Source of Air Pollution.
  6. Source of Water Pollution.
  7. Source of Hazardous waste.
  8. Quality, quantity and treatment of the item No. 5, 6, 7 and its disposals/remedies
- e) The Study should be carried out as per following Terms of reference (TOR) already approved by the Ministry of Environment and Forest and the results/observations thereof must be incorporated in the report.

##### (i) Topography & Physiography

- The recording of relief of terrain, the tree dimensional quality of the surface and identification of specific landforms.
- Assessment of impact of the Project on nearby parks, sanctuaries, reserve forests or ecologically sensitive area/habitat, if any.

- Assessment of potential impacts on eco-system due to the proposed activities.
- Delineation of measures for protection of wildlife and conservation of trees.

**(ii) Soil**

- Study of existing vegetation, forestry, wasteland, if any.
- Assessment of generation of solid and hazardous waste and its characteristics from drilling operation.
- Suggestion of measures for treatment and disposal of solid and hazardous wastes.

**(iii) Water Resources & Quality**

- Study of water quality and quantity of nearby source/drains
- Assessment of waste water characteristics and quantity of effluent to be discharged from the proposed work.
- Suggestion of suitable measures for prevention and control of water pollution.

**(iv) Climatology & Meteorology**

- Study of climate, scientifically defined as weather conditions averaged over a period of time in the area.
- To assess the weather conditions in the area.

**(v) Ambient Air Quality**

- Assessment of existing levels of ambient air quality parameters, suspended particulate matter (SPM) and respirable particulate matters (RPM). SO<sub>2</sub>, NO<sub>x</sub>, CO etc. in ambient air.
- Collection of meteorological data viz; wind speed, wind direction, temperature, rainfall etc.
- Estimation and computation of air emission resulting out of drilling operation.
- Evaluation of the adequacy of the proposed pollution control measures to meet air quality emission standards.

**(vi) Noise**

- Measurement of Noise level at drilling locations.
- Estimations of noise levels due to operation of vibrators and drilling rig and their associated equipment and vehicular movements.
- Prediction and evaluation of impacts due to increase in noise level arising out of the proposed activities on the surrounding environment.

**(vii) Biological Environment & Socio-Economic Environment**

- Assessment of impacts on places of historic/archeological importance and aesthetic impairment, if any.
- Assessment of labour requirement and employment potential for local population.

**(viii) Any other Studies**

Any other studies that may be so necessary to meet statutory requirement of the MOE&F.

- f) To prepare an Environmental Management Plan (EMP) outlining preventive and control strategies for minimizing adverse impact on environment due to aforesaid activities to be undertaken. The EMP should include a set of recommendations for air, noise, water and soil quality management, solid and hazardous waste management, conservation of wildlife and forest protection during the ongoing drilling and testing activities. The EMP should include all other aspects as specified under the TOR.
- g) To prepare a draft EIA and EMP report.
- h) To assist OIL INDIA LIMITED in all the formalities including submission of application with draft EIA & EMP reports to MOE&F. To make presentation to Expert Appraisal Committee of MOE&F and on categorical recommendations, if any, from the Expert Appraisal Committee. The Final EIA and EMP reports to be submitted for Environmental clearance (EC) and necessary follow-up to be done by the Contractor for obtaining EC from MOE&F.
- i) To assist OIL INDIA LIMITED in all formalities including submission of application for obtaining No Objection Certificate (NOC) from Rajasthan State Pollution Control Board (RSPCB) under Water and Air Act for carrying out the intender Drilling operations at all twenty (20) locations and necessary follow-up to be done by the Contractor to ensure NOC within the stipulated time frame. **OIL will pay all necessary statutory fees for applications to RSPCB/MOE&F.**
- j) The Contractor shall complete the work and submit five (5) hard copies of Draft Report to OIL within five (5) months from the date of issue of LOI.
- k) Presentation to the MOE&F and submission of Final Reports, after incorporating recommendations of the Expert Appraisal Committee, if any, and thereafter obtaining the Environmental Clearance (EC) to be completed within three (3) months from the date of submission of Draft Reports and presentation to OIL.
- l) The Contractor should submit Six (6) hard copies of FINAL EIA and EMP Reports of each block (Study Area) separately, in bound volumes and also in soft copies in CD/VCD prior to submission of application for EC.
- m) The Contractor shall obtain No Objection Certificates (NOC) under Water and Air Act from the RSPCB for all 20 drilling locations within two (2) months from the date of identification and release of said locations by OIL after obtaining EC from the MOE&F. It is expected that the formalities of identification/release of prospective locations by OIL will be done within a maximum of two (2) months from the date of receipt of EC. Therefore, it can be safely assumed that OIL will provide the information about the locations and all land related documents within two months of receipt of EC and Contractor has to apply for NOC to RSPCB immediately. Thereafter, Contractor must liaise with RSPCB and ensure that the requisite NOC is received within two months from the date OIL furnishes the documents/information..

