



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुलोजर, असम
Oil India Limited
(A Government of India Enterprise) Registered Office: Dulajari, Assam

**Materials Department
(Rajasthan Project)**

12 Old Residency Road
Jodhpur – 342 011
Rajasthan, India.
Phone -0291-2438174
Fax : 0291-2431689
Email: mat_rp@oilindia.in

FORWARDING LETTER

Tender No. : JCO 8518 P11

To,

M/s.
.....
.....

Document Srl. No. :
Money Receipt No.:
Tender Fee :	Rs. 500.00
Signature of issuing Officer :	

Sirs,

Sub: Tender for Environmental Impact Assessment (EIA) Studies

In connection with our Petroleum Exploration Activities in Rajasthan, we enclose a complete set of Bid Document covering Tender for Environmental Impact Assessment (EIA) Studies in Block RJ-ONN-2005/2 (NELP-VII) in Rajasthan prior to (i) Seismic Survey and (ii) Drilling & Production Testing of eleven (11) exploratory wells. Please forward your most competitive offer in sealed envelopes, so as to reach us latest by 3rd August' 2010 (15:00 hrs. – IST).

For your ready reference, few salient features (Covered in details in this bid document) are highlighted below.

- i) Our Tender No. : JCO 8518 P11 dated 24.06.2010
- ii) Type of Bid : Composite Bid (Techno-commercial)
- iii) Bid Closing Date & Time : **15:00 hrs (IST) on 3rd August, 2010**
- iv) Bid Opening Date & Time : 15:15 hrs (IST) on 3rd August, 2010
- v) Bid Opening Place : Executive Director's Office at **Jodhpur**

- vi) Place of Submission of bid : OIL INDIA LIMITED,
12, Old Residency Road,
JODHPUR - 342 011,
RAJASTHAN (INDIA).
- vii) Amount of Bid Security : Rs. 7,000.00 (Rupees Seven Thousand only)
- viii) Amount of Performance Security : 2.5 % of total evaluated contract cost
- ix) Expected job completion : Within 52 weeks from the date of award of
contract by Company.

We now look forward to receiving your most competitive offer in line with the tender terms well within the bid closing date and time.

Thanking You.

Yours faithfully,
OIL INDIA LIMITED

(*U. N. JENA*)
SR. MANAGER (MATERIALS)
FOR EXECUTIVE DIRECTOR (RP)

SECTION – I

INVITATION FOR BIDS

- 1.0 Oil India Limited (OIL) invites competitive sealed Bids under **Single Stage Composite Bid System (Techno-Commercial Bids)**, from reputed and eligible **Indian Bidders only** for the following services for its RAJASTHAN PROJECT.
- 1.1 Tender No. : JCO 8518 P11 dated 24.06.2010
- 1.2 Bid Closing Date : 3rd August, 2010
& Time : (15:00 Hrs. ITS)
- 1.3 Tender Fee : Rs. 500.00
- 1.4 Bid Security : Rs. 7,000.00
- 2.0 **Description of Services:** Environmental Impact Assessment (EIA) Studies prior to Seismic Survey, Drilling and Production Testing of eleven exploratory oil/gas wells in NELP – VII (Block No. RJ-ONN-2005/2) in Rajasthan in the district of Jaisalmer covering a total area of 1517 Sq. Km.
- 3.0 Non-transferable bid documents can be obtained from any of the following offices of OIL on application and payment of non-refundable tender fee (except PSU and SSI Units) as indicated above through crossed demand draft drawn in favour of Oil India Limited and made payable at Jodhpur/Kolkata/New Delhi (as the place of purchase). Tender document will be on sale from **29th June, 2010** till one day prior to scheduled Bid Closing Date.
- | | | |
|-------------------------|---------------------------|-------------------------|
| Executive Director (RP) | Sr. Advisor (C&P) | HEAD (Kolkata Branch) |
| Oil India Ltd | Oil India Limited | Oil India Limited |
| 12, Old Residency Road | Plot No. 19, Sector – 16A | 4, India Exchange Place |
| Jodhpur- 342011 | Noida – 201 301 | Kolkata- 700001 |
- 4.0 OIL reserves the right to refuse issue of tender document to such parties even on payment of tender fee, about whose competence OIL is not satisfied. Company's decision in this regard shall be final.
- 5.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

-: Please visit us at www.oil-india.com:-

(END OF SECTION – I)

