



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) में विकृत कर्तव्य: दुर्लियाराज, अकल
Oil India Limited
(A Government of India Enterprise) Registered Office: Dulaian, 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

Date : 11.01.2012

FORWARDING LETTER

Tender No. : CJG4586P12

Sub: High Resolution 3-D Vibroseis Seismic Data Acquisition and Processing

1.0 OIL INDIA LIMITED (Rajasthan Project) invites ON-LINE Bids for High Resolution 3-D Vibroseis Seismic Data Acquisition and Processing under Single Stage Two-Bid System through its e-Procurement site. For your ready reference, few salient features (Covered in details in this bid document) are highlighted below.

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|---|---|
| i) OIL's Tender No. | : CJG4586P12 dated 09.01.2012 |
| ii) Tender Fee | : ` 20,000.00 OR USD 400.00 |
| iii) Type of Bid | : Single Stage Two Bid System
(International Competitive Bidding) |
| iv) Pre-Bid Conference | : 11:00 hrs. (IST) on 08.02.2012
(In OIL's Office at Jodhpur) |
| v) Bid Closing Date & Time | : 12:30 hrs (IST) on 28.02. 2012 |
| vi) Bid Opening (Technical) Date & Time | : 15:00 hrs (IST) on 28.02. 2012 |
| vii) Bid Opening Place | : Office of the Chief Manager (M&C)
at Jodhpur |
| viii) Amount of Bid Security | : ` 29,00,000.00 or USD 58,000.00 |
| ix) Amount of Performance Security | : 7.5 % of the Estimated Agreement
Value |

- x) Mobilisation Time : 90 days from the date of issue of Letter of Award (LOA) by Company.
- xi) Amount of Liquidated Damage : Liquidated damages shall be applicable @0.5% of the estimated agreement value for delay in mobilization/completion per week or part thereof subject to maximum of 7.5%.
- xii) Duration of Contract : Should not exceed 05(five) months 22 days from the Date of Award (LOA) award of the contract.

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

Yours faithfully,
OIL INDIA LIMITED

(T. K. GUPTA)
CHIEF MANAGER (M&C)
FOR GENERAL MANAGER (RP)

SECTION – I

INVITATION FOR BIDS

- 1.0 Oil India Limited (OIL) invites competitive ON-LINE Bids from experienced Service Providers / Contractors for the following services under Single Stage two-Bid System for its RAJASTHAN PROJECT through its e-Procurement portal [https://etender.srm.oilindia.in/sap/bc/gui/sap/its/bbpstart/!](https://etender.srm.oilindia.in/sap/bc/gui/sap/its/bbpstart/)
- 1.1 Tender No. : CJG 4586 P12 dated 09.01.2012
- 1.2 Bid Closing Date : **28.02.2012**
& Time : (12:30 Hrs. IST)
- 1.3 Tender Fee : ` **20,000.00 OR USD 400.00**
- 1.4 Bid Security : ` **29,00,000.00 OR USD 58,000.00**
- 2.0 **Description of Services:** Acquisition of 108 Sq. Km of High Resolution 3-D Seismic Data from NELP-VII Block (RJ-ONN-2005/2) in Rajasthan (India) using Vibroseis as a source for data acquisition and Processing of same.
- 3.0 **Tender Document will not be issued physically by Company. The interested Bidders must submit their applications showing full address (including e-mail ID) along with the non-refundable Tender Fee (excepting PSUs and SSI Units registered with NSIC) in favour of OIL INDIA LIMITED and payable at JODHPUR to the CHIEF MANAGER (M & C), OIL INDIA LIMITED, 12-OLD RESIDENCY ROAD, JODHPUR-342011, RAJASTHAN (INDIA) between 14th January, 2012 and 21st February, 2012 i.e., one week prior to the scheduled bid closing date. On receipt of application and Tender Fee as above, USER-ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal. Details of the NIT can be viewed using "Guest Login" provided in the e-procurement portal. The link to e-procurement portal has also been provided through OIL's website www.oil-india.com.**
- 4.0 **Pre-Bid Conference:** A pre-bid conference to explain Company's exact requirements and to reply queries of prospective Bidders, if any, on the tender stipulations will be held on **08.02.2012 at 11:00 hrs (IST)** in OIL's Office at Jodhpur. Interested parties, who obtained USER-ID and PASSWORD from OIL may attend the pre-bid conference accordingly. Maximum of two representatives of each bidder will be allowed to attend the pre-bid conference on production of authorization letter.
- 5.0 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.
- 6.0 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

INSTRUCTIONS TO BIDDERS

- 1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.1 It is advisable that the bidder should carry out reconnaissance survey of the area for proper understanding and appreciation of its environmental and logistic issues before bidding.
- 1.2 **PRE-BID CONFERENCE:**
- 1.2.1 In order to clarify bidders' queries on the bid document and to enable them to understand the exact requirements of the Company and modality of execution of the contract, a pre-bid conference will be held on **08.02.2012** at 11:00 hrs (IST) in the office of OIL's General Manager (RP) at Jodhpur, Rajasthan. Prospective Bidders, who are interested to attend the pre-bid conference, should intimate "Chief Manager (M&C), Oil India Limited, 12, Old Residency Road, Jodhpur –342011" at least one day ahead of the conference.
- 1.2.2 Maximum 2 (two) representatives of each prospective bidder, to whom the tender documents have been issued by Company, shall be allowed to attend the pre-bid conference on submission of their authorization letter.
- 1.2.3 The bidder shall bear all the costs for attending the pre-bid conference and Company will not reimburse the same under any circumstances.

A. BIDDING DOCUMENT

- 2.0 The services required, bidding procedures and contract terms are prescribed in the Bidding Document. This bidding document includes the following:
- (a) A forwarding letter highlighting the following points:
- i) Oil India Limited 's Tender No.
 - (ii) Bid closing date and time
 - (iii) Bid opening date, time and place
 - (iv) The amount of Bid Security
 - (v) The amount of Performance Guarantee
 - (vi) Quantum of Liquidated Damages
- (b) Invitation for Bids (Section - I)
- (c) Instructions to Bidders (Section - II)
- (d) General Terms & Conditions of Contract (Section - III)
- (e) Special Terms & Conditions of Contract (Section – IV)
- (f) Scope of Work / Terms of Reference (Section - V)
- (g) Bid Form and Price Schedule (Section – VI)
- (g) The Bid Security Form (Section - VII)
- (h) The Performance Security Form (Section - VIII)
- (i) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC)-(Section - IX)
- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or submission

of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk & responsibility and may result in rejection of their bid.

3.0 AMENDMENT OF BIDDING DOCUMENTS:

3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document through an Addendum.

3.2 The Addendum will be uploaded in OIL's e-Portal in the C-folder under tab "Amendments to Tender Documents". Prospective Bidders, who submitted the tender fee, shall also be intimated about the amendments through e-mail/fax/courier etc. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

B. PREPARATION OF BIDS

4.0 LANGUAGE OF BIDS:

The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English version which shall govern for the purpose of bid interpretation.

5.0 DOCUMENTS COMPRISING THE BID:

The bid to be submitted by the Bidder shall comprise of the following components:

I. TECHNICAL BID

- (i) Complete technical details of the services and equipment specifications with catalogue, etc. as applicable.
- (ii) **Documentary evidence established in accordance with Para 8.0 below.**
- (iii) Bid Security (scanned copy) furnished in accordance with Para 9.0 below.
- (iv) Statement of compliance as per **Proforma – I** of Section – IX.
- (v) Duly signed Integrity Pact as per **Proforma – III** of Section –IX.
- (vi) Agreement between Bidder & Their Parent Company as per **Appendix-I** of Section – IX.
- (vii) Parent Company Guarantee (Deed of Guarantee) as per **Appendix-II** of Section – IX.
- (viii) List of Items to be imported without indicating the CIF Value.
- (ix) All other Annexure/Appendices and Proforma as required in the Tender.

II. COMMERCIAL (PRICED) BID

Rates and prices to be quoted as per online format available in OIL's e-portal and completed in accordance with Clause No. 6.0 and 7.0 herein below.

- (i) Schedule of Rates as per online format (ref. PROFORMA – II of Section – IX).
- (ii) List of items to be imported indicating their CIF value

6.0 BID PRICE:

6.1 Prices must be quoted by the Bidders online as per format available in OIL's E-Portal.

- 6.2 Price quoted by the Successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 6.3 All duties and taxes including Customs Duty (if any), Corporate income taxes, Service tax and other levies payable by the Contractor under the Contract for which this Bid Document is issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. All applicable taxes, duties and levies on the materials to be supplied or arising out of the profits on the contract shall be borne by the bidder as per rules of the country.
- 6.4 Since this tender is floated for availing services for the purpose of Petroleum Exploration in India in NELP Block for which licenses have been issued after 01.04.1999, the prevailing rate of **Customs Duty** towards import of equipment, spares and consumables etc. for execution of the contract is **NIL** as per Government policy presently in vogue. (Ref. Notification No. 21/2002-Customs dated 01.03.2002 and as amended vide Notification No. 26/2003-Customs dated 01.03.2003). Therefore, OIL INDIA LIMITED will issue Recommendatory Letters to enable the Contractor to obtain necessary Essentiality Certificates from DGH to facilitate duty free imports essential for execution of this contract. However, securing EC and payment of port rent, demurrage etc. will exclusively rest on the Contractor.

7.0 CURRENCIES OF BID AND PAYMENT:

- 7.1 A foreign Bidder expecting to incur a portion of its expenditure in the performance of the contract in Indian Rupees and wishing to be paid accordingly shall so indicate in its bid. In such a case, the Bid shall be expressed in different currencies and the respective amount in each currency shall together make up the total price.
- 7.2 Indian bidders are permitted to quote in any currency (including Indian rupees) and receive amounts in such currencies on par with foreign bidders.
- 7.3 However, currency once quoted will not be allowed to be changed.

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

These are listed in Bid Rejection Criteria vide Section – IX of the Bidding document.

9.0 BID SECURITY:

- 9.1 The **Original Bid Security** for the amount as specified in the "Forwarding Letter" must reach the office of Chief Manager (M & C), Oil India Limited, 12-Old Residency Road, Jodhpur-342 011, Rajasthan, India before the scheduled Bid Closing Date and Time of the Tender, otherwise Bid will be rejected. Tender Number (**CJG4586P12**) and the Description work must be clearly highlighted on the envelope containing the original Bid Security. A scanned copy of this document should also be uploaded alongwith the un-priced Technical Bid on e-portal.
- 9.2 Pursuant to Para 5.0 above, the Bidder during online submission of its bid shall furnish as part of its Techno- Commercial Bid, Bid Security (scanned copy) in the amount as specified in the "Forwarding Letter".
- 9.3 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 9.8 below.
- 9.4 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 or irrevocable Letter of credit issued by a scheduled Indian Bank or a foreign Bank located in India in the form provided in the Bid document (Ref. Section-VI 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).
- 9.5 Any Bid not secured in accordance with above-mentioned sub-paragraphs will be rejected by Company as non-responsive, except those are exempted.
- 9.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.
- 9.7 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the performance security.
- 9.8 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.

10.0 PERIOD OF VALIDITY OF BIDS:

- 10.1 Bids shall remain valid for 180 days after the date of bid opening prescribed by the Company.
- 10.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (by Fax or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid but shall arrange suitable validity extension of their bid security provided under para 9.0 above.

11.0 FORMAT AND SIGNING OF BID:

As the Bids are to be submitted ONLINE with digital signature, manual signature is not required.

B. SUBMISSION OF BIDS:

12.0 ONLINE SUBMISSION :

- 12.1 The Bid should be submitted online up to 12:30 Hrs. (IST) (Server Time) on the date as mentioned and will be opened on the same day at 15:00 Hrs. (IST) at the office of Chief

Manager (M&C), Oil India Limited, 12-Old Residency Road, Jodhpur – 342 011, Rajasthan, India in presence of authorized representative of the bidder.

- 12.2 The Rates/Prices along with price related conditions should be filled online in the Price-Bid screen. All other techno-commercial documents other than the cost details to be submitted with unpriced bid as per tender requirement placed in the “Techno- Commercial” bid folder.
- 12.3 The Bid and all uploaded documents must be digitally signed by duly authorized representative of the bidding company using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 12.4 The Bidder will be responsible for ensuring the validity of digital signature and its proper usage by their employee. **The authenticity of above digital signature shall be verified through authorized CA after the bid opening. If the digital signature used for signing is not of “Class-3” with Organization name, the bid will be rejected.**
- 12.5 The Tender is invited under SINGLE STAGE TWO-BID SYSTEM. Therefore, the Bidder has to submit both the “TECHNICAL” and “COMMERCIAL” bids through electronic form in OIL’s e-Tender Portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications defined in the Tender and the Commercial Bid as per the online Commercial Bid Format.
- 12.6 In Technical Bid Opening, only the Collaboration Folder (C-folder) will be opened. Therefore, the Bidder should ensure that Technical Bid is uploaded in the C-Folder link (Collaboration link) under the Techno-Commercial Bid Tab Page only. No rate/price should be given in above C-folder, otherwise the offer will be rejected. Please go through the help document provided in OIL’s e-Portal in details before uploading the document.
- NB** : All the Bids must be digitally signed using “Class-3” digital signature certificate with Organizations Name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 12.7 The Integrity Pact is applicable against this Tender. OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed herewith to the Tender Document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the Bidder (alongwith their Technical Bid) duly signed digitally by the same signatory who signed the bid i.e., who is authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the Bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed acceptance of all terms & conditions mentioned therein and that all pages of the Integrity Pact have been signed by the bidder’s authorized signatory who signs the Bid.
- 12.7.1 OIL has appointed Shri N. Gopaldaswami, Ex-CEC and Shri R.C. Agarwal, IPS (Retd) as Independent Monitors (IEMs) for a period of three (3) years to oversee implementation of the Integrity Pact in OIL. Bidders may contact the Independent Monitors for any matter related to this Invitation for Bid (IFB).
- 12.8 Rates/Prices must be quoted/maintained in the “online price schedule” only. OIL will consider the rates/prices quoted in the “online price schedule” only.

12.9 Timely submission of online bids is the responsibility of the Bidders. The Bid alongwith all annexures and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The Bid submitted in physical form against e-procurement tenders shall not be given any cognizance. However, the following documents should necessarily be submitted in physical form in sealed envelope. The Tender No. and the Date of Bid Closing/Opening must be prominently marked on the outer cover/envelope containing these documents and should be sent to Chief Manager (M & C), Oil India Limited, 12-Old Residency Road, Jodhpur-342 011, Rajasthan, India so as to reach before the scheduled Bid Closing Date and Time of the Tender.

(i) The Original Bid Security

(ii) Other documents required to be submitted in original as per tender requirement, if any.

(iii) Printer Catalogue and literatures if called for in the Tender.

13.0 DEADLINE FOR SUBMISSION OF BIDS :

13.1 Bidders will not be permitted by the System to make any change in their Bid after it is uploaded. The Bidder may however request CHIEF MANAGER (M & C) for returning their Bid before the due date of submission and resubmit their bid after necessary revision/correction, if so envisaged any. But no such request will be entertained once the due date for submission of Bid is reached and/or bids are opened.