## 5.0 Time Frame :

The Contractor is required to complete its contractual obligations in three (3) phases as detailed under;

**Phase – I** : EIA Study including submission of Draft Reports& presentation to OIL should be completed in five (5) months from the date of LOI/award of contract.

**Phase – II** : Obtaining Environmental Clearance (EC) from MOE&F should be completed within three (3) months from the date of submission of Draft Reports and presentation on the same to OIL. During the process, OIL will depute competent personnel, if presence of such Company personnel is statutorily required.

**Phase – III** : Obtaining NOC from RSPCB under Water and Air Act in association with OIL should be completed within two (2) months from the date of receipt of all related information on location and land related documents from OIL. During the process, OIL will depute competent personnel, if presence of such Company personnel is statutorily required.

5.1 To ensure compliance to above mentioned timeframe, the job executions are preferred as under;

Activities	Time schedule
<b>PHASE – I : EIA STUDY</b>	
(a) Mobilisation and setting up of Monitoring station at site.	Within two (2) weeks of issue of LOI by OIL.
(b) Data collection (Primary and Secondary) and analysis (air, water, soil, sediment, ecology etc.). Preparation of Draft Reports for the two blocks separately and submission of five (5) hard copies to OIL.	Within sixteen (16) Weeks from the date of issue of LOI by OIL.
(c) Presentation on the Draft Reports at Jodhpur for OIL's views/suggestions.	Within four (4) weeks from the date of submission of Draft reports.
<b>PHASE – II : ENVIRONMENTAL CLEARANCE</b>	
(a) Preparing all documents including application to the MOE&F alongwith Draft Reports for consideration of EC after incorporating comments/ views of OIL, if any.	Within two (2) weeks from the date of presentation/recommendation by OIL.
(b) Making presentation to the MOE&F, if required, and submission of six (6) hard bound copies of Final EIA and EMP Reports to OIL after incorporating recommendation of Expert Appraisal Committee, if any.	Within eight (8) weeks after the date of submission of application and Draft reports to the MOE&F.
(c) Subsequent follow-up for obtaining EC from the MOE&F.	Within two (2) weeks from the date of presentation to Expert Appraisal Committee.

<b>PHASE – III : NOC FROM RSPCB</b>	
(a) Preparing all documents including application for obtaining NOC from RSPCB under Water and Air Act for twenty (20) drilling locations after identification/release of these locations by OIL.	Within four (4) weeks from the date of receipt of information regarding prospective locations and land related documents from OIL. It is expected that within eight (8) weeks of receipt of EC, OIL will provide all these information/documents.
(b) Subsequent follow-up with RSPCB and obtaining NOC.	Within four (4) weeks from submission of application.

**NOTE : The MOE&F has already exempted Public Hearing for the study areas of these two Blocks.**

#### **6.0 Role of OIL INDIA LIMITED**

- (a) OIL will provide the technical details of the proposed survey, drilling and production testing activities planned for the study area for inclusion in the Reports. Further, Company will also provide other administrative input and assistance, wherever possible and as may be required for timely completion of the study.
- (b) Necessary Fees, as statutorily required for EC and NOC will be paid by OIL.
- (c) Land Documents from District Authorities will be provided by OIL.

#### **7.0 Deliverables / Reports**

- (a) **Draft Reports :** Contractor must submit five (5) copies of Draft Reports to Company within sixteen (16) weeks from the date of issue of LOI.
- (b) **Presentation :** Contractor must give presentation on their Draft Report at Jodhpur to OIL Officials within four (4) weeks of submission of the same and incorporate the views/suggestions of OIL in the Draft Reports before submitting the same to the MOE&F.
- (c) **Final Reports :** Six (6) bound volumes of Hard Copies of the Final Reports after incorporating the comments/suggestions of the Expert Appraisal Committee must be submitted to OIL alongwith two (2) soft copies of the same in CD/VCD.
- (d) **Copies of applications for EC from the MOE&F and NOC from the RSPCB :** One copy each of these applications must be submitted to OIL.
- (e) **EC and NOC :** Environmental Clearance (EC) and No Objection Certificates in original from MOE& F and RSPCB respectively.