SECTION – II

INTRODUCTION AND GENERAL TERMS

1.0 PREAMBLE

- 1.1 Rajasthan Project of Oil India Limited (OIL), a Govt. of India Enterprise, is engaged in the exploration and production of natural gas from the Jaisalmer Basin and exploration for heavy oil in Bikaner-Nagaur Basin of Western Rajasthan, India. In addition, the Company is carrying out various exploration activities in Rajasthan, India in five (05) NELP Blocks as Operator under PSC agreement with Govt. of India.
- 1.2 OIL INDIA LIMITED (RP) hereby requests offers from Domestic Bidders only under **Single Stage Composite Bidding System (Techno-Commercial bid)** for undertaking a detailed Environmental Impact Assessment (EIA) Studies for exploration Block RJ-ONN-2005/2 (NELP-VII) in Rajasthan in the district of Jaisalmer, prior to (i) Seismic Survey and (ii) Drilling & Production Testing of eleven (11) exploratory wells in consistent with the scope of work specified herein below. Seismic Survey will be carried out in the block using Vibrosies as the energy source. Bids are invited from eligible Indian Bidders to undertake the jobs as detailed in “TERMS OF REFERENCE / SCOPE OF WORK”, enclosed vide SECTION – III.
- 2.0 The bidder is 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 BID VALIDITY

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 BIDS

- 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 covering 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 8518 P11
 - ii) Bid Closing Date & Time : 3rd August'2010 (**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 BID SECURITY

6.1 Bidders shall furnish, as part of their bids, the Bid Security in the amount as specified in the "Forwarding Letter".

6.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-para 6.7 below.

6.3 The Bid Security shall be denominated in the currency of the Bid or another freely convertible currency, and shall be in the following forms:-

a) A Bank Guarantee issued by a scheduled Bank located in India in the form provided in the Bid document (Ref. Section-VII for the format) and valid for 60 days beyond the validity of the Bid. The bank guarantee/Letter of Credit should be so endorsed that it can be invoked at the issuing bank's branch located at Jodhpur (Rajasthan) India or alternatively at New Delhi, India.

b) A Cashier's Cheque or Demand Draft drawn on "OIL INDIA LIMITED" and payable at Jodhpur, Rajasthan (India).

6.4 Any Bid not secured in accordance with above-mentioned subparagraphs 6.1 to 6.3 will be rejected by Company as non-responsive, except those are exempted.

6.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.

6.6 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the performance security.

6.7 The Bid Security will be forfeited:

(a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or

- (b) If a Successful Bidder fails:
- i) To sign the contract within reasonable time and within the period of bid validity, and /or,
 - ii) To furnish Performance Security.

NOTE : Public Sector Undertakings and Small Scale Units registered with NSIC/Directorate of Industries are exempted from submitting bid securities against this tender, subject to furnishing valid certificates.

7.0 LATE BIDS

Any Bid received by Company after the scheduled bid closing date and time will be rejected.

8.0 OPENING OF BIDS BY COMPANY

Company will open the Bids on the bid opening date at 15:15 Hrs (IST). This being a limited tender, representatives of bidders will not be allowed to attend the bid opening.

9.0 PRELIMINARY EXAMINATION

- 9.1 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.
- 9.2 If there is a discrepancy between words and figures in the prices offered, the amount in words shall prevail. Arithmetical errors if any, will be corrected on the following basis. Discrepancy between the Unit Price and Total Value (Quantity X Unit Price), the Unit Price shall prevail and the Total Value shall be corrected accordingly.
- 9.3 A Bid determined as substantially non-responsive will be rejected by Company.

10.0 REJECTION OF BID

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.

11.0 AWARD OF AGREEMENT

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.

12.0 NOTIFICATION OF AWARD OF AGREEMENT

- 12.1 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.
- 12.2 The notification of award will constitute formation of the Agreement.

13.0 SIGNING OF AGREEMENT

- 13.1 After Company notifies the successful bidder that its Bid has been accepted, Company will send to the successful bidder, the formal written Agreement in duplicate incorporating all terms and conditions agreed between the parties.
- 13.2 Within seven days of receipt of the Agreement document, the successful bidder shall return one set to Company with their signature and seal on it as token of acceptance and commence the jobs at the earliest as per terms of agreement.