13.2 No bid can be submitted/uploaded after the submission deadline is reached. The system time displayed on e-procurement web page shall decide the submission deadline.

14.0 EXTENSION OF BID SUBMISSION DATE/TIME :

Normally no request for extension of Bid Closing date & Time will be entertained by Company. However, in case of any change in the specifications, inadequate response or for any other reasons, Company may at its discretion or otherwise, extend the Bid Closing Date and/or Time.

15.0 FORMAT OF BID SUBMISSION :

15.1 Bids to be submitted online at OIL's E-PORTAL. Detailed instructions are available in "HELP DOCUMENTATION" in the E-PORTAL. Guidelines for bid submission are also provided in this tender document.

15.2 The offer should contain complete specifications, details of the services, key personnel and equipment/accessories offered together with other relevant document/literature/ catalogue etc. The Bid Security (Scanned Copy) mentioned in para 9.0 above should be uploaded with the Technical Bid. The price information should not be put alongwith the Technical Bid.

15.3 The terms and conditions of the contract to be entered with the successful bidder are given in various Sections of this bid document. Bidders are requested to state their compliance/non-compliance to tender clauses as per PROFORMA-I to Section – IX.

16.0 INDIAN AGENTS :

Foreign Bidders are requested to clearly indicate in their quotation whether they have an agent in India. If so, the bidders should furnish the name and address of their agents and state clearly whether these agents are authorized to receive any commission out of this contract. The rate/amount of commission payable to the Agent and included if any in the quoted rates of the bidder should be confirmed categorically, which would be paid in non-convertible

Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that no agency commission is involved in the particular bid. Moreover, Bidders are requested to quote directly and not through their agents.

17.0 LATE BIDS:

Bidders are advised in their own interest to ensure that the bids are uploaded in the system well before the closing date and time of the bid. Company will not be responsible for any failure to upload the Bids due to last minute rush.

18.0 MODIFICATION AND WITHDRAWAL OF BIDS :

18.1 After the Bid is uploaded by the Bidder in the system, they will not be permitted by the System to make any change in their Bid. For making any such subsequent modification/correction, the Bidder has to request CHIEF MANAGER (M & C) for returning their Bid before the due date of submission and re-submit their bid after necessary revision/ correction within the deadline. But no such request will be entertained once the due date for submission of Bid is reached and/or bids are opened.

18.2 The Bidder, after submission of bid, may withdraw its bid entirely by written notice to Company prior to bid closing without forfeiting their Bid Security.

18.3 Bids should not be withdrawn during the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

19.0 BID OPENING AND EVALUATION

19.1 Company will open the Bids, including submissions made pursuant to para 18.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorized letter from the bidder at the time of opening of tender. Unless this Letter is presented, the representative will not be allowed to attend the tender opening. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. **Only one representative against each bid will be allowed to attend.**

19.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to para 18.2 above shall not be opened. On opening the remaining bids, Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.

19.3 At bid opening, Company will announce the Bidders' names, written notifications of bid withdrawal, if any, and such other details including submission of requisite Bid Security etc. as the Company may consider appropriate.

19.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with above sub-clauses.

19.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidders for clarifications on their bids. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. **Bidder shall mention the name, designation, address, e-mail & fax number of the contact person authorized for providing clarifications on their**

bids. All the clarifications shall be in writing and duly signed by authorized person. Clarification through e-mail should also be signed, scanned and send in pdf format followed by confirmation in hard copy. Bidder must respond to clarification within the time limit as given by the Company.

- 19.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For this purpose, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A materials deviation or reservation is one which effects in any substantial way the scope, quality or performance of work, or which limits in any substantial way, in consistent way with the bidding document, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidences.
- 19.7 A Bid determined as not substantially responsive will be rejected by the Company and can not subsequently be made responsive by the Bidder through corrections of the non-conformities.
- 19.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 20.0 OPENING OF COMMERCIAL (PRICE) BIDS:
- 20.1 Company will open the Commercial Bids of the technically qualified Bidders on a specific pre-determined date in presence of representatives from the interested qualified bidders. Technically qualified Bidders will be intimated about the price bid opening date in advance.
- 20.2 The Company will examine the Priced Bids to determine whether they are complete, any computational errors have not been made, the documents have been properly signed, and the bids are generally in order.
- 20.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.
- 21.0 EVALUATION AND COMPARISON OF BIDS :
- 21.1 The Company will evaluate and compare the commercial bids as per Bid Evaluation Criteria **(section-IX) of the tender document.**
- 21.2 **While evaluating the bids, the closing rate of exchange declared by State Bank of India on the day prior to price bid opening will be taken in to account for conversion of foreign currency into Indian Rupees.** Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by the State Bank of India on the date prior to the final decision will be adopted for conversion.
- 22.0 LOADING OF FOREIGN EXCHANGE :

There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic bidders.

23.0 CONTACTING THE COMPANY :

23.1 Except as otherwise provided in para 18.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid submission to the time the Contract is awarded except as required by Company vide para 19.0.

23.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in rejection of their bid.

D. AWARD OF CONTRACT

24.0 AWARD CRITERIA:

The Company will award the Contract to the Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

25.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

Company reserves the right to accept any bid and to reject any or all bids and/or to annul the bidding process in entirety, at any time prior to award of contract, without thereby incurring any liability to the affected bidders or any obligation to inform the participating bidders of the ground for Company's action.

26.0 NOTIFICATION OF AWARD:

26.1 Prior to expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder in writing by registered letter or by fax (to be confirmed in writing by registered / courier letter) that their bid has been accepted.

26.2 The notification of award will constitute the formation of Contract.

27.0 PERFORMANCE SECURITY:

Within 15 days of 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 (Ref. Section – VIII) and as defined in General Terms & conditions herein.

28.0 SIGNING OF CONTRACT:

28.1 At the same time as the Company notifies the successful Bidder that their Bid has been accepted, the Company will either invite the bidder for signing of the agreement or send the formal Contract document. The contract document will be accompanied by the General & Special Conditions of Contract, technical specifications, schedules of rates and all other relevant documents.

28.2 Within 30 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

(END OF SECTION – II)

SECTION – III

GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS :

1.1 In this Agreement, the following terms shall be interpreted in accordance to the meaning assigned below to them respectively:

- a) "Contract" means the agreement to be entered into between Company and Contractor including the terms and conditions as recorded therein and all annexures & attachments thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the Contractor under the full and proper performance of its contractual obligations.
- c) "The Work" means each and every activity required for the successful performance of the services described in this Contract.
- d) "Company" means OIL INDIA LIMITED and its executors, successors and assignees
- e) "Company Representative" means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination and project management at site.
- f) "Contractor" means the individual or firm or body incorporated providing the services under this contract and its executors, successors and assignees.
- g) "Site" means the land and other places, provided/designated by Company on which the Works are to be executed by the Contractor.
- h) "Company's Items" means the equipment, materials and services that are to be provided by Company or Contractor at the expense of Company.
- i) "Contractor's Items" means the equipment, materials and services that are to be provided by the Contractor at the expense of the Contractor.
- j) "Commencement Date" means the date on which the Contractor's Personnel start operation/service at site as mentioned in the Contract.
- k) "Contractor's personnel" means the personnel provided by Contractor from time to time to conduct operations hereunder.
- l) "Base Office" The contractor shall have a base office at Jodhpur to be manned by competent personnel, who shall act for the Contractor in all matters relating to Contractor's obligations under the Contract.
- m) "Gross Negligence" as used in this contract shall mean "willful and wanton disregard for harmful, avoidable and foreseeable consequences".

2.0 EFFECTIVE DATE, MOBILISATION AND COMMENCEMENT DATE :

- 2.1 The Contract shall become effective as of the date the Company notifies the Contractor regarding award of Contract. Such date of notification of award of contract will be the effective date of Contract. The rates, terms and conditions of the contract shall continue till completion of jobs including the extension period, if any.
- 2.2 The mobilization of all equipment and personnel for seismic data acquisition shall commence from the date of issue of the firm "Letter of Award" by Company to Contractor confirming award of Contract and continue till the entire equipment/ tools/personnel are properly positioned, camp is established/made ready for use, **pre-acquisition experimental work completed** and acquisition of 3-D Seismic Data is actually started in the field.
- 2.3 The successful bidder must mobilize and commence operation within 90 days from the date of issue of Letter of Award (LOA) by Company. Mobilization shall be deemed to be completed when all personnel, equipment, tools, consumables and field crew are mobilized and also the equipment are fully tested & calibrated and necessary pre-acquisition experimental work conducted as specified in scope of work and first regular production record is taken and accepted by the Company. The time spent on the pre-acquisition experimental work is inclusive in the above mobilization period. However, the actual time spent on this pre-acquisition experimental work will be paid as per rate quoted against "Cost for Experimental Recording" i.e. Srl. No. 2 of Price Bid Format (PROFORMA-II).
- 2.4 Company prefers that Contractor shall mobilize all the survey equipment within 60 days from the date of issue of LOA, so that initial survey work can be started/undertaken at an early date. This will help the Contractor to commence production within 90 days. The period for the completion of the job will be counted from the time when the first acceptable production record is taken and certified by the Company representative as acceptable.
- 2.5 The date on which the mobilization as above is completed and the field crew starts taking actual production record will be treated as the date of Commencement.

3.0 WORK COMPLETION TIME:

- 3.1 **Data Acquisition:** The successful bidder upon receipt of LOA from Company must mobilize all their resources and complete the pre-acquisition experimental work in the field within 90 days. Early mobilization will be highly appreciated by Company. The Contractor, thereafter, shall put all efforts to complete data acquisition of 108 Sq. km of 56 fold High Resolution Vibroseis Seismic Data in one (01) month from the date of completion of mobilization.
- 3.2 **Data Processing:** The Contractor is required to start processing of the acquired seismic data within 07 days of completion of seismic data acquisition in the Block. Contractor shall collect and transfer all relevant data to their Seismic Data Processing Centre at their cost. The processing job should start immediately thereafter. The Data processing job should be completed within one (1) month from the date of start of processing work.
- 3.3 The Contractor will submit the final report of seismic data processing within fifteen (15) days after completion of processing.
- 3.4 Scheduled time for completion of different activities is as mentioned below:

Sl.No.	Job	Time (in Days)
1	Mobilization & Pre-acquisition work from the date of issue of LOA.	90 Days
2	Seismic Data Acquisition from the date of completion of Mobilization.	30 Days
3	Transfer of Acquired data to processing center within 7 days from completion of Acquisition.	07 Days
4	Seismic data Processing	30 Days
5	Submission of Final Processing report after completion of Processing.	15 Days

3.3 The total time period for completion of the work is five (05) months and twenty two(22) days from the date of issue of LOA, which includes mobilization, pre-acquisition experimental work, 3D data acquisition, processing, submission of deliverables, reports etc.

4.0 LIQUIDATED DAMAGES & PENALTY FOR DEFAULT IN TIMELY COMPLETION:

LIQUIDATED DAMAGES:

- 4.1 In the event of the Contractor's default in timely mobilization as defined in para 2.3 above for commencement of seismic survey within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% (half percent) of the total value of the contract for delay per week or part thereof, subject to maximum of 7.5% (seven and half percent) of total estimated contract value. Liquidated damages will be reckoned after 90 days from the date of notification of award of the Contract (LOA) issued by Company. The Company also reserves the right to cancel the contract without any compensation whatsoever in case of failure to mobilize and commence operation within the stipulated period.
- 4.2 In the event of the Contractor's failure to complete the Seismic Data Processing of acquired 108 Sq. Km of 56 fold High Resolution 3D Vibroseis Data within the specified time frame of one (01) month from the date of start of processing work as defined in para 3.2 above, the Contractor shall be liable to pay liquidated damages @ 0.5% (half percent) of the total value of the contract for delay per week or part thereof, subject to maximum of 7.5% (seven and half percent) of total estimated contract value. Liquidated damages will be reckoned after 37 days from the date of completion of data acquisition in the block.
- 4.3 However, in any case the sum of total amount of Liquidated Damages, payable if any against this agreement under provision of Clause No. 4.1 and 4.2 above together, will not exceed 7.5 % of total evaluated agreement value. Liquidated Damages as set forth above is the genuine pre-estimate agreed by both the parties for the damages on account of delay in job execution and Company may without prejudice to any other right or remedy available to it, recover the amount so calculated from Contractor as agreed liquidated damages and not by way of penalty.

PENALTY FOR DEFAULT IN TIMELY COMPLETION:

- 4.4 In the event of Contractor's failure to complete the Seismic Data Acquisition of contractual volume of 108 Sq. Km within the time frame of one (01) month from the date of completion of Mobilization (ref. para 3.1 above), the Contractor has to complete the remaining volume of jobs i.e. 3D data acquisition, LVL, Up-hole survey and Reference Pillar Fixing with a penalty of 10% on the quoted rates for these jobs. This penalty will be levied only on the remaining volume of jobs i.e. 3D data acquisition, LVL, Up-hole survey and Reference Pillar Fixing after expiry of the stipulated time period of one (01) month.

4.5 Additional quantum of work beyond 108 Sq. Km, if requisitioned by Company as per clause No. A1.3 & B 1.2 in Section-V (Scope of Work/Terms of Reference), shall be completed in additional period in proportionate to the agreed time frame for the original quantum of 108 Sq. Km. However, if Contractor fails to complete this extended volume within such additional period, Liquidated Damages or/and Penalty as stipulated above will also apply.

5.0 PERFORMANCE SECURITY:

5.1 Within 15 days of 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 (Ref. Section – VIII) or in any other form acceptable to the Company from any of the following Banks. 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. The Bank Guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Jodhpur (Rajasthan) or alternatively at the issuing bank's branch located at New Delhi, India.

- (i) Any Nationalised/Scheduled Bank in India
- (ii) Any Indian Branch of a Foreign Bank
- (iii) Any reputed foreign bank having correspondent Bank in India

5.2 The performance security specified above must be valid for four (04) months beyond the expiry date of the contract to cover warranty obligations 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 enhance the value of the performance security to cover 7.5% of the evaluated contract value for the extended period and also to extend the validity of the performance security accordingly.

5.3 The performance security will be discharged by Company after successful completion of Contractor's performance obligations, including the warranty obligations, if any.

5.4 Failure of the successful bidder to comply with the requirements of para 28.0 (Section-II) and/or para 2.3 & 5.1 (Section-III) herein above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event, the Company may award the contract to the next lowest evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

INVOCATION OF PERFORMANCE BANK GUARANTEE

5.5 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.

5.6 Company will have the right to invoke the Performance Bank Guarantee in case the Contractor fails to mobilise the Equipment, tools and personnel etc. within the stipulated period irrespective of any reasons whatsoever.

6.0 GENERAL OBLIGATIONS OF CONTRACTOR:

The Contractor shall, in accordance with and subject to the terms and conditions of this contract;

- 6.1 Perform the work described in the Terms of Reference/Scope of Work/Technical Specifications vide Section – V in most efficient and cost effective manner adhering to the agreed time schedule.
- 6.2 Except as otherwise provided in this contract, deploy all equipment/tools/materials and requisite manpower to perform the assigned work.
- 6.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 6.4 Contractor shall be deemed to have satisfied themselves before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 6.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of obligations.