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

- (a) The bidders are required to submit the details of their technical competence and past experience in undertaking similar jobs, particularly experience in connection with oil and gas exploration projects.
- (b) Bidders must ensure that they can supply all the necessary items, infrastructure and personnel to fully support the operations and achieve the given objectives of the scope of work. Specifications if any, and in general include but are not limited to supplying all personnel, equipment and services, furnishing of all materials including consumables and equipment necessary to complete all the work.
- (c) Bidders are expected to and must comply with safety standards as practiced in sound international petroleum operations.
- (d) Bidders must acquaint themselves with the area of operation and shall ensure that they are well acquainted with the job sites, environment including topography, logistics and climate etc. OIL will in no case be responsible or liable for the costs associated with the preparation and submission of bid regardless of outcomes.

**(END OF SECTION II)**

### **SECTION-III**

#### **BID FORM AND PRICE SCHEDULE**

**(A) BID-FORM:**

Date :  
Enquiry No. : JCO 6945 L08

OIL INDIA LIMITED  
RAJASTHAN PROJECT  
12, OLD RESIDENCY ROAD  
JODHPUR

Gentlemen,

Having examined the General and Special Conditions of Agreement, the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we, the undersigned offer to perform the services in conformity with the said conditions of Agreement and Terms of Reference for the sum of (Total bid amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We agree to abide by the bid for a period (120) days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal Agreement is prepared and executed, this bid, together with your written acceptance thereof in your notification of award shall constitute a binding Agreement between us.

We understand that you are not bound to accept lowest or any bid you may receive.

Dated this ..... Day of ..... 2007.....

-----  
 (Signature)  
 -----  
 (in the capacity of)

Bidder's Name :  
 Bidder's Address :

**(B) PRICE SCHEDULE FOR THE REQUIRED STUDY :**

Bidders are requested to quote their charges on lump-sum basis strictly as per following schedule/format.

Activities	Lump-sum Charges (Rs.)
<b>PHASE – I : EIA STUDY</b>	
(a) Mobilisation and setting up of Monitoring station at site	
(b) Data collection (Primary and Secondary) and analysis (air, water, soil, sediment, ecology etc.). Preparation of Draft Reports for the two blocks separately and submission of five (5) hard copies to OIL.	
(c) Presentation on the Draft Reports at Jodhpur for OIL's views/suggestions.	
<b>TOTAL VALUE OF PHASE – I :</b>	
<b>PHASE – II : ENVIRONMENTAL CLEARANCE</b>	
(a) Preparing all documents including application to the MOE&F alongwith Draft Reports for consideration of EC after incorporating comments/ views of OIL, if any.	
(b) Making presentation to the MOE&F, if required, and submission of six (6) hard bound copies of Final EIA and EMP Reports to OIL after incorporating recommendation of Expert Appraisal Committee, if any.	
(c) Subsequent follow-up for obtaining EC from the MOE&F.	
<b>TOTAL VALUE OF PHASE – II :</b>	

<b>PHASE – III : NOC FROM RSPCB</b>	
(a) Preparing all documents including application for obtaining NOC from RSPCB under Water and Air Act for twenty (20) drilling locations after identification/release of these locations by OIL.	
(b) Subsequent follow-up with RSPCB and obtaining NOC.	
<b>TOTAL VALUE OF PHASE – III :</b>	
<b>TOTAL VALUE OF CONTRACT: (Sum Total):</b>	

**NOTE:-**

- 1.0 The currency of the bid must be Indian Rupees only and the above lump-sum value should be inclusive of all charges including duties, taxes and other levies viz, Customs duty, Port clearance charges through customs of all equipment/spares, Corporate, Personnel and Service taxes as per law of the country. Company will not entertain any request for payment of any additional amount over and above the quoted lump-sum amount under any circumstances for the entire job mentioned under the heading “TERMS OF REFERENCE/SCOPE OF WORK” in Section-II. However, quantum of Service Tax, if included any, must also be indicated in percentage separately. Only the Statutory fees, if any, for EC & NOC will be paid by OIL.
- 2.0 Boarding, lodging, transportation and communication for execution of the agreement will have to be solely arranged by the successful bidder at their cost. Bidders are therefore, requested to visit the site to access the logistic problems and facilities available there, before submission of bid/offer. Lump-sum rate should therefore be inclusive of all costs in connection to above.