14.0 PERFORMANCE SECURITY

- 14.1 Within 30 days of the receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount specified in the Forwarding Letter in the performance Security Form as provided in the Bidding Document or in any other form acceptable to the Company from a Bank located in India. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.
- 14.2 The performance security specified above must be valid for four (04) months beyond the expiry date of the contract to cover all contractual obligations hereof and to lodge claim, if any. The same will be discharged by Company not later than 30 days following its expiry. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to extend the validity of the performance security accordingly.
- 14.3 Failure of the successful bidder to sign the agreement and/or to mobilize in time shall constitute sufficient grounds for annulment of award of contract and forfeiture of the Bid Security. In such an event, the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

INVOCATION OF PERFORMANCE BANK GUARANTEE

- 14.4 In the event of Contractor failing to honour any of the commitments entered into under the contract and/or in respect of any amount due from Contractor to Company, Company shall have an unconditional option under the guarantee to invoke the Performance Bank Guarantee and claim the amount from Bank.
- 14.5 Company will have the right to invoke the Performance Bank Guarantee in case the Contractor fails to mobilise their resources in consistence with contractual requirements within the stipulated period irrespective of any reasons whatsoever.

(END OF SECTION-II)

SECTION - III

TERMS OF REFERENCE / SCOPE OF WORK

1.0 Introduction :

Rajasthan Project of OIL INDIA LIMITED (OIL), a Govt. of India Enterprise, is engaged in exploration and production of Natural Gas from Jaisalmer Basin and Heavy oil/Bitumen from Bikaner-Nagaur Basin of western Rajasthan in India. In addition, the Company is carrying out various exploration activities in Rajasthan, India in five (05) NELP Blocks as Operator under PSC agreement with Govt. of India.

- 1.1 In connection with its exploration activities as above, Company intends to hire the services of an experienced and eligible Contractor to carry out a detailed Environmental Impact Assessment (EIA) Studies of its exploration Block RJ-ONN-2005/2 in Rajasthan in the district of Jaisalmer, prior to (i) Seismic Survey and (ii) Drilling & Production Testing of eleven (11) exploratory wells in consistent with the Scope of Work specified herein below. This block was acquired under NELP-VII round of bidding and the Seismic Survey will be carried out using Vibrosies as the energy source. Basic information of these blocks are highlighted below;

2.0 Basic Information of the Area :

The salient points about the area to be studied are as under;

Parameters	Block :RJ-ONN-2005/2 (NELP-VII)
Total Block Area in Sq. Km	1517
Area for 3-D Seismic Survey in Sq. Km.	1517
No. of wells to be drilled	11
Location (Name of District)	Jaisalmer
Forest cover	No Forest
Communication/accessibility	By Rail up to Jaisalmer

- (a) Block No. RJ-ONN-2005/2 (NELP-VII) falls in the district of Jaisalmer having a total area of 1517 Sq. Km, for which the EIA study needs to be carried out.
- (b) Activities to be carried out by OIL in the block are as under;
- (i) 3D/2D Seismic Survey (Vibroseis)
 - (ii) Air borne Magnetic Survey
 - (iii) Reprocessing 2D
 - (iv) High Resolution 3D Seismic Survey
 - (v) Exploration drilling and Production testing of wells
- (c) The entire area of above block falls in the Great Thar Desert, bordering SE Pakistan. The soil is sandy and arid, practically devoid of forest and very thinly populated.
- (d) The geographical Co-ordinates of the of area for EIA study will be as under;

(i) **BLOCK NO. RJ-ONN-2005/2 (NELP-VII)**

Points	Longitude			Latitude		
	Degree	Minutes	Seconds	Degree	Minutes	Seconds
A	70	10	0	27	39	30
B	70	47	0	27	39	0
C	70	50	0	27	36	0
D	70	44	24	27	33	30
E	70	49	50.9	27	28	0
F	70	54	0	27	24	0
G	70	18	0	27	24	0
H	70	20	15	27	26	44.99
A	70	10	0	27	39	30

3.0 Objectives of the Study:

- 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, Exploratory Drilling and Production Testing of wells in the block 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 environment, appropriate mitigative measures in an Environment Management Action Plan (EMAP). In view of hazardous nature of operations, 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 of GOI in order to conform to environmental, ecological and social considerations.
- 3.2 The Contractor shall have to undertake all the jobs/activities 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 14th September, 2006 and other procedures/guidelines as per various notifications issued by Central/State Government authorities from time to time.