7.0 GENERAL OBLIGATIONS OF COMPANY:

Company shall, in accordance with and subject to the terms and conditions of the contract;

- 7.1 Pay Contract from time to time the amount calculated on the basis of jobs executed and rates as agreed.
- 7.2 Allow Contractor and their personnel access, subject to normal security and safety procedures to all areas as required for orderly performance of work.
- 7.3 Perform all other obligations of Company required by the terms of the contract.

8.0 PAYMENT TERMS:

- 8.1 Company shall pay to the Contractor during the term of the contract the amount due from time to time calculated according to the agreed rates/prices and in accordance with other provision thereof against submission of Invoices by Contractor as detailed below. No other payments shall be due from Company unless specifically provided for in the contract or agreed to in writing by Company.
- 8.2 All payments due by Company to Contractor hereunder shall be made at Contractor's designated bank through electronic mode. However, bank charges, if any, shall be to the account of the Contractor.
- 8.3 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.

9.0 SUBMISSION OF INVOICES BY CONTRACTOR FOR PAYMENT BY COMPANY:

- 9.1 Contractor shall submit four original sets of all invoices (including invoices for Mobilisation and Demobilisation charges as payable) to the Company in its office at Jodhpur (GEOSCIENCE Department) for processing payment, separate invoice for the charges

payable under the contract shall be submitted by the Contractor for Foreign currency and Indian currency, if any.

- 9.2 Payment of invoices, if undisputed shall be made within 45 days following the date of receipt of invoice by Company, excepting for the first two invoices where some delay (up to 30 days) beyond 45 days may occur due to involvement of protracted Govt. formalities/clearances etc..
- 9.3 Invoice for Mobilisation Charges, if any, should be submitted only after commencement of actual field data acquisition upon completion of Mobilisation in all respect as defined in the contract.
- 9.4 The Contractor shall raise **monthly invoice** for the following:
- a. Swaths in which 3D seismic data acquisition completed in all aspects and handed over to the Company at the office of the General Manager(Geosciences), Rajasthan Project(RP), OIL, Jodhpur. **Payment will be made for the completed Swaths only.**
 - b. Processed & Interpreted LVL Survey data submitted during the month.
 - c. Processed & Interpreted Up-Hole Survey data submitted during the month.
 - d. Reference points fixed using DGPS during the month and submitted along with the processed data & report.
- 9.5 The Contractor shall raise invoice for demobilization of 3D crew & equipment after completion of demobilization.
- 9.6 The Contractor shall raise **one time invoice** for data processing charges on completion of data processing including submission of deliverables & processing report.
- 9.7 Company shall within 30 days of receipt of the invoices 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 8.3 above.
- 9.8 The acceptance by Contractor of part payment of any bill not paid on or before the due date shall not be deemed a Waiver of Contractor's right in respect of any other billings, the payment of which may then or thereafter be due.
- 9.9 Payment for Demobilisation Charges, if any, will be paid after completion of Contractor's all obligations including submission of final reports and acceptance of same by Company. Contractor will have to furnish the following documents to the Company, if sought for, at the time of demobilization, prior to Company releases the payment against Contractor's final bill/invoice.
- i) Audited account up to completion of the contract.
 - ii) Tax audit report for the above period as required under the Indian Tax Laws.
 - iii) Documentary evidences regarding the submission of returns and payment to taxes for expatriate personnel engaged by Contractor or its sub-Contractor.
 - iv) Proof of re-export of all items (excepting consumables consumed during the contract period) and also cancellation of re-export bond, if any.
 - v) No dues certificate from the District Transport Authorities.

- vi) Any other documents as required by applicable Indian Laws.
- 9.10 Income tax will be deducted at source from the invoice at the applicable rates as per Indian Law.
- 9.11 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based, for two years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objections.
- 9.12 Contractor shall maintain an Attendance Register to record day-to-day attendance of all the labourers engaged by them for verification by Labour Department.

10.0 TAXES AND LEVIES:

- 10.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payment received under the contract will be on Contractor's account.
- 10.2 Taxes will be deducted at source from all payments released to the Contractor, both in foreign currency and non-convertible Indian Rupees at the specified rate of income tax as per the provisions of Indian Income Tax Act.
- 10.3 Contractor shall be responsible for and pay the personnel taxes, if any, for all the personnel deployed in India.
- 10.4 Contractor shall furnish to the Company, if and when called upon to do so, relevant statements of accounts or any other information pertaining to work done under this Contract 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.
- 10.5 Prior to start of Survey operations under the Contract, Contractor shall furnish to Company necessary documents, as asked for by Company and or any other information pertaining to the Contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to Contractor.
- 10.6 Tax clearance certificate for personnel tax, corporate taxes and service tax shall be obtained by the Contractor from appropriate Indian tax authorities as required, and furnish to Company, if asked for.
- 10.7 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.
- 10.8 All local and Central Taxes, levies, R&D cess, duties and Octroi etc. on the purchases and sales made in India by Contractor or on the Sales made by Contractor to Company if any, shall be borne by Contractor.

11.0 CUSTOMS DUTY:

- 11.1 Company shall assist the Contractor to the extent permissible for import of equipment, materials, consumables etc., and to avail any customs duty concession/exemption as applicable from time to time for execution of this contract. As per existing Government policy/guidelines, if the goods are imported for use in Petroleum Operations, the applicable custom duty rate is Nil (Ref. Notification No. 21 dated 01.03.2002 and as amended by corrigendum No. 26/2003-Customs dated 01.03.2003). Company shall provide all reasonable assistance viz., recommendatory letter for obtaining Essentiality Certificate for availing

nil/concessional rate of custom duty, but the responsibility for clearance will rest with the Contractor. Any demurrage in this process will be at Contractor's cost. Contractor's request for any documentary assistance from the Company shall be made well in time. Contractor should submit the import invoice(s) clearly indicating list of items with FOB/CIF value required to be imported in connection with the survey work at least 15 days in advance.

- 11.2 However, port clearance, both for import and re-export of the equipment, accessories and spares/consumables for the survey including payment of duties/charges will be the sole responsibility of the Contractor and will be to Contractor's account.
- 11.3 Customs Duties or other duties on imports or any other charges or duties on personal effects of Contractor's and their sub-contractor's employees, will be at Contractor's cost.
- 11.4 Wherever import of equipment/tools etc. on re-export basis is resorted to, the Contractor will ensure that all items (except consumables which get consumed during the operations under this contract) are re-exported out of India and take appropriate action to ensure that the re-export bonds executed by the Company are redeemed within the shortest possible time. The payment against the last monthly invoice will be released by the Company only after completion of the above.

12.0 SUBSEQUENTLY ENACTED LAWS:

Subsequent to date of bid submission, if there is a change in or enactment of any law or interpretation of existing law which results in an additional cost/reduction in cost under the contract to Contractor such as but not limited to Corporate tax, Local taxes, Octroi, Sales tax, Levies etc., the additional cost/reduction in cost shall be reimbursed by Company to Contractor or by Contractor to Company as the case may be.

13.0 INSURANCE:

- 13.1 Contractor shall arrange comprehensive insurance to cover all risks in respect of their personnel, materials and equipment belonging to Contractor or its sub-contractor during the currency of the contract.
- 13.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others:
 - a. Comprehensive workmen compensation insurance as required by the laws of the country of origin of employer, employee.
 - b. Employer's Liability Insurance as required by law in the country of origin of employee.
 - c. General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage to property. This insurance must cover all operations of Contractor required to fulfill the provisions under this Contract.
 - d. Contractor's equipment provided by the Contractor for performance of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
 - e. Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits as per Indian Insurance Regulations.
 - f. Public liability insurance as required under Public Liability Insurance Act.

- 13.3 Contractor will obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Company's account.
- 13.4 Any deductibles set forth in any of the above insurance shall be borne by Contractor.
- 13.5 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies relating to Contractor's operations hereunder indicating:
- (a) Kinds and amount of insurance as required herein
 - b) Insurance company or companies carrying the aforesaid coverage
 - c) Effective and expiry dates of policies
 - d) Territorial limits of the policies.
- 13.6 If any of the above policies expire or is cancelled during the term of this Contract and Contractor fails for any reason to renew such policies, then Company will renew/replace the same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried by Contractor hereunder for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.
- 13.7 Contractor shall require all of their sub-contractors to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform Company about the coverage prior to the commencement of agreements with its sub-Contractor.
- 13.8 All insurances taken out by Contractor or their sub-contractors shall be endorsed to provide that the underwriters waive their rights of recourse on Company.

14.0 APPLICABLE LAWS:

- 14.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India.
- 14.2 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 Contract:
- 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) Contract 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
 - j) Customs and Excise Act & Rules
 - k) Insurance Act

15.0 WITH-HOLDING:

- 15.1 Company may with-hold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of:
- (a) For non-completion of jobs assigned as per Section-V.
 - (b) Contractor's indebtedness arising out of execution of this contract.

- (c) Defective work not remedied by Contractor.
- (d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- (e) Failure of Contractor to pay or provide for the payment of salaries / wages, contributions, unemployment, compensation, taxes or enforced savings with-held from wages etc.
- (f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- (g) Damage to another Contractor of Company.
- (h) All claims against Contractor for damages, compensation and injuries, and / or for non-payment of bills etc.
- (i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.
- (j) With-holding will also be effected on account of the following :
 - i) Garnishee order issued by a Court of Law in India.
 - ii) Income tax deductible at source according to law prevalent from time to time in the country.
 - iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.

15.1.1 When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held.

15.2 Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor which is directly / indirectly to some negligent act or omission on the part of Contractor relating to the Contractor's obligation on the Contract.

16.0 SET OFF:

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

17.0 WARRANTY AND REMEDY OF DEFECTS:

Contractor warrants that it shall perform the work in a first class, workmanlike and professional manner and that all work shall be performed in accordance with the highest quality, efficiency and current state-of-the-art oilfield practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance which Company may from time to time furnish to Contractor.

18.0 USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 18.1 Contractor shall not, without Company's written consent disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 18.2 Contractor, shall not, without Company's prior written consent, make use of any document or information except for purpose of performing the Contract.
- 18.3 Any document provided by the Company other than the Contract itself shall remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract, if so required by Company.

19.0 GRANTING OF PRICE PREFERENCE TO DOMESTIC BIDDERS (APPLICABLE TO ICB TENDERS ONLY):

- 19.1 Domestic bidders would be entitled to a price preference up to ten percent (10%) over the lowest acceptable (evaluated) Foreign bid subject to value addition. For ensuring value addition and eligibility for price preference, domestic bidders should provide all evidence necessary to prove that they meet the following criteria:
- (a) Be registered within India
 - (b) Have majority ownership by Nationals of India
 - (c) Not sub-contract more than 80% of the works measured in terms of value, to Foreign contractors.
- 19.2 For meeting the criteria at (c) above, domestic bidders should obtain a certificate in original from practicing Statutory Auditor engaged by them for auditing their annual accounts, which could establish that not more than 80% of the works measured in terms of value has been sub-contracted to Foreign contractors. The original certificate indicating various sub-contracting details in percentage terms as well as in absolute value should be submitted in the priced bid. However, a copy of the Statutory Auditor's certificate indicating various sub-contracting details in percentage terms only and with price details should be submitted in the un-priced bid.
- 19.3 Consortium between domestic(Indian) and foreign firms led by Indian firm shall also be eligible for the price preference provided they fulfill the conditions of price preference given for domestic bidder at (a), (b) & (c) above. However Consortium between domestic and foreign firms led by foreign firms shall not be eligible for price preference even though their domestic partner satisfies the conditions given for domestic bidder at (a), (b) & (c) above.
- 19.4 It must be noted that above information so furnished, if at any stage found wrong, incorrect or misleading, will attract action as per rules/law.
- 19.5 The bidders are requested to check the latest position on the subject on their own and OIL does not accept any liability whatsoever on this account.

(END OF SECTION – III)

SECTION – IV

SPECIAL TERMS & CONDITIONS OF CONTRACT

1.0 ASSOCIATION OF COMPANY’S PERSONNEL:

Company’s Geoscientists will be associated with the work throughout the data acquisition phase. The Contractor shall execute the work of seismic data acquisition, with professional competence and in an efficient workman like manner and provide Company with the standard of work, customarily provided by reputed Geophysical and Geological Contractors to major international Oil Companies in the Petroleum Industry. Company will also depute its representatives to Contractor’s Data Processing Centre during Data Processing Phase.

2.0 CONTRACTOR’S PERSONNEL:

Contractor warrants that it shall deploy competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe all applicable safety requirements. Upon Company’s written request, Contractor at its own expense shall remove immediately from his/her assignment any personnel determined by Company to be unsuitable and shall promptly replace such personnel with personnel suitable to Company.

IMPORTANT NOTES FOR DATA ACQUISITION PHASE:

- i) Obtaining necessary security clearance from the Ministry of Defence or any other clearances as may be applicable for the foreign nationals deployed in their workforce will be the sole responsibility of the bidder. However, company will help to the extent possible in providing any documents/certificates required in this regard.
- ii) Movement of personnel will be restricted to the laid down routes, camp sites and routine. Under no circumstances, shall the civilians be permitted near army installations/defence works.
- iii) Army troops deployed in the area will have the authority to check the photo identity cards, which will be provided to all Contractors’ personnel by the Contractor after requisite Police verification.

3.0 PROVISION OF PERSONNEL AND FACILITIES:

3.1 Contractor’s all personnel must have requisite experience in respective fields and should be fluent in English language. On Company’s request, Contractor shall remove and replace at his own expenses, any of his personnel whose presence is considered undesirable in the opinion of the Company.

3.2 The Contractor shall be responsible for and shall provide/make arrangements for all requirements of their own personnel as well as for their sub-Contractor’s, if any, including but not limited to their insurance, housing, medical services, transportation (both air and land), salaries and all amenities, all emigration requirement, taxes if any payable in India or outside at no extra charge to the Company.

4.0 LIABILITY:

4.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, contractors, or subcontractors, shall have any liability or responsibility whatsoever to

whomsoever (including the owner) for loss or damage to the equipment and/or loss or damage to the property of Contractor and/or its contractors or sub-contractors, irrespective of how such loss or damage is caused unless caused by willful and gross negligence of Company and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there-from.

- 4.2 Neither Company nor its servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility what-so-ever for injury to, illness, or death of any employee of Contractor and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused unless caused by willful and gross negligence of Company or its servants, agents, nominees, assignees, contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there-from.
- 4.3 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or sub contractors shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss of or damage to the equipment and/or loss or damage to the property of Company and/or its contractors or sub-contractors, irrespective of how such loss or damage is caused unless caused by willful or gross negligence of Contractor and/or its servants, agents, nominees, assignees Contractors and sub-contractors. Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting there-from.
- 4.4 Neither Contractor nor its servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury to, illness, or death of any employee of Company and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused unless caused by willful and gross negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Company shall protect, defend, indemnify and hold harmless contractor from and against such loss or damage and any suit, claim or expense resulting there-from.

5.0 INDEMNITY AGREEMENT:

- 5.1 Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits demands, and causes of action, liabilities, expenses, costs, liens and judgment of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part, or other faults.
- 5.2 Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, costs, liens and judgment of every kind and character, without limit, which may arise in favour of Company's agents contractors and sub-contractors or their employees on account of bodily injury, death or damage to personnel/property as a result of the operations contemplated hereby regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part, or other faults.