**(END OF SECTION III)**

**SECTION-IV**

**SPECIAL TERMS AND CONDITIONS**

**1.0 SECRECY**

- 1.1 All data assembled, compiled, developed, reproduced and studied by the Contractor in connection with the services rendered shall be considered strictly confidential. The secrecy of the data shall be maintained by the Contractor even after the expiry of the Contractual service period.

**2.0 PAYMENT TERMS**

- 2.1 No advance payment shall be made to the Contractor against this agreement. Company shall release payment to Contractor as per following schedule after adjusting Income tax & Liquidated damages etc., if any within 30 days from the date of receipt of undisputed invoices.
  - (a) On receipt and acceptance of Draft Reports, 80% of the amount calculated for PHASE - I will be release by Company against invoice from Contractor.
  - (b) On receipt of Environmental Clearance (EC) from MOE&F, 80% amount due against PHASE-II will be released by Company against invoice from Contractor.

(c) On receipt of No Objection Certificate (NOC) from RSPCB, full amount due against PHASE-III will be released by Company together with the 20% withheld amount of PHASE-I and PHASE-II against invoice from Contractor.

2.2 All payments due by Company to Contractor hereunder shall be made at Contractor's designated bank. Bank charges, if any, shall be to the account of the Contractor.

2.3 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein provided Company within one year after the date of receipt of any such invoices, shall make and deliver to Contractor written notice of objection to any item or items, the validity of which the Company questions.

### **3.0 INVOICES**

3.1 Contractor shall submit four sets of invoice (s) to the Company at its office at Jodhpur for processing of payment.

3.2 Company shall within 30 days of receipt of the invoice (s) notify the Contractor of any items under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the Company's rights to question the validity of the charge at a later date as envisaged in clause 2.3 above.

3.3 Income tax will be deducted at source from the invoice at the applicable rates as per Indian Law.

3.4 Contractor shall maintain complete and correct records of all information on which Contractor's invoice is based for two years from the date of invoice. Such records shall be required for making appropriate adjustments or payments by either party incase of subsequent audit query/objections.

### **4.0 TAXES AND DUTIES:**

4.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payment received under the agreement will be on Contractor's account.

4.2 Tax will be deducted at source from all payments released to the Contractor, at the specified rate of income tax as per the provisions of Indian Income Tax Act.

4.3 Contractor shall be responsible for and pay the personnel taxes and Service Tax, if any.

4.4 Contractor shall furnish the company, if and when called upon to do so, relevant statements of accounts or any other information pertaining to work done under this agreement for submitting the same to the tax authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated time to the appropriate authority.

4.5 Tax clearance certificate for personnel and corporate taxes shall be obtained by the contractor from appropriate Indian Tax Authorities and furnish to Company.

4.6 Corporate and personnel taxes on Contractor and Contractor's sub-contractors shall be the liability of the Contractor and Company shall not be held responsible on this account.

### **5.0 SUBSEQUENTLY ENACTED LAWS**

Subsequent to the date of technical bid opening if there is a change in or enactment of any Indian law which results in an additional cost or reduction in cost under the Contract to Contractor, such additional cost shall be reimbursed by Company to Contractor on submission of documentary evidence that the Contractor has duly borne the additional implication as envisaged under the said law or such reduction in cost shall be refunded by the Contractor to Company as the case may be.

## **6.0 LIQUIDATED DAMAGES**

In the event of the Contractor's default in timely completion of the study/submission of final report/receipt of EC and NOC as referred in Section – II (clause 5.0), the Contractor shall be liable to pay liquidated damages @ 0.5% of the total value of the agreement per week or part thereof of delay, subject to maximum of 7.5%. Under no circumstance, the sum total of applicable liquidated damages will exceed 7.5% of the evaluated contract value. The Company also reserves the right to cancel the agreement without any compensation whatsoever in case of Contractor's failure to adhere to time schedule for submission of the final report.

## **7.0 CONSEQUENTIAL DAMAGE**

7.1 Neither party shall be liable to the other for special indirect or consequential damages resulting from or arising out of this Agreement, including but without limitations to loss of profit or business interruption, howsoever, caused by the negligence (either sole or concurrent) of either party, its officers, employees, agents, Contractors or sub-Contractors.