4.0 Description of Jobs:

The Contractor shall cause a person or persons with special knowledge on environmental matters, to carry out environmental impact assessment studies in order to;

- (a) Determine the prevailing situation 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) 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 Survey (using vibrosies method), Air Borne Magnetic Survey and Drilling operations to be conducted by Oil India Limited and to submit for consideration of Oil India Limited, the methods and measures contemplated as mentioned in Annexure-I for minimizing environmental damage and carrying out site restoration activities.
- (c) Contractor shall carry out the aforementioned study before commencement of seismic survey and drilling operations in the block.

- (d) Environment 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 as per the Terms of reference (TOR) already approved by the Ministry of Environment and Forest vide F. No. J-11011/694/2009-IA II(I) dated 12.02.2010 (enclosed as ANNEXURE-II).
- (e) 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, soil and hazardous waste management, conservation of wildlife and forest protection during the ongoing drilling and testing activities. The EMP should also include all other aspects as specified under the TOR.
- (f) To prepare and submit a draft EIA and EMP Report.
- (g) To organize and conduct the proceedings of Public Hearing after finalization of draft EIA Report, incorporating OIL's views/suggestions, if any.
- (h) To assist OIL INDIA LIMITED in all formalities including submission of applications 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 applications for obtaining No Objection Certificate (NOC) from the Rajasthan State Pollution Control Board (RSPCB) under Water and Air Act for carrying out the intended drilling operations at all eleven (11) 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 Reports to OIL within fourteen (14) weeks from the date of issue of LOA. Prior to submitting the detailed draft report, the Contractor will submit five hardcopies of a concise Preliminary Report on the pre-seismic EIA.
- (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 twenty two (22) weeks from the date of submission of Draft Reports and initial presentation to OIL at Jodhpur.
- (l) The Contractor should submit Six (6) hard copies of Final EIA and EMP Reports of study area separately, in bound volumes and also in soft copies in CD/VCD prior to submission of applications for EC.

- (m) The Contractor shall obtain No Objection certificates (NOC) under Water and Air Act from the RSPCB for all eleven (11) drilling locations within eight (8) weeks from the date of identification and release of said locations by OIL after obtaining the EC from the MOE&F. OIL will provide the information about the locations and other land related documents as the locations getting released for drilling operation and the Contractor has to apply for NOC to RSPCB immediately. Thereafter, Contractor must liaise with the 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 all its contractual obligations in four (4) Phases as detailed under;

Phase-I : EIA Study including collection of baseline data from fields and submission of Draft report and presentation to OIL should be completed in fourteen (14) weeks from the date of issue of LOA by OIL.

Phase-II : Organizing and conducting the proceedings of public hearing within eight (8) weeks after finalization of draft EIA report, incorporating OIL's views/suggestions, if any.

Phase-III : Obtaining Environmental Clearance (EC) from the MOE&F including presentation to the Expert Appraisal committee should be completed within twenty two (22) weeks from the date of submission of Draft Report and presentation on the same to OIL. During the process of obtaining EC, if presence of OIL personnel is statutorily required, Company will depute such authorized officials to be present before the Ministry/Committee. Contractor must intimate OIL in advance in this regard.

Phase-IV : Obtaining NOC from RSPCB under Water and Air Act should be completed within eight (8) weeks from the date of receipt of all related information on drilling locations and land related documents from OIL. During the process of obtaining NOC, if presence of OIL personnel is statutorily required, Company will depute such authorized officials to be present before RSPCB.

NOTE : All statutory application fees under Phase-II, Phase-III and Phase-IV will be paid by OIL.

- 5.1 To ensure compliance to above mentioned time frame, the job execution is preferred as under;

Activities	Time Schedule
PHASE – I : EIA STUDY	
(a) Mobilisation and setting up of Monitoring Station at site.	Within two (2) weeks of issue of LOA by OIL.
(b) Data collection (Primary and Secondary) and analysis (air, water, soil, sediment, ecology etc.) and submission of Concise Pre-seismic reports and Draft EIA Reports to OIL.	Within Twelve (12) weeks after mobilization at site.
(c) Presentation on the Draft EIA Reports at Jodhpur for OIL's views/suggestions etc.	Within four (4) weeks from the date of submission of Draft EIA Reports.