6.0 INDEMNITY APPLICATION:

The indemnities given herein above, whether given by Company or Contractor, shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or causes of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

7.0 CHANGES:

- 7.1 During the performance of the work, Company may make a change in the work within the general scope of the contract including, but not limited to, changes in methodology and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be effected by written change order signed by Company.
- 7.2 If a change results in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Upon review of Contractor's estimate, Company shall establish and set forth in the change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with the compensation or credit set forth in the change order, Contractor shall nevertheless perform the Work as changed, and the parties will resolve the dispute in accordance with Clause 10.0 hereunder. Contractor's performance of the Work as changed will not prejudice Contractor's request for additional compensation for Work performed under change order.

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 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 occur and should the same be notified within seventy two (72) hours after its occurrence the "force majeure" rate shall apply for the first ten days. 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 payment would apply after expiry of ten (10) days period unless otherwise agreed to.

9.0 TERMINATION:

9.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION)

The contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or 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 Para 8.0 above.

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 right 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 up-to 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 fifteen (15) days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

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 obligation of the Company to pay the rates or any other charges shall be limited to the period up to 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 results in Contractor being unable to perform their obligations hereunder for a period of 15 successive days (not including force majeure delay). Company, at its option, may terminate this 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 all above clauses and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except the payment for all services, personnel charges and other charges including demobilisation charges, if provided for in the contract, as per the Contract up to the date of termination.

9.10 In the event of termination of Contract, Company will issue Notice of Termination with date or event after which the Contract will be terminated. The Contract shall then stand terminated and the Contractor shall demobilise their personnel and materials.

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, India. The award made in pursuance thereof shall be binding on the parties.

11.0 NOTICES:

11.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing to the applicable address specified below:

<u>COMPANY</u>	<u>CONTRACTOR</u>
Oil India Limited,
12, Old Residency Road,
JODHPUR-342011
Rajasthan, INDIA.
Fax : 0291 2431689

11.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

12.0 SUBCONTRACTING:

12.1 Contractor shall not subcontract or assign, in whole or in part its obligations to perform under this Contract except with Company's prior written consent for hiring of labourers, vehicles, housekeeping services etc which will not be unreasonably withheld. Company will have the right to accept or reject any Sub Contractor so selected. It will be the contractor's responsibility to take written consent from the Company regarding the subcontracting prior to start of work.

12.2 Company shall have the right at any time to assign all or any part of its rights hereunder to related or affiliated or subsidiary company provided that such successor shall remain fully liable and responsible to Contractor and obligations imposed by the agreement.

12.3 Company will not allow any subcontracting pertaining to hiring of equipment, key personnel, and any part of the services as mentioned in Section-V (Scope of work/Terms of reference/ Technical Specification) of the tender document required for execution of this contract.

13.0 PATENT INFRINGEMENT:

13.1 Contractor shall defend and hold Company harmless against any and all claims, actions and liabilities for violation of any patent or patents brought against Company and/or use of any patented processes, compositions, machines or articles of manufacture. Company shall at all times have the right to be represented by its own counsel and participate in the defence of any action in which Company is a party defendant.

13.2 Company shall defend and hold Contractor harmless against any and all claims, actions and liabilities for violation of any patent or patents brought against Contractor and/or Company by any third party as a result of Company's use of any patented processes, composition, machines or articles of manufacture. Contractor shall at all times have the right to be represented by its own counsel and to participate in the defence of any action in which Contractor is a party defendant.

14.0 MISCELLANEOUS PROVISIONS:

14.1 Contractor shall give all notices and pay all fees required to be given or paid for by any National or State statute, ordinance, or other law, or any regulation, or bye-law of any local

or other duly constituted authority in relation to the performance of the services and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

- 14.2 Contractor shall conform in all respect with provisions of any such statute, ordinance or law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the services and with such rules and regulations of public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such statute, ordinance or law, regulations or bye-law.
- 14.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed, reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckages, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site all surplus materials, rubbish and temporary works of every kind, and leave the whole of the site in a clean condition to the satisfaction of Company.
- 14.4 Key personnel of Contractor performing the work under this contract cannot be changed as far as practicable during the tenure of the contract except due to sickness/ death/resignation of the personnel, in which case the replaced person should have equal experience and qualifications which will again subject to approval by Company.
- 14.5 All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site where the services are performed, shall be deemed to be the absolute property of Company. Contractor shall take reasonable precautions to prevent its personnel or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and, before removal, acquaint Company of such discovery and carry out, at the expense of Company, Company's orders as to the disposal of the same.

15.0 RECORDS, REPORTS AND INSPECTION:

The Contractor shall, at all times, permit the Company and its authorised employees and representatives to inspect equipment, all work performed and to witness and check the data, reports made in connection with the said work. The Contractor shall not, without Company's written consent allow any third person(s) access to the said work, or given out to any third person information in connection therewith.

16.0 EMPLOYMENT OF OFFICIAL OF THE COMPANY:

Firms/Contractors who have or had business relations with the Company are advised not to employ serving employees without its prior permission. It is also advised not to employ ex-personnel of the Company within the initial two years period after their retirement/resignation/severance from service without specific permission of the Company. Company may decide not to deal with such firm(s)/Contractors who fail to comply with the advice.

17.0 MOBILISATION ADVANCE PAYMENT:

- 17.1 Request for advance payment shall not be normally considered, however, depending on the merit and at the discretion of the Company advance against mobilization charges may be given at an interest rate of 1% above the prevailing lending cash credit rate of SBI compounding at quarterly rest from the date of payment of the advance till recovery /refund.

- 17.2 Advance payment if agreed by the Company shall be paid in minimum of two installments only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for two months beyond completion of mobilization date and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 17.3 In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

18.0 WAIVERS AND AMENDMENTS:

It is fully understood and agreed that none of the terms and conditions of the contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorised agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

19.0 POLLUTION OR CONTAMINATION:

Company agrees that Contractor shall not be responsible for and Company shall indemnify and hold Contractor its agents, servants, officers and employees harmless from any liability, loss, cost or expense for loss or damage from pollution or contamination arising out of or resulting from any of Contractor's services/operations unless such pollution or contamination is caused by Contractor's willful misconduct or gross negligence.

20.0 INGRESS AND EGRESS AT LOCATION:

- 20.1 Company shall provide Contractor, if required, requisite certificates for obtaining rights of ingress to, egress from locations where jobs are to be performed, including any certificates required for permits or licenses for the movement of Contractor's personnel/equipment. Should such permits/licenses be delayed because of objections of concerned authorities in respect of specific Contractor's person (s), such person (s) should be promptly removed from the list by the Contractor and replaced by acceptable person (s).
- 20.2 Company shall assist the Contractor to the extent permissible in obtaining any visas, residence of work permits, tax exemptions etc. to enable non-Indian personnel required by the Contractor to work in India in providing the services as per the contract.
- 20.3 Company shall assist the Contractor to the extent permissible for import of equipment, materials, consumables etc., and to avail prevailing customs duty concessions as applicable from time to time.
- 20.4 Customs duty, port clearance both for imports and re-export of the equipment/tools, its accessories and spares/consumables including payment of duties/charges will be sole responsibility of the Contractor and will be to Contractor's account.
- 20.5 Customs duties or other duties or imports or any charges or duties on personal effects of Contractor's and their sub-Contractor's employees will be at Contractor's cost.
- 20.6 Wherever import of equipment/tools etc. on re-export basis is resorted to, the Contractor will ensure that all items (except consumables which get consumed during operation under this contract) are re-exported out of India and taken appropriate action to ensure that re-export

bond executed by the Company is redeemed within the shortest possible time. The payment against demobilization charges and the last monthly invoice will be released by the Company only after completion of above.

21.0 SAFETY:

- 21.1 Contractor shall observe safety regulations in accordance with acceptable Geophysical Industry practice. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing accident, fire, explosion.
- 21.2 The Contractor shall report to Company any evidence if identified which may indicate or likely to lead to an abnormal or dangerous situation at the earliest opportunity and immediately take the first emergency control steps within Contractor's scope at operational site.

22.0 RIGHTS AND PRIVILEGES OF COMPANY:

- 22.1 Company shall be entitled to check the Vibrators, Seismic Recording Equipment, seismic surveying units and other Contractor's items before the commencement field survey. Contractor should provide proof of date of purchase of equipment, item-wise, at the time of inspection. If they are not found in good order or do not meet specifications as per contractual stipulations or in case of non-availability of some of the Contractor's items listed in the agreement, the commencement date shall then be the date when Contractor remedies such default/shortcomings. The Company also reserves the right to inspect the equipment at any time during the operation at field. Any loss caused on account of replacement of short and defective equipment shall be owned by the Contractor. Any equipment found defective and unserviceable during the tenure of the contract shall be replaced by the Contractor forthwith and all costs including customs duties, transport, freight and other taxes, levies and expenses for such replacement shall be borne by the Contractor.
- 22.2 The Company shall also be entitled:
- (i) To check, at all times, to inspect Contractor's equipment and request for renovation or replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.
 - (ii) To approve the choice of sub-Contractors for any essential third party contract, concerning materials, equipment, personnel and services rendered by the Contractor. Such contract may be entered into by Contractor only after Company's approval.
 - (iii) To order suspension of operations while and whenever:
 - a) Contractor's personnel is deemed by Company to be not satisfactory; or
 - b) Contractor's works quality is deemed by Company to be not satisfactory; or
 - c) Contractor's equipment does not conform to regulations or to the specifications; or
 - d) Contractor's insurance in connection with operations hereunder is found by Company not to satisfy the requirement set forth in the contract; or
 - e) Contractor's equipment turns into a danger to personnel on or around the equipment.

(END OF SECTION – IV)

SECTION-V

SCOPE OF WORK / TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS

1.0 INTRODUCTION:

1.1 This Section establishes the scope and schedule for the work to be performed by the successful Bidder and describes references to the specifications, instructions, standards and other documents including specifications for any materials, tools or equipment which the Bidder shall satisfy or adhere to in the performance of the work.

2.0 SCOPE OF WORK:

2.1 This tender is sought pursuant to the work programme for NELP-VII exploration block (RJ-ONN-2005/2) in Jaisalmer basin, Rajasthan, India awarded by the Government of India under the New Exploration License Policy to Oil India Limited (Company) as the operator who intends to acquire 3D Seismic Data, using Vibroseis as source and process the same with state-of-the-art equipment, hardware and software. The work programme is for 108 Sq. Km. of 56 fold High Resolution (HR) 3D Seismic Vibroseis Data Acquisition & Processing (AP).

3.0 LOCATION, BOUNDARY CORNER POINTS & LOGISTICS OF THE BLOCK:

3.1 The co-ordinates of the exploration block RJ-ONN-2005/2 are given below:

Block Area: 1517 Sq.Kms

Pt.	Co-ordinates						The Block Co-ordinates are mentioned in Lambert Everest
	Longitude			Latitude			
	Deg.	Min.	Sec.	Deg.	Min.	Sec.	
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	

3.3 The proposed 3D Block will be within the exploration Block RJ-ONN-2005/2, Figure -1 shows the exploration block RJ-ONN-2005/2.

3.4 **PHYSIOGRAPHIC:** Jaisalmer District, a part of the Great Thar Desert, is sandy, dry and scorched. The terrain around, within a radius of about 60 Km is stony and rocky. The area is barren, undulating with its famous sand dunes and slopes towards the Indus valley and the Rann of Kutch. There is no perennial river in the district. The underground water level is very low. Geographically this district, spread over in 38,401 Sq. Km, is one of the largest districts in Rajasthan, India.

3.4. **CLIMATE:** District Jaisalmer has a very dry climate with very hot summer, cold winter and scanty rainfall. The climate is extremely hot during summer with maximum temperature upto 50°C and extremely cold during winter with minimum temperature reaching 1°C. The variation

in temperature from morning to noon and the late midnight is sudden phenomenon. The average rainfall is 16.4 cm. as against the state average of 57.51 cm.

3.5. **COMMUNICATION:** The block falls in the district of Jaisalmer, with its District Head Quarter at about 100 Km from the block. The district head quarter is well connected by road and rail links. The nearest airport is at Jodhpur which has connectivity to Delhi and Mumbai. The distance from Jodhpur to Jaisalmer by road is about 300 Km.

4.0 **GEOLOGY OF THE AREA:**

Jaisalmer Basin (**Block RJ-ONN-2005/2 Area**) constitutes part of the shelf portion of the Indus geosyncline. It is separated from Bikaner-Nagaur basin by Pokhran-Nachna high to the northeast and Barmer basin by Barmer-Birmama-Nagarpaikar high in the south. The Central part of the basin is traversed by pronounced NW-SE trending regional step faulted zone from Jaisalmer to Mari called Jaisalmer – Mari Arch. This Jaisalmer – Mari Arch divided the basin into three parts. To the northeast lies the monocline Kishangarh sub-basin and to the southwest the Shahgarh sub-basin and to south the Miajlar sub-basin. The sedimentary thickness in this basin is more than 5000 m.

A1.0 SEISMIC DATA ACQUISITION :

A.1.1 Contractor shall with their personnel and equipment carry out Vibroseis HR 3D Seismic Survey within the area tabulated above (**Para 3.1**) and as shown in the Index Map (**Figure-1**). This includes DGPS surveying, 3D Seismic recording, on-site field data processing, LVL & Uphole survey and fixing of reference pillars in the specified areas. Contractor will ensure quality control of the total operation, including the work done by sub-contractors, if any.

A1.2 Contractor shall employ state-of-the-art equipment and technology to perform the work and shall be fully responsible for execution of the work as specified in the Survey Operations plan that will be provided to, and approved by the Company prior to the commencement of survey operations.

A1.3 Company reserves the option to decrease/increase the volume for HR 3D Data Acquisition by $\pm 25\%$ of the tender quantity of 108 Sq. Km. In case of decrease in quantum, it will be obligatory on the part of the Contractor to carry out the job at the original contract rate, terms & conditions. In case of increase in quantum, the additional job has to be carried out on mutually agreed rates which should not be higher than the original contract rate and with the same terms and conditions. For any variation in quantum of work, the completion period will be determined on pro-rata basis.

A1.4 Contractor shall carry out on site field quality Control (QC) processing for the 3D Seismic Data acquired under the contract. Contractor must use state-of-the-art Hardware & Software systems, which will be capable of handling full-fledged 3D Field QC Processing, checking the 3D Geometry and generating 3D stacks in any inline and cross line.

A2.0 OBJECTIVE OF THE SURVEY:

A2.1 The exploration objective of the 3D Survey is to identify and image structural and stratigraphic prospects for drilling.

A2.2 The targets in the block lie in the range of 500 m to 3000 m.

A2.3 The existing data indicates structural dips up to 5-10 degrees.

A3.0 REFERENCE POINTS:

- A3.1 Contractor shall fix approximately Five (5) reference Points in the area, at locations to be approved by Company, using the Differential Global Positioning System (DGPS). Contractor must supply co-ordinates with sub-decimeter accuracy for these locations.
- A3.2 Cement pillars and steel pipes with permanent engraved identification are required for the Reference Points.
- A3.3 Contractor may be required to establish additional Benchmarks during the course of the survey if necessary at his own cost.
- A3.4 Contractor will submit a comprehensive report mentioning methodology of fixing Reference Points & Benchmarks, details of the Reference Points & Benchmarks, including sketch and the co-ordinates in the different systems as desired by the Company.