## **8.0 FORCE MAJEURE**

8.1 In the event of either party being rendered unable by "Force Majeure" to perform any obligation required to be performed by them under this Agreement, the relative obligation of the party affected by such "Force Majeure" will stand suspended as provided herein. The word "Force Majeure" as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the CONTRACTOR) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the Agreement and which renders performance of the Agreement by the said party impossible.

8.2 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.

## **9.0 SETTLEMENT OF DISPUTES AND ARBITRATION**

9.1 All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the Agreement or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of Arbitration will be Jodhpur, Rajasthan, India. The award made in pursuance thereof shall be binding on the parties.

## **10.0 APPLICABLE LAWS**

10.1 The Agreement shall be deemed to be an Agreement made under, governed by and construed in accordance with the laws of India.

10.2 Contractor shall ensure full compliance of various Indian Laws and statutory regulations as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses, etc. from appropriate authorities for conducting operations under the Agreement :

- a) Mines Act - as applicable to safety and employment conditions.
- b) Oil Mines Regulations, 1984.
- c) Workmen's Compensation Act.
- d) Payment of Wages Act.
- e) Payment of Bonus Act, 1965.
- f) Agreement Labour (Regulation & Abolition) Act, 1970.
- g) Employees Provident Fund and Family Pension Scheme.
- h) Interstate Migrant Workmen Act, 1979 (Regulation of employment and conditions of service).
- i) Income Tax Act & Sales Tax Act (if applicable)
- j) Customs and Excise Act & Rules
- k) Insurance Act

**(END OF SECTION-IV)**

## **SECTION – V**

### **BID REJECTION CRITERIA**

#### **A) BID REJECTION CRITERIA (GENERAL)**

- 1.1 Bidder must have minimum five (5) years of experience in the field of EIA studies and must have completed at least two (2) Projects during the last five years (calculated up to the scheduled bid closing date of the tender) for Oil Exploration Companies. Bidders must submit the documentary evidence for their work experience in support of their offer, failing which the offer will be rejected.
- 1.2 The bid not meeting the requirements given in section II (Terms of Reference / Scope of Work) will be rejected. Bids will also be rejected if the same do not cover the entire requirements as mentioned in Section-II. Partial offer will not be considered.

1.3 Time is the essence of this Agreement. The entire study work including submission of final report (after incorporating the suggestion/modification of Expert Appraisal Committee of MOE&F) must be completed within eight (8) months from the date of notification of award of contract. Bid quoting higher completion time will be rejected.

**B) BID REJECTION CRITERIA (COMMERCIAL)**

1.1 Rate quoted by the successful bidder must remain firm during the execution of the Agreement.

1.2 Bid received after the bid closing date and time will be rejected. Bid shall have to be submitted in the prescribed format of Bid Document issued by the Company and if it is submitted otherwise, the same will be rejected.

1.3 Bid shall be typed or written in indelible ink and original bid shall be signed by the bidder or his authorised representative on all pages failing which the bid will be rejected.

1.4 Bid shall contain non interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

1.5 Bid containing false statement will be rejected.

1.6 Bidder must accept and comply with the following clauses as given in the Tender document in toto, failing which the offer will be rejected:

- i) Force Majeure Clause
- ii) Tax Liabilities Clause
- iii) Arbitration Clause
- iv) Acceptance of Jurisdiction and Applicable Law
- v) Liquidated Damage

1.7 The Company also reserves the right to cancel/withdraw the Tender without assigning any reasons to the bidders, for which no compensation shall be paid to the bidder. The bidder must confirm their acceptance to this clause in their respective bids.

1.8 The bid documents are not transferable. Offers received from the Bidders who have not been issued the Bid Documents by the Company will be rejected outright.