PHASE – II : PUBLIC HEARING, IF REQUIRED	
Organising, conducting and completing the proceedings of public hearing as per guideline of MOE&F.	Within eight (8) weeks after finalization of Draft EIA Report, incorporating OIL's views, if any.
PHASE – III : ENVIRONMENTAL CLEARANCE	
(a) Preparing all documents including application and submission to the MOE&F alongwith the Draft EIA report after incorporating the comments/views of OIL, if any, for consideration of EC.	Within four (4) weeks from the date of finalisation of Draft EIA Reports, incorporating OIL's views, if any.
(b) Making presentation to the MOE&F, as required, and submission of six (6) hard bound copies of Final EIA and EMP Reports to OIL after incorporating recommendation of the Expert Appraisal Committee, if any.	Within eight (8) weeks from the date of submission of application and draft reports to the MOE&F.
(c) Subsequent follow-up and obtaining EC from the MOE&F.	Within two (2) weeks from the date of presentation to the Expert Appraisal Committee.
PHASE – IV : NOC FROM RSPCB	
(a) Preparing all documents including applications for obtaining NOC from RSPCB under Water and Air Act for eleven (11) drilling locations after identification/release by OIL.	Within four (4) weeks from the date of receipt of relevant information/land documents from OIL.
(b) Subsequent follow-up with RSPCB and obtaining NOC.	Within four (4) weeks from submission of applications.

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 inputs 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 applications will be paid by OIL.
- (c) Land documents from district authorities and location details will be provided by Company.
- (d) If statutorily required, OIL will depute authorized officials to present before the Expert Appraisal Committee of MOE&F and RSPCB for EC & NOC respectively. However, the Contractor must advise OIL accordingly in advance.

7.0 Deliverables / Reports:

- (a) **Concise preliminary Report on pre-seismic EIA :** Five (5) hardcopies
- (b) **Draft EIA Study Report:** Five (5) hardcopies
- (c) **Presentations:** Contractor must give presentation on their draft EIA reports at Jodhpur to OIL officials and incorporate the views/suggestions of OIL in the draft reports before submitting the same to the MOE&F. Contractor will present the EIA Report before the Expert Appraisal Committee of MOE&F on behalf of OIL to pursue Environmental Clearance.
- (d) **Final Reports:** Six (6) bound volumes in hard copies of the Final Report addressing all concerns during the public hearing and incorporating the comments/recommendations/suggestions of the Expert Appraisal Committee, if any, must be submitted to OIL alongwith two (2) soft copies of the same in CD/VCD.
- (e) **Applications for EC & NOC :** One copy each of these applications alongwith enclosures must be submitted to OIL.
- (f) **EC and NOC:** Environmental Clearance (EC) and No Objection Certificates (NOC) in original from MOE&F and RSPCB respectively must be obtained by the Contractor and hand over the same to OIL to assume completion of their contractual obligations.

(END OF SECTION – III)

SECTION - IV

BID FORM AND PRICE SCHEDULE

(A) BID-FORM

Date :
Tender No. : JCO 8518 P11
(Insert Bidder's name and address)

Gentlemen,

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

We undertake, if our Bid is accepted, to commence the work within two weeks calculated from the date of receipt of firm letter of intent of awarding the Contract.

If our bid is accepted, we will provide a guarantee from a Bank for a sum not exceeding 7.5 % (seven and half percent) of the total calculated contract value for the due performance of the Contract.

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 expiry of that period.

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

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

Dated this Day of 2010.....

(Signature)

(in the capacity of)

Bidder's Name :
Bidder's Address :