A4.0 METHOD OF WORK:

- A4.1 Contractor shall carry out HR 3D seismic data acquisition employing state-of-the-art telemetry recording and vibrator systems.
- A4.2 The data are to be recorded on IBM 3592 cartridge tapes in SEG-D or SEG-Y format.
- A4.3 Contractor shall use the following field acquisition parameters for the HR 3D seismic survey.

1	Fold	56 (8 x 7)
2	Group Interval	40 m
3	VP Interval	40 m
4	Bin Size (Inline x Cross line)	20 m x 20 m
5	Source	2 x 2 Vibrators (flip flop)
6	No. of sweeps	To be determined from experimental trials
7	Sweep length	To be determined from experimental trials
8	Move up between Sweeps	To be determined from experimental trials. One record on tape at each surface sweep location
9	Number of Geophones per station	12
10	Array of Geophones	To be determined from experimental trials
11	Correlated record length	5 seconds
12	Sample Interval	2 ms.
13	Receiver line Interval	160 m
14	Live receiver lines	14
15	Live channels per receiver line	128
16	Total No. of live channels per VP	1792
17	Source line interval	320m
18	Symmetrical Split Spread	Yes
19	Orthogonal Spread Geometry	Yes
20	Roll	One line
21	Patch	Symmetrical patch Shooting (Total channels for each VP should be 1792 (14 lines x 128 channels))
22	Orientation of the Block	The tentative azimuth of the Trace & Source line is 135° & 45° from North respectively. Trace and Source line are orthogonal to each other. However there may be a change of ±5° in the orientation of the above if required.

- A4.4 Contractor must deploy at least five vibrators (including one standby). The system of recording will be to deploy two sets of two vibrators along adjacent source lines in a flip-flop arrangement. However, Contractor may deploy more numbers of vibrators in order to

complete the work as mentioned in the Clause A5.0 of this section. At all the times during field survey, all five Vibrators must be in place in proper working condition.

- A4.5 Vibrator lines must be bulldozed, wherever required.
- A4.6 Data acquisition parameters as indicated above are the minimum requirement of Company. Company desires to have symmetric sampling of offsets in each bin as far as possible. The data must have wide azimuth distribution at the offsets contributing to the primary and secondary targets. Contractor needs to perform detailed simulation/ modeling/ray-tracing for the 3D block and submit their observations and suggestions to Company prior to the start of the survey.
- A4.7 Contractor shall carry-out DGPS surveying only, with accuracy of at least 0.2 m. The survey accuracy is to be checked based on line diagram and digital data provided by the Contractor. This must be agreed and approved by Company prior to commencement of shooting of each Swath. Any re-survey work, if required, will be carried-out at Contractor's own cost.
- A4.8 Contractor shall carry-out shallow refraction or LVL and up-hole surveys as per the instructions / grid provided by the company

. Up-hole survey should be carried out upto a depth of 60m.

- A4.9 Contractor must Process & Interpret LVL and Up-hole data and compute the field statics.
- A4.10 Work in the area will only start when Company advises Contractor of the recording parameters in writing.

A5.0 WORK COMPLETION PERIOD FOR DATA ACQUISITION:

- A5.1 The successful bidder must mobilize and commence operation within **90 days** from the date of issue of Letter of Award (LOA) by Company. Mobilization shall be deemed to be completed when all personnel, equipment, tools, consumables and field crew are mobilized and also the equipment are fully tested & calibrated and necessary pre-acquisition experimental work conducted as specified in scope of work and first regular production record is taken and accepted by the Company. The time spent on the pre-acquisition experimental work is inclusive in the above mobilization period. However, the actual time spent on this pre-acquisition experimental work will be paid as per rate quoted against "Cost for Experimental Recording" i.e., Srl. No. 2 of Price Bid Format (PROFORMA-II).
- A5.2 Company prefers that Contractor will mobilize all the survey equipment within 60 days from the date of issue of LOA, so that initial survey work can be started/undertaken at an early date. This will help the Contractor to commence production within 90 days. The period for the completion of the job will be counted from the time when the first acceptable production record is taken and certified by the Company representative as acceptable.
- A5.3 Data Acquisition of 108 Sq. Km. of 56 fold Vibroseis HR 3D Seismic data must be completed in one month from the date of completion of mobilization.
- A5.4 The period of Contract referred above are inclusive of national holidays, bad weather days, experimental work days (other than the pre-acquisition experimental working days), camp shift days and production loss due to equipment failure or any other reasons under Contractor's control.

A5.5 Contractor shall put all efforts to complete data acquisition of 108 Sq. Km. of 56 fold HR 3D Vibroseis Seismic data in one (1) month from the date of completion of mobilization. In the event of Contractor's failure to complete the Seismic Data Acquisition of contractual volume of 108 Sq. Km within the time frame of one (1) month, the Contractor has to complete the remaining volume of jobs i.e. 3D data acquisition, LVL, Up-hole survey and Reference Pillar Fixing with a penalty of 10% on the quoted rates for these jobs. This penalty will be levied only on the remaining volume of jobs i.e. 3D data acquisition, LVL, Up-hole survey and Reference Pillar Fixing after expiry of the stipulated time period of eight months.

A5.6 The additional quantum of work mentioned in Para A1.3 above, if requisitioned, shall be completed in additional period in proportionate to one (1) month for 108 Sq. Km. of 56 fold Vibroseis HR 3D Seismic data. In case, the Contractor fails to complete the extended volume of the job within the additional period, the Contractor has to complete the remaining volume of jobs i.e. 3D data acquisition, LVL, Up-hole survey and Reference Pillar Fixing with a penalty of 10% on the quoted rates for these jobs. This penalty will be levied only on the remaining volume of jobs i.e. 3D data acquisition, LVL, Up-hole survey and Reference Pillar Fixing carried out beyond such additional period.

A6.0 PERSONNEL AND EQUIPMENT:

Contractor shall deploy all personnel, equipment and facilities necessary for successful completion of the work and fulfillment of the Production Guarantee. The requirement of minimum personnel and minimum equipment is listed in ANNEXURE-I & ANNEXURE-II of this Section.

A7.0 EXPERIMENTAL PROGRAMME:

A7.1 All necessary experiment and other tests to determine optimum field parameters shall be performed prior to commencement of data acquisition. The tests shall be carried out as per the international practice in the Seismic Industry. It may be required to carry out certain field test at the request of the Company. Any time spent on this, however will be paid on a pro-rata basis as experimental recording per day rate.

A7.2 Contractor shall provide at their own cost expert data acquisition staff for consultation in India, during the experimental trials at the beginning of the work, and subsequently during the course of work as and when required.

A8.0 DATA / CARTRIDGE LIABILITY:

Contractor shall be solely responsible for quality, loss or damage due to any reason including fire, theft etc. of any documents/cartridge and other important documents etc. pertaining to the contract while in their custody or control. In the event of such loss, Contractor shall be responsible to redress/re-record the loss entirely at their own cost. However, the decision on the modalities to re-record/redress such losses shall be entirely at the discretion of Company. Contractor shall use original, high quality, high durability, error free recording cartridges with zero write-skip error, zero read error and zero write error. Each and every cartridge is to be 100% tested to ensure error free performance at specified high recording density.

A9.0 DELIVERABLES AND SCHEDULE OF PERFORMANCE:

A9.1 Contractor shall maintain their equipment in perfect working condition and shall submit to Company Daily, Weekly and Monthly Reports of the performance of the equipment and the field status. Contractor shall have the facility and capability to provide their performance reports at the site. If Company Representative determines that the Work or equipment is not

within Contractual specifications, Contractor shall suspend the operations until Company Representative is satisfied that the Work and equipment meets the required standards. No payment shall accrue to Contractor during the period in which work is suspended as aforesaid.

A9.2 Contractor shall submit a detailed report on the results of Experimental Trials and selection of the field parameters within 48 hours of the completion of the experimental work. Company will advise in writing the production recording parameters within 72 hours of the receipt of the report. Seismic production recording will not start until Company advises Contractor of the Production Parameters in writing.

A9.3 Contractor shall submit to Company a Weekly Report on quality control of the data and performance of the crew for the work conducted during the week. Contractor will carry out field QC processing of the data and include the results in this report. If Company Representative determines that the data have not been acquired within the specifications defined in the Contract then, Contractor will be required to record these data again. This Work will be entirely on Contractor's account.

A9.4 Contractor will provide necessary fold plots, offset and azimuth diagrams of the previous days recording to Company representative in a timely manner. The Company representative must approve all offsets to the planned recording in advance. The Production recording will only start after Company representative approves the previous day's results.

A9.5 Reports and Deliverables:

A9.5.1 Contractor shall submit the following reports as mentioned:

A9.5.1.1 DAILY REPORT CONSISTING OF:

- Daily survey progress, cumulative progress in the 3D block, % of total planned in the 3D block.
- Daily field test reports.
- Daily recording progress, cumulative progress in the 3D block, % of total planned in the 3D block.
- Regular similarity tests
- Daily LVL/up-hole survey progress, cumulative progress in the 3D block, % of total planned in the 3D block.
- Daily quality control reports.
- Daily report on fixing of Benchmarks, cumulative progress in the 3D block, % of total planned in the 3D block.
- Reports on HSE issues.

A9.5.1.2 WEEKLY REPORT CONSISTING OF:

- Weekly and Cumulative progress of the survey in the 3D block, % of total planned in the 3D block of survey.
- Weekly and Cumulative progress of recording, cumulative progress in the 3D block, % of total planned in the 3D block.
- Weekly and Cumulative progress of LVL/Up-hole survey, cumulative progress in the 3D block, % of total planned in the 3D block
- Quality Control including stacks generated – in A3 size
- Weekly and Cumulative report on fixing of Benchmarks, Cumulative progress in the 3D block, % of total planned in the 3D block
- Maps showing the weekly and cumulative progress of the following;

- Survey
- Recording
- LVL & Up-hole Survey
- Fixing of Benchmarks
- Summary of data transmitted to Company
- Summary of Health, Safety & Environment and Security related issues and their status and actions taken/to be taken
- Report on Crew change
- Report on correspondence with district authorities
- Report on the consumption of the consumables
- Report on Import/Export of the material/consumables

A9.5.1.3 MONTHLY REPORT CONSISTING OF:

- Monthly and Cumulative progress of survey in the 3D block, % achieved of total planned in the 3D block
- Monthly and Cumulative progress of recording in the 3D block, % achieved of total planned in the 3D block
- Monthly and Cumulative progress of LVL & Up-hole, % achieved of total planned
- Quality Control reports and seismologist report
- Quality control including stacks generated – in A3 size (every 10th Inline of the total volume generated within the month)
- Summary of data transmitted to Company
- Intersection information with survey and statistics mismatch, if any
- Monthly and Cumulative progress on fixing of Benchmarks, cumulative progress in the 3D block, % of total planned in the 3D block
- Cumulative progress on fixing of Benchmarks against the contract, % of total planned against the Contract
- Figures of Benchmarks established with co-ordinates and sketches with local cultural information
- Maps showing the monthly & cumulative progress of the following :
 - * Survey
 - * Recording
 - * LVL & Up-hole Survey
 - * Fixing of Benchmarks
- Summary of Health, Safety & Environment and Security issues, status, statistics and remedial actions taken.
- List of visitors
- List of personnel, equipment available and working
- Report on Crew change
- Report on correspondence with district authorities
- Report on the consumption of the consumables
- Report on Import/Export of the material/consumables

A9.5.1.4 **FINAL OPERATIONAL REPORT:** Contractor will submit six (6) hard copies and six (6) soft copies on CDs of final Operational report. Contractor will submit a draft copy of the report within fifteen (15) days of completion of the data acquisition in the block. The Final Report to be submitted within seven (7) days of receipt of the draft report by the Company incorporating Company's views/suggestions on the draft report. Report must include:

- Review of the geophysical objectives and success of the project in meeting the objectives
- Field experiment procedure and results
- Recording parameters
- QC during data Acquisition
- Sample field record, up-hole plots, refraction profiles
- Base Map, Coverage Map, Full fold Coverage map, LVL & Up-hole location map, Reference Pillar map (A4 size)
- Quality Control including stacks generated – in A4 size (every 50th Inline and 50th Cross line of the total volume)
- Survey production statistics
- Statistics viz. Offset Distribution, Azimuth Distribution
- Report on Crew change
- Report on correspondence with district authorities
- Summary of data transmitted to Company
- Number of Benchmarks established with co-ordinates and sketches with local cultural information
- Summary of Health, Safety & Environment and Security issues, status, statistics and remedial actions required.
- List of visitors
- Mobilization and Demobilization schedule and performance
- Consumption of the consumables
- Import/Export of the material/consumables
- Conclusions and Recommendations

A9.5.1.5 FINAL TOPOGRAPHICAL SURVEY REPORT: Contractor will submit six (6) hard copies and six (6) soft copies on CDs of final Topographical Survey Report. Contractor will submit a draft copy of the report within fifteen (15) days of completion of the Block. The Final Report to be submitted within seven (7) days of receipt of the draft report incorporating Company's views/suggestions on the draft report. Report must include:

- Topographical survey Methodology.
- Parameters used in the Survey
- Equipment used in the Topographical Survey
- Personnel involved in the Topographical survey.
- Methodology and parameters used for co-ordinate transformation.
- Network Survey.
- Quality control measures for the Topographic Survey.
- Statistics of the Topographic Survey.
- Statistics of all the reference pillars/control points which were fixed/used during the course of the Survey.
- Line sketches
- Sketch diagram of all the reference pillars and control points.
- Base Map, LVL & Up-hole Location map, Reference pillar map (1:50,000 scale).
- Conclusions and Recommendations.