**(END OF SECTION –V)**

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**ANNEXURE - I**

**PROTECTION OF THE ENVIRONMENT**

1. The Government and the Contractor recognize that Petroleum Operations will cause some impact on the environment in the Contract Area. Accordingly, in performance of the Contract, the Contractor shall conduct its Petroleum Operations with due regard to concerns with respect to protection of the environment and conservation of natural resources and shall in particular;

- a) employ modern oilfield and petroleum industry practices and standards including advanced techniques, practices and methods of operation for the prevention of Environmental Damage in conducting its Petroleum Operations;
  - b) take necessary and adequate steps to:
    - (i) prevent Environmental Damage and, where some adverse impact on the environment is unavoidable to minimize such damage and the consequential effects thereof on property and people;
    - (ii) ensure adequate compensation for injury to persons or damage to property caused by the effect of Petroleum Operations; and
  - c) comply with the requirements of applicable laws and the reasonable requirements of the Government from time to time.
2. If the Contractor fails to comply with the provisions of paragraph (b)(i) of Article 1 or contravenes any relevant law, and such failure or contravention results in any Environmental Damage, the Contractor shall forthwith take all necessary and reasonable measures to remedy the failure and the effects thereof.
  3. If the Government in accordance with the laws has good reason to believe that any works or installations erected by the Contractor or any operations conducted by the Contractor are endangering or may endanger persons or any property of any person, or are causing or may cause pollution, or are harming or may harm fauna or flora or the environment to a degree which the Government deems unacceptable, the Government may require the Contractor to take remedial measures within such reasonable period as may be determined by the Government and to repair any such damage. If the Government deems it necessary, it may also require the Contractor to discontinue Petroleum Operations in whole or in part until the Contractor has taken such remedial measures or has repaired any damage caused.
  4. The measures and methods to be used by the Contractor for the purpose of complying with the terms of paragraph(b)(i) of Article 1 shall be determined in timely consultation with the Government upon the commencement of Petroleum Operations or whenever there is a significant change in the scope or method of conducting Petroleum Operations and shall take into account the international standards applicable in similar circumstances and the relevant environmental impact study carried out in accordance with Article 5 below. The Contractor shall notify the Government, in writing, of the measures and methods finally determined by the Contractor and shall cause such measures and methods to be reviewed from time to time in the light of prevailing circumstances.
  5. The Contractor shall cause a person or persons with special knowledge on environmental matters, to carry out two environmental impact studies in order:
    - a) to determine at the time of the studies the prevailing situation relating to the environment, human beings and local communities, the flora and fauna in the Contract Area and in the adjoining or neighbouring areas; and
    - b) to establish the likely effect on the environment, human beings and local communities, the flora and fauna in the Contract Area and in the adjoining or neighbouring areas in

consequence of the relevant phase of Petroleum Operations to be conducted under this Contract, and to submit, for consideration by the Parties, methods and measures contemplated in Article 4 for minimizing Environmental Damage and carrying out Site Restoration activities.

6. The first of the aforementioned studies shall be carried out in two parts, namely, a preliminary part which must be concluded before commencement of any field work relating to a seismographic or other survey, and a final part relating to drilling in the Exploration Period. The part of the study relating to drilling operations in the Exploration Period shall be approved by Government before the commencement of such drilling operations, it being understood that such approval shall not be unreasonably withheld.
7. The second of the aforementioned studies shall be completed before commencement of Development Operations and shall be submitted by the Contractor as part of the Development Plan, with specific approval of Government being obtained before commencement of Development Operations, it being understood that such approval shall not be unreasonably withheld.
8. The studies mentioned in Article 5 above shall contain proposed environmental guidelines to be followed in order to minimize Environmental Damage and shall include, but not be limited to, the following, to the extent appropriate to the respective study taking into account the phase of operations to which the study relates:
  - (a) proposed access cutting;
  - (b) clearing and timber salvage;
  - (c) wildlife and habitat protection;
  - (d) fuel storage and handling;
  - (e) use of explosives;
  - (f) camps and staging;
  - (g) liquid and solid waste disposal;
  - (h) cultural and archeological sites;
  - (i) selection of drilling sites;
  - (j) terrain stabilization;
  - (k) protection of freshwater horizons;
  - (l) blowout prevention plan;
  - (m) flaring during completion and testing of Gas and Oil wells
  - (n) abandonment of wells;
  - (o) rig dismantling and site completion;
  - (p) reclamation for abandonment;
  - (q) noise control;
  - (r) debris disposal; and
  - (s) protection of natural drainage and water flow.
9. Government shall convey its decision regarding any proposal for environmental clearances submitted by the Contractor pursuant to the provisions of this Article or Contract or required under any laws of India within one hundred and twenty (120) days from the date of submission of application by the Contractor seeking such clearance. Any clarifications/additional information required by the Government shall be asked by it within sixty (60) days from the date of submission of the application by the Contractor. The final decision by the Government shall be conveyed within sixty (60) days from the receipt of such clarifications/additional information

from the Contractor. In case Government fails to convey any decision to the Contractor, such application for the clearance by the Contractor shall be deemed to have been approved by the Government.