(B) SCHEDULE OF RATES / RATES FOR PAYMENT

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

Activities	Lumpsum Charges (in Rs.)
PHASE-I : EIA STUDY :	
(a) Mobilisation and setting up of Monitoring Stations at site.	
(b) Data collection (Primary and Secondary) and analysis (air, water, soil, sediment, ecology etc.) and submission of Concise Pre-seismic reports and Draft EIA Reports to OIL.	
(c) Presentation on the Draft EIA Reports at Jodhpur for OIL's views/suggestions etc.	
TOTAL VALUE OF PHASE-I :	
PHASE-II : PUBLIC HEARING	
Organising, conducting and completing the proceedings of public hearing as per guideline of MOE&F.	
PHASE-III : ENVIRONMENTAL CLEARANCE	
(a) Preparing all documents including application and submission to the MOE&F alongwith the Draft EIA report after incorporating the comments/views of OIL, if any, for consideration of EC.	
(b) Making presentation to the MOE&F, as required, and submission of six (6) hard bound copies of Final EIA and EMP Reports to OIL after incorporating recommendation of the Expert Appraisal Committee, if any.	
(c) Subsequent follow-up and obtaining EC from the MOE&F.	
TOTAL VALUE OF PHASE-III :	
PHASE-IV : NOC FROM RSPCB	
(a) Preparing all documents including applications for obtaining NOC from RSPCB under Water and Air Act for eleven (11) drilling locations after identification/release by OIL.	
(b) Subsequent follow-up with RSPCB and obtaining NOC.	
TOTAL VALUE OF PHASE-IV :	
GRAND TOTAL VALUE OF CONTRACT : (Sum total of all above charges)	

NOTE :

- 1.0 The currency of bid must be in Indian Rupees and the charges to be quoted must include all applicable taxes, duties and other levies including service tax as per the laws of country. Bidders must include all related expenses they are expected to incur in execution of the jobs. Company will not entertain any subsequent request for payment of any additional amount whatsoever, beyond the rates quoted by the bidders.
- 2.0 Percentage of Service Tax included in the quoted rates must be separately highlighted.
- 3.0 Bidders must quote for all above charges strictly as per above format. If the bidder envisages no charge against any of the item above, "NIL" must be mentioned in the rate column, failing which the offer will be treated as incomplete and will merit for rejection.
- 4.0 Boarding, lodging, transportation and communication arrangements during job execution will be the sole responsibility of the bidders. Company will not arrange the same under any circumstance.

(END OF SECTION – IV)

SECTION - V

SPECIAL CONDITIONS OF CONTRACT

1.0 Payment Terms :

- 1.1 No advance payment shall be made by Company to the Contractor against this contract. Company shall release payment to the Contractor as per the following schedule after adjusting income tax and liquidated damages etc., as applicable, within 30 days from the date of receipt of undisputed invoices.
- (a) On receipt and acceptance of Draft EIA Reports, 80% payment of Phase - I will be released by Company against invoice from Contractor.
 - (b) After completion of Public Hearing, 80% payment of Phase - II will be released by Company against invoice from Contractor.
 - (c) On receipt of Environmental Clearance (EC) from MOE&F, 80% payment of Phase-III will be released by Company against invoice from Contractor.
 - (d) On receipt of No Objection Certificates (NOC) from RSPCB, full payment of Phase-IV together with 20% withheld amount of Phase-I, Phase-II and Phase-III will be released by Company against Contractor's invoice.
- 1.2 All payments due to the Contractor shall be made at Contractor's designated bank through cheque. Bank charges, if any, shall be to the Contractor's account.
- 1.3 Payment of any invoice 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 invoice, shall make and deliver to Contractor written notice of objection to any item or items, the validity of which the Company questions.

2.0 Invoicing Procedure :

- 2.1 Contractor shall submit four sets of invoice(s) to the Company at its office at Jodhpur for processing of payment.
- 2.2 Company shall within 30 days of receipt of invoice (s) notify the Contractor of any item (s) 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 right to question the validity of the charges at a later date as envisaged in clause No. 1.3.
- 2.3 Income Tax will be deducted at source from the invoice(s) at the applicable rates as per Indian Law.
- 2.4 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based on for two years from the date of invoice. Such records shall be required for making appropriate adjustment or payments by either party in case of subsequent audit query/objection.

3.0 Taxes and Duties :

- 3.1 Tax leviable as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payment received against this agreement will be on Contractor's account, including the applicable Service Tax.
- 3.2 Tax will be deducted at source from all payments released to the Contractor, at the specified rate of income tax as per provision of Indian Income Tax Act.
- 3.3 Contractor shall be responsible for and pay the personnel taxes and Service Tax, as applicable.
- 3.4 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.
- 3.5 Tax clearance certificates shall be obtained by the Contractor from appropriate authorities and shall furnish the same to Company if sought for.

4.0 Subsequently Enacted Laws :

Subsequent to the date of submission of bid, if there is a change in or enactment of any Indian law which results in an additional cost or reduction in cost against this 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 Contractor to the Company as the case may be.