A9.5.1.6 FINAL ACQUISITION REPORT: Contractor will submit six (6) hard copies and six (6) soft copies on CDs of final Acquisition report. Contractor will submit a draft copy of the report within fifteen (15) days of completion of the data acquisition in the Block. The Final Report to be submitted within seven (7) days of receipt of the draft report incorporating Company's views/suggestions on the draft report. Report must include:

- Review of the geophysical objectives and success of the project in meeting the objectives
- Field experiment procedure and results
- Recording parameters
- Equipment used in seismic data Acquisition
- Pre Acquisition Planning
- QC in Field during data Acquisition
- Post Acquisition QC
- Statistics Calculation Methodology
- Statistics of all the Up-hole and LVL Profiles, Data of all the LVL and Up-holes
- Plots of all LVL and Up-holes interpretation (A4 size)
- Field QC Processing
- Processing Flow
- Plots for the QC Check and Parameter selection of QC Processing
- Quality Control including stacks generated – in A4 size (every 20th Inline and 20th Cross line, Time Slice every 100 ms of the total volume)
- Statistics viz. Offset Distribution, Azimuth Distribution
- Details of the delivery of the seismic & survey data (Tape List, CD list etc.)
- Base Map, Coverage Map, Full fold Coverage Map, LVL & Up-hole Location Map (A4 size)
- Base Map, Coverage Map, Foldage Maps Offset Distribution Map LVL & Up-hole Location Map (1:50,000 Scale)
- Conclusions and Recommendations

A9.5.2 Contractor shall submit the Seismic & Survey data as per the delivery schedule mentioned below:

Srl. No	Item	Media (Copies)	Remarks
1	Seismic Data	3592 tape (2)	Within 10 days of completion of the swath
2	SPS files, observer's reports with shot-receiver geometry, statics, skip-recovery, edits, recording parameter, up-hole and LVL profiles in a format acceptable to Company.	CDs (2)	Within 10 days of completion of the swath
3	Survey data in UKOOA, ASCII format, up-hole and refraction profiles, (in CDs).	CDs (2)	Within 10 days of completion of the swath
4	Base maps, fold coverage map, Up-hole & LVL location Map (in 1:50,000 scale).	Paper (2)	Within 10 days of completion of the swath
5	a) Seismic Data b) SPS files, observer's reports with shot-receiver geometry, statics, skip-recovery, edits, recording parameters, up-hole and LVL profiles in a format acceptable to Company. c) Survey data in UKOOA, ASCII format, d) Maps in PDF : Base maps, fold coverage map, up-hole & LVL location map, Reference pillar map e) Tape List	Portable USB Drive (1)	Within 10 days of completion of the swath
6	a) SPS files (r, s, x Files) with shot & receiver	CD or DVD	Within 15 days of

	<ul style="list-style-type: none"> statistics b) Observer's report c) Recording Parameter d) Header information of Seismic Data e) Skip/Recovery Information f) LVL & Up-hole Profiles/Statistics g) Survey data of Shot & Receiver in UK00A & ASCII Format h) Final Maps in PDF format (In 1:50,000, 1:100,000 & 1:250,000) <ul style="list-style-type: none"> - Base Maps - Fold coverage map - Up-hole & LVL location Map - Reference pillar map i) Reports <ul style="list-style-type: none"> - Weekly reports - Monthly reports - Final Operational report - Final Topographical Survey - Final Acquisition Report - Tape List 	(2)	completion of the block
7	<ul style="list-style-type: none"> a) Raw Seismic data of the entire block b) SPS files (r, s, x Files) with shot & receiver statistics c) Observer's report d) Recording Parameter e) Header information of Seismic Data f) Skip/Recovery Information g) LVL & Up-hole Profiles/Statistics h) Survey data of Shot & Receiver in UK00A & ASCII Format i) Final Maps in PDF format (Scales : 1:50,000, 1:100,000 & 1:250,000) <ul style="list-style-type: none"> - Base Maps - Fold coverage map - Up-hole & LVL location Map - Reference pillar map j) Reports <ul style="list-style-type: none"> - Weekly reports - Monthly reports - Final Operational report - Final Topographical Survey Report - Final Acquisition Report - Tape List 	Portable USB Drive (2)	Within 15 days of completion of the block
8	<p>Maps-3 copies in each Scale (two copies on paper and one on film) Scales : 1:50,000, 1:100,000 & 1:250,000</p> <ul style="list-style-type: none"> - Base Map - Coverage map - Location map LVL & Up-hole - Reference pillar map <p>Scales : 1:50,000, 1:100,000 & 1:250,000</p>	Two on paper & one on film (3)	
9	a) Geometry Applied Seismic data of the	3592 Tape	

	entire block in std. SEGY format	(2)	
10	a) Final Geometry Files in ASCII b) Final Trace kill table c) Final Velocity d) Final Brute Stack 3D Volume in Std. SEGY format	CD or DVD (2)	

A10.0 BAD RECORDS:

A10.1 The following production field records will be considered as Bad Records. Contractor shall re-record to replace such bad records without any extra cost to Company.

- Record with more than two percent noisy or dead traces or polarity reversal.
- Records containing more than two consecutive noisy dead traces or polarity reversal
- Record with sync or parity errors
- Record with cross-feed or leakage outside manufacturer’s specifications
- Record with missing sweeps

Traces that are noisy due to cultural sources of noise that Contractor has made his best efforts to make quiet will not be counted as bad.

A10.2 Contractor will carry out vibrator similarity tests at least once a day.

A10.3 Contractor will make all necessary arrangements for the noise free spread during 3D Seismic data Acquisition.

A11.0 EQUIPMENT TEST AND CALIBRATION:

A11.1 A set of daily tests for recording equipment shall be recorded on tapes before the start of daily operation. Company Representative must be advised if there are any results that do not conform to manufacturer’s specification.

A11.2 A set of Startup and monthly tests specified by the manufacturer shall be conducted prior to the commencement of survey and at monthly intervals. These tests shall be evaluated and result of the same should be given in Company’s representative within 24 hours of the test carried out.

A11.3 Equipment calibration of all systems is Contractor’s responsibility. A complete calibration shall be carried out at the start of the survey and as and when required. Documentary evidence of the calibrations shall be made available to Company representative.

A11.4 Geophone and vibrator polarity checks and geophone response shall be carried out regularly to the satisfaction of Company representative.

A11.5 Contractor shall arrange all the monitoring and calibration equipment required to check the performance of seismic recording unit and all other accessories including cables and geophones on a regular basis.

A12.0 QUALITY OF WORK:

A12.1 Contractor shall carry out the work in a professional manner and warrant that the field and ancillary data produced shall conform to the required specifications defined in the Contract. Should field and ancillary data not conform to the contract specifications, Contractor will undertake to re-perform that part of the services at their own expense. Company’s standard

for the performance shall be the one accepted by the international standard of the Geophysical Industry.

A12.2 Company reserves the right, before commencement of data acquisition/processing, to inspect and approve the equipment after it is completely assembled and ready for work.

A12.3 Company reserves the right to inspect the equipment at any time during the work. Any equipment found defective shall be replaced within the shortest possible time but not later than six weeks without disruption to the work. No extension will be granted to the contract on these grounds. Any equipment found defective or unserviceable more than two times during the tenure of the contract will be replaced by Contractor forthwith at their own cost. The time for replacement shall not be more than four weeks from the date the equipment is found defective/unserviceable second time during the period of the contract. No payment will be made if operations have to be suspended on account on non-availability of equipment.

A13.0 OBLIGATION OF CONTRACTOR:

A13.1 Contractor at their cost shall arrange the import clearance of all equipment, spare parts, consumable etc. from customs and port authorities in India. Customs duties, if any, shall be borne by Contractor. However, as per prevailing Government policy, the goods to be imported for use against this contract will not attract any Customs Duty as the operations will be carried out in NELP Block for which licenses have been issued to OIL after 01.04.1999 (Ref. Notification No. 20/99-Customs dated 28.02.99 as amended by Notification No. 26/2003-Customs dated 01.03.2003). Company shall provide all reasonable assistance viz. Recommendatory Letter (RL) for obtaining Essentiality Certificate (EC) from Directorate General of Hydrocarbon (DGH) for availing nil/concessional rate of custom duty, but the responsibility for clearance will rest with Contractor. Any demurrage in this process will be at Contractor's cost. Contractor's request for any documentary assistance from Company shall be made well in time. For this purpose, Contractor should submit the duly authenticated import invoice highlighting the items with CIF value required to be imported in connection with survey work.

A13.2 Contractor shall arrange for inland transportation of all equipment etc. from the port to the place of work and back at the end of the work at their own expense.

A13.3 Contractor shall arrange at their own cost all consumables and spares including papers, photographic materials, magnetic tapes/cartridges, and other consumables and spares needed for the work and shall carry sufficient stocks of these for uninterrupted operation.

A13.4 Contractor shall use cartridge tapes tested for zero error.

A13.5 Field data cartridges for the experimental data will be provided to Company at no extra cost.

A13.6 Contractor shall arrange both lodging and boarding facilities for **three (3)** Company Representatives at no extra cost during data acquisition phase. The camp facilities to Company's representatives shall be at par with senior expatriate staff.

A13.7 Contractor, at their own cost, shall arrange two (2) numbers of 4 x 4 wheel drive air-conditioned vehicles in good condition exclusively for use of Company representatives in the field. Contractor will also provide a separate vehicle for OIL's crew change, liaison jobs etc. Vehicles must be provided with driver, fuel, maintenance, repairs etc. for seismic work supervision. These vehicles must have mobile radio to communicate with base camp or field sites. The camp site should be nearer to operational area.

- A13.8 During data acquisition, Contractor shall ensure minimum eight (8) working hours work on each working day excluding travel time. Two days in a calendar month are allowed for maintenance of equipment, if desired, by Contractor, but no payment will be due for the same and this cannot be carried forward to next months.
- A13.9 Contractor shall keep their equipment and accessories used in seismic data acquisition on good working order and shall begin the survey with adequate supply of spares for the equipment.
- A13.10 Contractor shall arrange drinking water and its transportation to the camp site/field at their own cost.
- A13.11 In case Contractor imports equipment on re-export basis, they must ensure for re-export of the equipment and all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required.
- A13.12 Any other works required for efficient and successful execution of work shall be carried out by Contractor except those enumerated under the obligations of Company defined in A14.0 of this Section.
- A13.13 Contractor shall use latest versions of all software packages during the period of the contract. All the necessary Radio Licenses for shooting, communication etc. will be obtained by the Contractor. However, the Company will provide all reasonable administrative helps/letters.
- A13.14 Contractor shall furnish the list with Bio-Data of key personnel proposed to be deployed prior to the commencement of work. The Bio-Data shall include the name, nationality, qualification, experience and passport details of the personnel.
- A13.15 Contractor will inform Company fifteen days in advance regarding the crew change during the execution of this contract.
- A13.16 Contractors key technical personnel and expatriate must be proficient enough to communicate in English.
- A13.17 Contractor's personnel must be sound enough to provide the above services in international standard, failing which Company reserves the right to ask for removal of any personnel (at Contractor's cost) with 24 hours notice.
- A13.18 All claims, if any, for the loss or damage to standing crops, land/property etc. resulting directly from operations under the contract will be borne and paid by Contractor.
- A13.19 The main recording equipment should be housed in a properly insulated, air-conditioned cabin, mounted on a truck. The truck should be capable of moving in sand dune areas.
- A13.20 Security of fly/base camp, field seismic operations etc. will be the responsibility of the Contractor.
- A13.21 Contractor should ensure proper coupling of the vibrator plates with ground during vibrations. Any material required for obtaining proper coupling will be borne by the Contractor. Contractor must ensure that all geophones planted at least 0.5 ft below ground in each line.

- A13.22 Contractor shall keep their equipment in good working condition and shall begin the survey with adequate supply of spares for the equipment.
- A13.23 Contractor shall make necessary arrangement for supply of electricity and medical facility etc. at camp/site at their own cost including for OIL representatives.
- A13.24 Contractor shall keep all the recorded data in an air-conditioned room free from dust and hand over to Company approximately on fortnightly basis at Project office.
- A13.25 Contractor shall provide necessary safety cloth, appliance etc. to all seismic field personnel engaged in above field operations including OIL's representatives and shall follow statutory norms applicable for such operation under labour laws in India.
- A13.26 For recruitment of un-skilled labours, Contractor should ensure preference to local personnel from operational area. Contractor must ensure the rules/guidelines of the State Govt. of Rajasthan and Central Govt. of India for the labour recruitment are strictly followed.
- A13.27 Contractor shall remove any undesirable work person deployed by them as and when asked by Company representative and shall provide replacement within 24 hours at their own cost.
- A13.28 The field time schedule for day-to-day operation will be mutually decided by Contractor and Company.
- A13.29 Contractor shall ensure noise free spread as far as possible during the actual recording period.
- A13.30 Contractor's representative shall maintain contact with Company's representative at recording site during the shooting operations and shall arrange for checking and subsequent replacement of bad cables/geophones. Contractor's representative shall also be available at base camp as and when needed.
- A.13.31 The wooden pegs with ground marking should be available at the measured VP points and geophone/ground stations at the time of shooting along the particular seismic line. The minimum height of the wooden pegs must be five(5) feet above ground level.
- A13.32 Contractor shall pay compensation against all claims for the loss or damage to standing crops (if any), land/property and access etc. resulting from operations under this contract. Payment against claims (if any) for such loss/damage resulting from negligent operations by Contractor's personnel will also be on Contractor's account. Any production/time losses on account of compensation related issues will be the sole responsibility of the Contractor. After completion of 3D data acquisition, Contractor must furnish an undertaking to Company that they have already paid all claims related to standing crop/ land/property damages etc. to the claimants/owners appropriately and no compensation/ dues is pending for settlement. Contractor will also furnish undertaking to address any compliant/grievance received by Company within one year of completion of the survey. Contractor must comply with all local, state and central government guidelines for the payment of the compensation, if any.
- A13.33 Contractor must comply with all local, state and central government Health, Safety and Environmental (HSE) regulations. Contractor must conform to the HSE standards of international Geophysical Industry.
- A14.0 **OBLIGATIONS OF COMPANY:**
- A14.1 Company shall be responsible for obtaining and administering the Petroleum Exploration Licenses (PEL). Administrative help will be provided by Company for radio frequency

clearance and any entry permits for all expatriates required for the work. Contractor shall provide the required details of the expatriates for their permits well in advance.

A14.2 Contractor shall, however, arrange clearance of all items from customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/ charges, port fees, clearing and forwarding agent fees/charges, inland transport charges, etc. Company shall provide all reasonable assistance by issuance of necessary letter of authority or other relevant documents and necessary help.

A14.3 Company shall provide documents necessary for clearance from local, state and central government departments or undertakings and will extend all assistance and necessary help to Contractor. Contractor will give Company fifteen (15) days advance notice and provide all related documents and invoices for providing recommendatory letters for Essentiality Certificates (EC) from the Directorate General of Hydrocarbons, Noida, (U.P). Any financial consequence due to delay in obtaining clearances will be to Contractor's account.

A14.4 Company shall organize all possible help from local governments and Administrations for Contractor's personnel and equipment in case of natural disaster, civil disturbances and epidemics.

B.1.0 SEISMIC DATA PROCESSING:

B1.1 SCOPE OF WORK:

The Contractor shall carry out processing of 108 Sq. Km of 56-fold Vibroseis HR 3D Seismic data acquired under this Contract. The Contractor must use state-of-the-art computer system with internationally used software which will be capable of carrying out Pre-stack 3D time migration and experts having adequate experience in carrying out similar jobs.

B1.2 Company reserves the option to decrease/increase the volume for HR 3D Seismic Data Processing by $\pm 25\%$ of the tender quantity of 108 Sq. Km. In case of decrease in quantum, it will be obligatory on the part of the Contractor to carry out the job at the original contract rate, terms & conditions. In case of increase in quantum, the additional job has to be carried out on mutually agreed rates which should not be higher than the original contract rate and with the same terms and conditions. For any variation in quantum of work, the completion period will be determined on pro-rata basis.

B1.3 The objective of seismic data processing is to provide adequate outputs for structural and stratigraphic interpretation, reservoir delineation/characterization etc.

B1.4 The 3D seismic data volume shall be processed to bring out the structure, faults, stratigraphy, lithology and internal variations at both deeper and shallower levels. The area is covered by sand dunes of variable heights (at times >30 meters), so is the variation in weathering layer velocity and thicknesses and sub-weathering velocity as well, so application of proper statics/residual statics is a must for proper delineation of prospects. In addition, there are expected to be several near-Surface velocity anomalies (due to lithological variations and Limestone quality).