10. The Contractor shall ensure that:
  - (a) Petroleum Operations are conducted in an environmentally acceptable and safe manner consistent with modern oilfield and petroleum industry practices and that such Petroleum Operations are properly monitored.
  - (b) The pertinent completed environmental impact studies are made available to its employees and to its Contractors and Sub-contractors to develop adequate and proper awareness of the measures and methods of environmental protection to be used in carrying out the Petroleum Operations; and
  - (c) The contracts entered into between the Contractor and its Contractors and Sub-contractors relating to its Petroleum Operations shall include the provisions stipulated herein and any established measures and methods for the implementation of the Contractor's obligations in relation to the environment under this Contract.
11. The Contractor shall prior to conducting any drilling activities, prepare and submit for review by the Government contingency plans for dealing with Oil spills, fires, accidents and emergencies, designed to achieve rapid and effective emergency response. The plans referred to above shall be discussed with the Government and concerns expressed shall be taken in to account.
12. In the event of an emergency, Oil spill or fire arising from Petroleum Operations affecting the environment, the Contractor shall forthwith notify the Government and shall promptly implement the relevant contingency plan and perform such Site Restoration as may be necessary in accordance with modern oilfield and petroleum industry practices.
13. In the event of any other emergency or accident arising from the Petroleum Operations affecting the environment, the Contractor shall take such action as maybe prudent and necessary in accordance with modern oilfield and petroleum industry practices in such circumstances.
14. In the event that the Contractor fails to comply with any of the terms contained in Article 11 within a period specified by the government, the Government, after giving the Contractor reasonable notice in the circumstances, may take any action which may be necessary to ensure compliance with such terms and to recover from the Contractor, immediately after having taken such action, all costs and expenditures incurred in connection with such action together with such interest as may be determined.
15. On expiry or termination of this Contract or relinquishment of part of the Contract Area, the Contractor shall:
  - (a) remove all equipment and installations from the relinquished area or former Contract Area in a manner agreed with the Government pursuant to an abandonment plan; and
  - (b) perform all necessary Site Restoration in accordance with modern oilfield and petroleum industry practices and take all other action necessary to prevent hazards to human life or to the property of others or the environment.
16. The Contractor shall prepare a proposal for the restoration of site including abandonment plan and requirement of funds for this and the annual contribution. This will be submitted along with

the annual Budget for the consideration and approval of the Management Committee. The annual contribution shall be deposited by the Contractor in the Site Restoration fund which will be established, in accordance with the scheme notified by the Government.

17. Any Site Restoration fund scheme formulated by Government and subject to provision of this Contract, any and all costs incurred by the Contractor pursuant to this Article shall be cost recoverable including but not limited to sinking funds established for abandonment and restoration of the Contract Area.
18. In this Article, a reference to Government includes the State Government.
19. Where the Contract Area is partly located in areas forming part of certain national parks, sanctuaries, mangroves, wetlands of national importance, biosphere reserves and other biologically sensitive areas passage through these area shall generally not be permitted. However, if there is no passage, other than through these areas to reach a particular point beyond these areas, permission of the appropriate authorities shall be obtained.
20. The obligations and liability of the Contractor for the environment hereunder shall be limited to damage to the environment which:
  - (a) occurs after the Effective Date; and
  - (b) results from an act or omission of the Contractor.

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Tender No.	: JCO6945L08
Tender Date	: 24.10.2007
Bid Closing on	: 27.11.2007 at 15:00 hrs. (IST)
Bid Opening on	: 27.11.2007 at 15:15 hrs. (IST)

Tender issued to following parties only :

Sl. No.	V Code	Vendor Name	City/Country
1	206175	ENVIROTECH CONSULTANTS PVT. LTD.	NEW DELHI
2	206344	JACOB H & G PVT. LTD.	MUMBAI
3	206170	ERM INDIA PVT. LTD.	GURGAON
4	-	ERM INDIA PVT. LTD.	NEW DELHI
5	402700	VIMTA LABS LTD.	HYDERABAD
6	206398	NEERI	NAGPUR
7	404156	ENKAY ENVIRO SERVICES	JAIPUR
8		ENVOMIN CONSULTANT (PVT) LTD.	BHUBANESWAR
9		ASIAN CONSULTING ENGINEERS (PVT) LTD.	NEW DELHI

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