5.0 Applicable Laws :

- 5.1 The contract shall be deemed to be an agreement made under, governed by and construed in accordance with the laws of India.
- 5.2 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
 - (i) Income Tax Act
 - (j) Customs and Excise Act & Rules
 - (k) Insurance Act

- 6.0 **Insurance :** Contractor must cover all their equipment and manpower with adequate insurance coverage as deemed fit. Company will not assume any responsibility whatsoever in the event of any eventuality to the Contractor's resources during job execution against the contract.

7.0 Liquidated Damages :

7.1 The Contractor shall be liable to pay liquidated damages at the rate of 0.5% of the total evaluated contract value for delay of each week or part thereof, subject to maximum of 7.5%, in the event of default by the Contractor as under;

- (a) Delay in timely mobilization of requisite crew, materials and equipment etc. for the site within the stipulated period of two weeks from the date of issue of LOA by Company for collection of field data.
- (b) Delay in completion/execution of the project entirely within the scheduled time frame of twelve (12) months from the date of issue of LOA by Company.

NOTE : However, under no circumstance, the total quantum of Liquidated Damages against Srl. No. (a) and (b) above combined together will exceed 7.5% of the total contract value.

7.2 The Liquidated Damages as mentioned above are genuine pre-estimate of damages (not penalty) duly agreed by both the parties and Company will recover/deduct the same from Contractor's bill/invoice as applicable.

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 the contract, the relative obligation of the party affected by such "Force Majeure" will stand suspended as provided herein. The word "Force Majeure" as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, 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 contract and which renders performance of the contract 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.

8.3 Should "force majeure" condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, either party will have the right to terminate the contract if such "force majeure" condition continues beyond ten (10) days with prior written notice. Should either party decide not to terminate the contract even under such condition, no additional payment whatsoever would apply after expiry of ten (10) days period unless otherwise agreed to. However, the duration of the contract i.e., contract completion period will automatically be extended to cover the time lost on account of such force majeure condition

9.0 Termination :

9.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION)

The contract shall be deemed to be automatically terminated on completion of all contractual obligations and/or the expiry of duration of the contract (or extension, if any, thereof).

9.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE :

Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in Article 8.0.

9.3 TERMINATION ON ACCOUNT OF INSOLVENCY :

In the event that the Contractor 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.

9.4 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,

9.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT :

In case the Contractor's rights and / or obligations under the 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 the Contract.

9.6 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 upto the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

9.7 If at any time during the term of the Contract, breakdown of Contractor's equipment or non-availability of manpower/materials results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days (not including Force majeure delay), at its option, may terminate the Contract in its entirety 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.

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

9.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 9.1 to 9.7 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, personnel charges and other charges as per the Contract upto the date of termination.

9.10 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated accordingly.

10.0 Settlement of disputes and Arbitration:

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

(END OF SECTION – V)

SECTION - VI

BID REJECTION CRITERIA (BRC)

1.0 TECHNICAL :

- 1.1 The 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 in India. Bidders must submit the documentary evidence for their work experience in support of their offer, failing which the bid will be rejected.
- 1.2 The bid not meeting the requirements furnished in Section – III (Scope of work/Terms of reference) will be rejected. Bid will also be rejected, if the same does not cover the entire requirements as per the tender stipulations. Offers covering only part of the work will be rejected outright.
- 1.3 Time is of the essence of this contract. The entire work including submission of the Final Reports, EC and NOC must be completed within twelve (12) Months from the date of award of contract. Bid quoting higher completion time will be rejected.
- 1.4 Bidder should have minimum average annual turnover of Rs. 4.00 lakh (as per audited report) during last three concluded financial years. In order to assess the financial stability of the bidder by Company, the bidder must provide financial statements like balance sheet and profit & loss account for last three completed financial years.
- 1.5 During last seven (7) years ending last day of the month previous to scheduled Bid Closing, the bidder must have successfully carried out jobs of similar nature (involving EIA Studies & obtaining EC & NOC) as under;
- (i) Three similar work, each costing not less than Rs. 5.50 lakh.
or
 - (ii) Two similar work, each costing not less than Rs. 7.00 lakh
or
 - (iii) One similar work, costing not less than Rs. 11.00 lakh.

Note : Documents establishing successful execution of contracts as above must be submitted alongwith the technical bid, failing which the offer will be rejected. These documents should be in the form of duly attested copies of contracts/work orders and completion certificates/payment certificates etc. issued by clients.