So, proper velocity analysis to get a suitable velocity for stack and migration is the key to improve S/N Ratio. Resolution of variable thickness limestone/sandstone pay zones is a key problem in terms of their identification and definition. The log data of key wells would be provided for synthetic seismogram generation (minimum 3 wells). The following tentative processing sequence will be determined after completion of test processing in consultation with Company representatives. It is also envisaged that the data will be processed for preserved/true amplitudes.

I	Seismic data load
II	Resample at 4 ms with anti-alias filtering
III	Field Survey Navigation Load
IV	Navigation QC
V	Geometry Preparation and Seismic/Navigation data Merge
VI	Illumination for Acquisition design and model validation – QC of Geometry applied data
VII	Identification of Acquisition foot prints and working out processing strategy/adopting the processing steps/parameters to remove/minimize these footprints.
VIII	Near-surface heterogeneity corrections through full determination including source, receiver and residual structure terms.
IX	Noise filtering on shot records,
X	Low cut filtering: 5 Hz. , 18 dB/Oct,
XI	Trace editing,
XII	Filtering for data balancing of the acquisition instrument spectrum,
XIII	Discard noise traces
XIV	Reverse polarity correction, if any
XV	Minimum phase conversion
XVI	CMP binning
XVII	Despiking
XVIII	3D pre-stack coherent noise suppression
XIX	Surface consistent De-convolution
XX	Apparent Anisotropic Move out Correction
XXI	Extraction and analysis of full volume 3D attributes with lithological significance such as velocity, Q, roughness, etc.
XXII	Statics correction
XXIII	Calculation and Application of Refraction statics in combination with LVL/Up-hole data *
XXIV	Q-compensation
XXV	True Amplitude Recovery
XXVI	Surface Consistent amplitude scaling
XXVII	Primary Velocity Analysis at 1 km x 1 km
XXVIII	Residual statics and NMO correction
XXIX	Second Pass Velocity Analysis at 500 m x 500 km
XXX	2 nd Pass Residual statics and NMO correction
XXXI	3 rd Pass Velocity Analysis at 250 m x 250 m
XXXII	FK Filter
XXXIII	Tau-P Filter
XXXIV	Synthetic Seismogram generation for key wells
XXXV	Pre-stack time migration tests
XXXVI	Migration velocity analysis at 250 m x 250 m interval
XXXVII	Pre-stack time migration (PSTM)
XXXVIII	Minimum Phase to Zero Phase Conversion/Wavelet Processing
XXXIX	Stacking
XL	Spectral Balancing
XLI	Post stack Deconvolution
XLII	Time Variant Filtering
XLIII	Post Stack Depth Migration
XLIV	Time Variant Scaling for display/prints & full window equalization for Interpretation.
XLV	A set of Post stack Data to be provided in Zero Phase

Note : - * In case, if the LVL & Up-hole surveys (which are optional in this tender) are not carried out, OIL will provide raw/interpreted LVL data at 1280 m x 1280 m grid and raw/interpreted Up-hole data at 2560 m x 2560 m grid for computation of Statics. Contractor shall use Company provided LVL & Up-hole data along with the LVL/Up-hole data acquired during the HR 3D Seismic Data Acquisition for computation of the statics for the block.

B1.5 The above mentioned processing sequence is just illustrative and the successful bidder will have to work out the best applicable sequence by carrying out test processing to decide the final processing sequence. The bidders have to propose their choice of Processing sequence and spell out the various test processing jobs to be carried out to bring out the final processing sequence, keeping in view of the objectives & problems specified above.

B1.6 Company representatives will be associated with the processing at all stage and Contractor shall ensure simultaneous transfer of relevant technical knowledge and skill.

B2.0 START & COMPLETION OF PROCESSING WORK:

B2.1 The Contractor is required to start the processing of the seismic data within 07 days of completion of seismic data acquisition in the block. Contractor shall collect and transfer seismic and other relevant data to its Seismic Data Processing Center at their own cost from OIL's office at Jodhpur. The processing job should start immediately on arrival of the data set in their processing Center. **The processing should be completed within one (1) month from the date of start of processing work.**

B2.2 Time is essence of this project. Hence, in order to expedite the processing work, Contractor shall initiate preliminary processing jobs prior to completion of Data Acquisition. However, this will be limited to data loading, Geometry update, QC, update of Navigation data, editing of the acquired seismic data, initial velocity picking etc. of the swaths on which data acquisition completed.

B2.3 In the event of Contractor's default in completing the data processing jobs within the agreed time frame (1 month) as above, liquidated damages will levied @ 0.5% of the total evaluated contract cost for delay of each week or part thereof subject to maximum of 7.5%. Liquidated damages will be reckoned after 1 month 7 days from the date of completion of data acquisition in the block.

B2.4 The additional quantum of processing work mentioned in Para B1.2 above shall be completed in additional period in proportionate to one (1) month for 108 Sq. Km. of 56-fold Vibroseis HR 3D seismic data. Liquidated damages at the aforementioned rate will also be levied in case the Contractor fails to complete the extended volume of the job within such additional period.

B3.0 PERSONNEL AND EQUIPMENT:

B3.1 The processing work needs to be supervised by an experienced processing Manager. He/she must have in-depth knowledge and at least 10 years work experience of land 3D data processing.

B3.2 The Contractor, at their own expense, may provide expert R&D staff for consultation at the processing centre during parameters selection for processing at the beginning of the work, and subsequently during the course of work as and when required.

B3.3 The Contractor shall carry out detailed tests of the processing parameters so that optimum sequence/parameters can be achieved. The tests need to be carried out as per industry standards. It is envisaged that such test processing will be done on about five (5) percent of total data of each block. The final processing sequence/parameter will be applied to entire data volume after the approval/clearance from the Company representatives.

B3.4 The Bidder shall provide a list of the hardware and software, along with the vintages/ version that they shall deploy for the entire processing job. Also, the place/processing center where the entire processing job will be carried out must be confirmed in the Technical Bid.

B4.0 DELIVERABLES AND SCHEDULE OF PERFORMANCE:

B4.1 During the course of 3D processing, the Contractor shall carry out detailed tests of all the processing parameters so as to achieve optimum processing sequence. The results of tests need to be certified by Company representatives in the processing center of the Contractor. The next step of the processing work will start after the test results are finalized.

B4.2 The Contractor shall provide weekly/fortnightly reports on the progress of 3D data processing. The report shall include, amongst others, the steps of processing and percentage of processing accomplished till date.

B4.3 The Contractor will submit six (6) hard copies and six (6) soft copies in CD/DVD of the final report of seismic data processing within fifteen (15) days after completion of processing. The Report shall include amongst others, the details of the test of all the processing parameters with figures, persons involved in processing, CDP map in 1:50000, 1:100000 and 1:250000 scale, list of deliverables submitted, final processing flow with parameters etc. Apart from above, the Contractor will submit the following:

Sr. No.	Item	Format	Media (Copies)
(A) SOFT COPIES :			
1	Pre Stack Time Migrated data without scaling and appropriate information in SEG Y	SEG Y	IBM 3592 (2 copies)
2	Pre Stack Time Migrated data with scaling and appropriate information in SEG Y header	SEG Y	IBM 3592 (2 copies)
3	a) Migration Velocities b) Stack Velocities	ASCII	DVD (2 copies)
	a) Migration Velocities b) Stack Velocities	SEG Y	DVD (2 copies)
4	CMP gathers before PSTM	SEG Y	IBM 3592 (2 copies)
5	CMP gathers after PSTM	SEG Y	IBM 3592 (2 copies)
6	Post Stack depth Migrated data with scaling and appropriate information in SEG Y header	SEG Y	IBM 3592 (2 copies)
7	Post Stack depth Migrated data without scaling and appropriate information in SEG Y header	SEG Y	IBM 3592 (2 copies)
8	CMP Co-ordinates Final Source co-ordinates Final Receiver co-ordinates	ASCII	CD/DVD (2 copies)
9	a) Pre Stack Time Migrated data with scaling and appropriate information in SEG Y b) Pre Stack Time Migrated data without scaling and appropriate information in SEG Y header c) Post Stack depth Migrated data with scaling and appropriate information in SEG Y header	SEG Y SEG Y SEG Y SEG Y	Portable USB Disk

	d) Post Stack depth Migrated data without scaling and appropriate information in SEGY header e) CMP gathers before PSTM f) CMP gathers after PSTM g) Migration Velocities h) Stack Velocities i) Scales Base Map (1:50,000, 1: 100,000 & 1:250,000	SEGY SEGY SEGY & ASCII SEGY & ASCII PDF & CGM	
(B) HARD COPIES :			
1	Display of all parameter test results and QC checks	On paper in Industry Standard size and scale	
2	Base map in scales 1:50,000, 1:100,000, 1:250,000	One copy on paper and one on film in each scale	
3	CMP foldage map in scale 1:100,000	One copy on paper and one on film	

B5.0 QUALITY OF WORK:

- B5.1 Contractor shall carry out the services of 3D data processing in a fully professional manner and warrant that the information produced shall be of a quality acceptable to the Company. Should the information produced be of a quality not acceptable to the Company, the Contractor will undertake to re-perform that part of the services at their own expense. Company's standard for the performance shall be as per by the IAGC standard.
- B5.2 Company serves the right, before commencement of data processing, to inspect and approve the hardware and software of processing centre.
- B5.3 Company reserves the right to examine status report of the processing system before commencement of work. The work will start only when the Company representatives are satisfied with the same.
- B5.4 The Contractor shall use latest versions of all software packages during the execution of the contract for processing work.
- B5.5 The Contractor shall furnish the list with Bio-Data of key personnel proposed to be deployed prior to the commencement of work. The bio-Data shall include the name, nationality, qualification, experience of the personnel.
- B5.6 The Contractor's key technical personnel and expatriate must be proficient enough to communicate in English.
- B5.7 The Contractor's personnel must be sound enough to provide the above services in international standard, failing which Company reserves the right to ask for removal of any personnel (at Contractor's cost) with 24 hours notice.
- B5.8 Company will depute geoscientists during data processing phase. The Contractor must provide adequate working space for the Company representatives deputed during processing. Contractor must also provide access to fax, telephone and internet facilities to Company representatives at their office.

(END OF SECTION-V)

LIST OF KEY PERSONNEL TO BE OFFERED BY THE BIDDER

**Professional Staff for Seismic Data Acquisition Crew at all times
during the period of Vibroseis 3D Seismic Survey:**

Sr. No.	Position	Minimum Work Experience	No. of Personnel
1	Supervisor	15 years of experience in seismic crew, out of which 7.5 years as Crew Supervisor/Party Chief in 3D Seismic crew.	One (1)
2	Party Chief	10 years of experience in seismic crew, out of which 5 years as Party Chief in 3D Seismic crew.	One (1)
3	QC Processing Geophysicist	5 years of experience in seismic crew, out of which 2.5 years as QC Processing Geophysicist in 3D Seismic crew.	One (1)
4	Seismologist	5 years as 3D Seismologist.	One (1)
5	Observer	5 years as Observer in seismic crew, out of which 2.5 years in 3D Seismic crew.	One (1)
6	Instrument Technician	5 years as Instrument Technician in seismic crew, out of which 2.5 years in 3D Seismic crew.	One (1)
7	Sr. Surveyor	5 years as Surveyor in seismic crew, out of which 2.5 years in 3D Seismic crew.	Two (2)
8	Vibrator Mechanic	5 years as Vibrator Mechanic in seismic crew	One (1)
9	HSE Manager	5 years, out of which at least 2 years of experience as HSE Manager in Seismic Crew.	One (1)

Professional Staff for Seismic Data Processing:

Sr. No.	Position	Minimum Work Experience	No. of Personnel
1	Processing Manager	10 years in land 3D Seismic Data Processing.	One (1)
2	Processing Geophysicist	5 years in land 3D Seismic Data Processing.	Two (2)

Note : i. Bidder must submit detailed Bio-data of all its key personnel to be deployed for the whole period of the project, along with the technical bid. Bidder shall deploy the same persons whose Bio-data is offered in the bid for data acquisition and processing. They shall not be replaced or transferred without prior notification to the Company. Company's approval is essential in case they are desired to be replaced by the bidder with equally competent persons satisfying minimum experience criteria and Company's decision in this regard will be final.

ii. The above list indicates the minimum requirement of Key Personnel and their experience. The Contractor may deploy other personnel e.g. observers, surveyors, technicians, Vibrator Mechanics etc. to accomplish the job as per the defined parameters and time frame. The detailed bio-data of the key personnel must be submitted with the technical bid. The radio operators, etc. must have valid licenses to operate in Rajasthan, India. The Supervisor and the Party Chief have to be efficient enough to coordinate with Company and perform all other required interaction with external agencies for executing the job successfully. All the key personnel must be fluent in speaking, writing and understanding English language.

EQUIPMENT FOR 3D SEISMIC DATA ACQUISITION

The equipment to be deployed by the Contractor for the survey must be state-of-the-art and conform to international industry standards.

DESCRIPTION

A. SURVEY EQUIPMENT: Not more than three (3) years old, ending last day of the month previous to the one in which bids are invited.

- * DGPS (RTK) Units capable of operating in L1 & L2 modes with required accessories and software in adequate quantity.
- * Total Stations with data loggers, accessories and survey software in adequate quantity.

B. SEISMIC RECORDING SYSTEM : Not more than three (3) years old, ending last day of the month previous to the one in which bids are invited. The equipment must be in perfect working condition. The number of remote field units and cables and geophones to be deployed must be adequate to obtain the production required (i.e., a minimum average of 6.7 Sq. Km per day) to complete the work within the required time.

- * Seismic Data Recording System – Telemetry System with 24-bit $\Delta\Sigma$ Technology.
- * 24 bit recorder and correlator/stacker.
- * Minimum 10,000 channels capability at 2 ms sampling.
- * Sufficient Remote Units, Interconnect boxes etc.
- * **Geophone: Offered Geophone must be SM24/SG-10 OR equivalent OR better OR Digital. The offered Geophones must be fully compatible with seismic data acquisition system alongwith interface/line telemetry cables. No. of geophones per station must be 12 (twelve) and industry standard spike length. In case of Analog Geophone, the configuration must be : 6 x 2 [(6 in Series and two (2) such series in parallel)].**
- * **Cables and Geophones: Not more than One (1) year old, ending last day of the month previous to the one in which bids are invited.**

C. VIBRATORS: Not more than five (5) years old, ending last day of the month previous to the one in which bids are invited.

Minimum Five (5) – state-of-the-art vibrators and sweep control units.

- * **Peak force should be greater than of 50,000 lb.**
- * **Frequency Limits 7 Hz to 200 Hz or better**
- * Capable of generating linear and nonlinear sweeps.
- * All-terrain buggies.
- * Sand Tyres suitable for traversing the terrain in the area.
- * Each Vibrator with GPS System.

Note : If vibrators are more than five years old, then the Vibrators must have been overhauled during last 5 (five) years ending last day of the month previous to the one in which bids are invited. Documentary evidence in this regard needs to be furnished.