2.0 COMMERCIAL :

- 2.1 Rates quoted by the bidders must remain firm throughout the execution of the contract.
- 2.2 Bids received after the scheduled bid closing date and time will be rejected.
- 2.3 Rates to be quoted strictly as per price schedule format out lined in Section – IV, failing which the bid shall be rejected.
- 2.4 Bid shall be typed or written in indelible ink and the original bid should be signed in all pages by a person or persons authorized by way of power of attorney to bind the bidder to the agreement.

- 2.5 Bid shall contain no interlineations, erasure or overwriting except as necessary to correct the errors, in which case such correction (s) shall be initialed by the person/persons signing the bid. However, white fluid should not be used in any case. Bid not complying this requirement will be rejected.
- 2.6 Bid containing false information shall be rejected.
- 2.7 The bid documents are not transferable. Offers received from parties, who have not been issued the tender document by Company will be rejected.
- 2.8 Company reserves the right to cancel/withdraw the tender without assigning any reason to the bidders, for which no compensation shall be paid by Company.
- 2.9 Bid security shall be furnished as a part of the bid. The amount of bid security should be as specified in the 'Forwarding Letter. However, Public Sector Undertakings (Central or State) are exempted from submission of bid security against this tender. Bid not accompanied by a proper bid security as above will be rejected.
- 2.10 Bidder must accept and comply with the following clauses in toto, failing which the offer will be rejected.
- a) Performance Bank Guarantee clause.
 - b) Force Majeure clause
 - c) Tax liabilities clause
 - d) Arbitration clause
 - e) Applicable Law
 - f) Liquidated Damage clause

(END OF SECTION – VI)

SECTION – VII

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) (hereinafter called “the bidder”) has submitted his bid dated (Date)for the provision of certain oilfield services (hereinafter called “the bid”). KNOW ALL MEN by these presents that we (Name of Bank) of (Name of country) having our registered office at (hereinafter called “the Bank”) are bound unto Oil India Limited (herein after called “Company” in the sum of (.....) * for which payment well and truly to be made to Company, the bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this Day of , 2010.

THE CONDITIONS of this obligation are:

1. If the bidder withdraws his bid during the period of bid validity specified in the Form of Bid;

Or
2. If the bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:
 - fails or refuses to execute the Form of Agreement in accordance with the Instructions to bidders, if required; or
 - fails or refuses to furnish the Performance Security in accordance with the Instructions to bidders;

We undertake to pay to Company up to the above amount upon receipt of its first written demand, without Company having to substantiate its demand, provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date, 240 days after the closing date for submission of bids as stated in the tender document or as extended by you at any time prior to this date, notice of which extension to the bank being hereby waived, and any demand in respect thereof should reach the bank not later than the above date.

DATE: SIGNATURE OF THE BANK:

WITNESS: SEAL:

(Signature, Name and Address)

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- The bidder should insert the amount of the guarantee in words and figures denominated in the currency of the Company’s country or an equivalent amount in a freely convertible currency.

(END OF SECTION - VII)

SECTION - VIII

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)*

To: (Name of Company)
(Address of Company

WHEREAS (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No..... dated to execute (Name of Contract and brief description of the work) (hereinafter called "the Contract"), AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee, now THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee)** (in words) such sum being payable in the type and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of the guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modifications of the terms of the Contract or of the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (.....)** four months after Contract Completion.

SIGNATURE & SEAL OF THE CONTRACTOR :.....
Name of Bank :.....
Address :.....
:.....
:.....
:.....
Date :.....

* Bidders are NOT required to complete this form while submitting the bid.

**An amount is to be inserted by the guarantor, representing the percentage of the Contract price specified in the Contract, and denominated either in the currency of the Contract or in a freely convertible currency acceptable to the Company.

(END OF SECTION-VIII)

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 1(b)(i) above 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 reasons to believe that any work 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 1(b)(i) 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 following clause. 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 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 relevant phase of petroleum operations to be conducted under this contract, and to submit, for consideration by the parties, methods and measures contemplated in para 4 above 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 para 5 above shall contain proposed environmental guidelines to be followed in order to minimise 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 fresh water 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
 - 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 effecting 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 may be 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 para 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 restoration of site including abandonment plan and requirement of funds for this and the annual contribution. This will be submitted alongwith 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 areas 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.