D. LVL/UP-HOLE SURVEY EQUIPMENT : Not more than three (3) years old, ending last day of the month previous to the one in which bids are invited.

- * 24 channel digital recorder with 0.1 ms sampling interval.
- * Cables for 400 m offset with 10 m takeouts. The cables must meet manufacturer's specifications.
- * Refraction Geophone 4.5 Hz. The Geophones must meet manufacturer's specifications.
- * Uphole Survey Digital Recorder with a minimum of 4 channels and downhole cable, hydrophone and geophones suitable for logging to 100 m weight drop source.
- * Weight drop unit (Truck Mounted).

E. COMPUTING: Required to control the quality of survey and to provide the technical inputs required by the Company. Not more than three (3) years old, ending last day of the month previous to the one in which bids are invited.

Software

- * Survey data management & processing.
- * 2D/3D field management/planning.
- * 2D/3D survey simulation (OMNI/MESA or equivalent).
- * LVL/Uphole data processing and interpretation.

Hardware

- * Stand-alone workstations with adequate RAM, disk-space, DVD Drive.
- * Colour plotter.
- * Colour printers.

F. EQUIPMENT FOR FIELD 3D DATA PROCESSING :

Hardware - Not more than three (3) years old, ending last day of the month previous to the one in which bids are invited.

- * Workstation (CPU Type and MHz, RAM & Hard Disk Capacity),
- * Colour Printer
- * Colour Plotter
- * Tape Drives – LTO-3 & IBM 3592

Software - Full fledged 3D Seismic Data Processing software for QC processing of acquired 3D seismic data. Not more than three (3) years old, ending last day of the month previous to the one in which bids are invited.

- * The Field Processing Software
 - Seismic Processing package
 - Version and Year of Release of Software
 - Status of maintenance contract of the Processing Software to be furnished
- * The field processing software must be capable of processing 3D Seismic Data upto Post-Stack Migration.

G. EQUIPMENT FOR 3D SEISMIC DATA PROCESSING :

The Bidders must provide the technical details of following equipment (Hardware & Software) to be used for processing.

- * Hardware Configuration: – Must be state-of-the-art technology capable of processing 3D Vibroseis Seismic Data upto Pre-STM as mentioned under Item B of Section-V. Bidder has to furnish the complete details of the hardware proposed to be deployed for processing of the HR 3D Vibroseis Seismic Data.
- * Software : Details of complete processing package, release date, version, and status of maintenance contract etc. – **The HR 3D Seismic Data Processing Software must be of the latest version.**
- * System Layout Diagram (including tape drives, plotter, and other I/O interface).
- * Brochures of Hardware and Software packages.
- * Location of the Processing Centre.

H. COMMUNICATION EQUIPMENT :

Communication equipment to be provided including V-Sat, walkie-talkies, VHF radios, sufficient for the project and the units must meet the manufacturer's specifications.

I. TRANSPORT :

Bidders must provide off-road vehicles suitable for traversing the sand dune in desert areas of western Rajasthan. The vehicles must be in running condition and all seats, back and front must have seat belts. Bidders must also deploy the following :

- * Water tanker, 4 x 4 wheel drive (for Up-Hole survey, supply of drinking water in field, etc).
- * An air-conditioned cabin on a 4 x 4 wheel truck/vehicle for Seismic Recording System.
- * Truck for weight drop unit (for LVL/Up-Hole Survey).
- * Mobile Drilling rig capable of drilling hole of diameter-12 cm, and drilling upto 100m in sand dune country with hard rock formations (for Up-Hole Survey)

J. BULLDOZERS: Minimum two (2) Bulldozers in good working condition.

Note :

1. All the equipment as mentioned in the Annexure-II must meet or exceed the required specifications mentioned.
2. The Bidder has to submit the documentary evidence in support of the Vintage of the Equipment (Item No. A to G mentioned above) which bidder proposes to deploy in the field for the execution of the contract. Bids shall be rejected if the equipment offered does not meet the specified requirement.
3. The bidder must be in possession of the equipments as mentioned in Annexure-II of Section – V (Scope of Work/Terms of Reference). In case, if the bidder is not in possession of the equipments at the time of submission of the bids and proposes to deploy brand new equipment, in such cases, the bidder has to submit the purchase orders/agreements concluded by them with the equipment manufacturers or suppliers at least 7 days prior to price bid opening of this tender, evidencing that the equipment would be available in time to ensure the timely mobilization as mentioned in the Clause No. A5.0 of Section – V, for use against OIL's contract. Bidders who fail to submit these documents will not be considered for price

bid opening and award of contract. Bidders would not be allowed to substitute the equipment subsequently which will be offered in their bid.

4. Bidders must categorically mention the equipments they propose to deploy in their technical offer.
5. Bidder must fill-up and submit the **Check List** enclosed as **Appendix-I to Appendix-V** along the Technical Bid.

SECTION-VI

BID FORM AND PRICE SCHEDULE

(A) BID FORM

Date :
Tender No. :

OIL INDIA LIMITED
12, OLD RESIDENCY ROAD
JODHPUR, RAJASTHAN

Gentlemen,

Having examined the General and Special Conditions of the tender and the Scope of work/ 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 fieldwork within 90 days calculated from the date of receipt of Letter of Award from the Company.

If our bid is accepted, we will obtain the guarantee of a Bank for a sum not exceeding 7.5 % of the grand total estimated contract value, calculated as per Proforma – II (Section – IX) for the due performance of the Contract.

We agree to abide by the bid for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the 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 _____ 2012

(SIGNATURE)

(In the capacity of)

Bidder's Name : _____
Bidder's address: _____

(B) DESCRIPTION OF RATES/CHARGES:

1.0 Bidders shall quote the following charges in their commercial bids online strictly as per the Price bid Format/Matrix provided vide Proforma – II in Section – IX, which are elaborated hereunder in details. The Foreign Exchange (FE) and Non-convertible Indian Rupees (INR) as applicable should be quoted separately both in figures as well as in words:

2.0 3D VIBROSEIS SEISMIC DATA ACQUISITION :

2.1 **LUMPSUM MOBILISATION CHARGES (MOB):** **FE** + **INR**
(.....) (.....)

- i) All inclusive Mobilization Charges shall be quoted on lumpsum basis for mobilizing the entire personnel, equipment and consumables required for the survey up to the site and shall become payable when Company confirm in writing that mobilization has been completed.
- ii) Mobilization shall be deemed to be completed when all personnel, equipment, tools, consumables and field crew are mobilized to the site and also the equipment are fully tested and calibrated and necessary pre-acquisition experimental work conducted as specified in scope of work and first regular production record is taken and accepted by the Company.
- iii) Mobilization charges should cover all local and foreign costs of the Contractor to mobilize the equipment to the designated site and should include all duties and other local and foreign taxes, service taxes, port fees, customs clearance, inland transport to the designated site and insurance coverage etc.
- iv) Bidder is required to furnish details in relation to all equipment, spares, consumables and any other material to be brought by the Bidder for job execution in the field. The list of items should be comprehensive and should include all the materials required for completion of work
- v) The mobilization charges should not exceed 10% of the estimated contract value, which the bidder should note while quoting the mobilization charges.

2.2 **DAY RATES FOR EXPERIMENTAL RECORDING (EXP):** **FE** + **INR**
(.....) (.....)

Experimental work rate of 3D Data Acquisition will be on per day basis (10 hrs. per day actual working in field excluding travel time). In case, the experimental work is done on a part of the day, payment will be done on pro-rata basis for hours certified by the Company's representative.

2.3 **STAND-BY DAY RATE (SBR):** **FE** + **INR**
(.....) (.....)

The above Stand-by Charges of equipment with crew shall be on per day of 24 hours and payable:

- i) If production shooting or experimental work is halted on any day due to lack of Company's instruction or decision for operations, security reasons and other reasons considered appropriate by the Company.

- ii) The Stand-by charge of equipment with crew will be all inclusive and will be paid on pro-rata basis for the actual number of production hours lost as certified by Company representative.
- iii) The above stand-by charge of equipment with crew shall be applicable after the start of production shooting only.

2.4 **FORCE-MAJURE DAY RATE (FM):** FE + INR
 (.....) (.....)

The above force majeure rate will be on per day of 24 hours and to be paid under force majeure conditions only on pro-rata basis for the actual hours lost as certified by Company's representative.

2.5 **OPERATING RATE (OR):**

Charges per Sq. Km for Acquisition of 56 fold HR 3D Vibroseis Seismic Data (Bin Size 20 m x 20 m):

Srl. No.	Sweeps Per VP	Sweep Length (Seconds)	Code	Price per Sq. Km of 56 fold 3D Vibroseis Seismic Data Acquisition		
1	1	10	Aa1	FE (.....)	+	INR (.....)
2	1	12	Aa2	FE (.....)	+	INR (.....)
3	1	14	Aa3	FE (.....)	+	INR (.....)
4	1	16	Aa4	FE (.....)	+	INR (.....)
5	1	18	Aa5	FE (.....)	+	INR (.....)
6	2	10	Ab1	FE (.....)	+	INR (.....)
7	2	12	Ab2	FE (.....)	+	INR (.....)
8	2	14	Ab3	FE (.....)	+	INR (.....)
9	2	16	Ab4	FE (.....)	+	INR (.....)
10	2	18	Ab5	FE (.....)	+	INR (.....)
11	3	10	Ac1	FE (.....)	+	INR (.....)
12	3	12	Ac2	FE (.....)	+	INR (.....)
13	3	14	Ac3	FE (.....)	+	INR (.....)
14	3	16	Ac4	FE (.....)	+	INR (.....)
15	3	18	Ac5	FE (.....)	+	INR (.....)
16	4	10	Ad1	FE (.....)	+	INR (.....)
17	4	12	Ad2	FE (.....)	+	INR (.....)
18	4	14	Ad3	FE (.....)	+	INR (.....)
19	4	16	Ad4	FE (.....)	+	INR (.....)
20	4	18	Ad5	FE (.....)	+	INR (.....)

2.5.1 The Bidders must quote the rates **per Sq. Km of 56 fold 3D Vibroseis Seismic Data** for a minimum of five (5) Vibrators as per above Matrix. The Average of the matrix rates i.e., (**Aa1 + Aa2 + Aa3 + + Ad3 + Ad4 + Ad5**) / **20** will be considered for Bid evaluation purpose as shown in Price Bid Format (PROFORMA-II). However, payment will be made on the basis of rate corresponding to the actual combination adopted for production shooting to be determined after pre-acquisition experimental work.

Note : Unit Price for Acquiring 56 fold HR 3D Vibroseis Seismic Data of 20 m x 20 m bin size) will be average of the cost as quoted in the above table against item No. 2.5 of this Section. However, payment will be made as per the parameters decided in the field after experimental work and the rates quoted against final source parameter in the above table.

The operating charges (per Sq. Km) include all the charges for:

- Recording the 3-D data
- Use of Equipment/accessories including spares and accessories,
- Cost of fuel, lube oil, etc,
- Charges for **crop compensation, land compensation, property damage etc.**
- Any other compensation in the field,
- Maintenance, Repairing and Preventive maintenance cost,
- Establishment of Reference Points and Permanent Markers,
- Movement of on/off crews,
- Consumables,
- Transport to and from the field,
- On-site QC Data Processing (minimum upto Brute stack),
- Messing,
- Camp establishment,
- Maintenance and repair of support infrastructure,
- Shifting of camp,
- Medical service for personnel,
- Hire of any support infrastructure,
- Pegs and road crossing,
- Cost of material to obtain proper coupling of vibrators,
- Any operational requirements not specified herein,
- Income tax, other local taxes and fees,
- Compensation for loss/damage to crop, land, property and any other compensation in the field (The Block in which the intended Survey is to be carried out fall within the great Thar Desert having very thin and scattered human habitation. Therefore, vegetation/standing crops will be very minimal compared to other part of the country. However, during the course of 3D Vibroseis Seismic Survey, if there is any loss or damage to the standing crops, land and/or property of any nature, resulting directly from the vibroseis seismic survey in the field under the contract, the Contractor will have to settle all such claims towards the losses/damages compensation to the affected parties). Any production/time losses on account of compensation related issued will be the sole responsibility of the Contractor.

2.6 **RATES FOR LVL RECORDING (LVL):** **FE** + **INR**
(Optional) (.....) (.....)

Charges for LVL survey to be quoted on **per location** basis including the cost of processing and interpretation of LVL data.

2.7 **RATES FOR UPHOLE RECORDING (UH):** $\frac{\text{FE}}{(\dots\dots)}$ + $\frac{\text{INR}}{(\dots\dots)}$
(Optional)

Charges for Up-hole survey to be quoted on **per location** basis considering Up-hole drilling and recording to a depth of 60 m. The rate to be quoted on all-inclusive basis, including the cost of processing and interpretation of Up-hole data.

2.8 **CHARGES FOR FIXING OF REFERENCE POINTS (FRP) :** $\frac{\text{FE}}{(\dots\dots)}$ + $\frac{\text{INR}}{(\dots\dots)}$
(Optional)

Charges for Reference Points fixing by DGPS to be quoted on Per point basis, which must include all costs associated with the service including supply of pillars etc.

2.9 **DEMOBILIZATION CHARGES (DMOB):** $\frac{\text{FE}}{(\dots\dots)}$ + $\frac{\text{INR}}{(\dots\dots)}$

- i) The demobilization charges, if any, should be quoted on lumpsum basis, which must include all charges for demobilization of all equipment and crews with all supporting provisions from the camp where the survey concludes.
- ii) The demobilization charge, if any, would be paid only once at the end of the contract upon completion of re-export formalities, if any.
- iii) Company shall give notice to Contractor to commence demobilization. Contractor will ensure that demobilization is completed within 60 days of notice from Company.
- iv) All charges connected with demobilization including all fees and taxes in relation thereto and insurance & freight on re-export outside India will be to Contractor's account. Bidder's quotation should cater for the foregoing.

3.0 3D SEISMIC DATA PROCESSING:

3.1 **CHARGES FOR BASIC PROCESSING OF 3D VIBROSEIS SEISMIC DATA:**
(PR) $\frac{\text{FE}}{(\dots\dots)}$ + $\frac{\text{INR}}{(\dots\dots)}$

Charges for Basic Processing i.e. Processing of 56 fold 3D Vibroseis Seismic Data (Bin Size : 20 m x 20 m) per Sq. Km. basis (as per the Processing Sequence mentioned in Section-V, Clause B1.4)

(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").

WE 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 Ltd (hereinafter 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 Bank this _____ day of _____, 2011.

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws his Bid during the period of bid validity specified by the bidder
- (2) If the Bidder, having been notified of the acceptance of his Bid by the Company during the period of Bid validity :
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, on tender document;
 - or
 - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders on tender documents.

We undertake to pay to Company up to the above amount upon receipt of its first written demand, (by way of letter/fax/e-mail) 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 (date of expiry of bank guarantee should be minimum 60 days beyond the validity of the bid) any demands in respect thereof should not reach the bank not later than the above date.

* The bank should insert the amount of guarantee in words and figures

Date :

Signature of issuing authority of Bank with
designation seal and seal of the bank.

(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 as "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 recognized 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 HEREOF 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 types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of 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 there-under or of any of the contract documents which may be made between you and 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 GUARANTOR

Name of Bank

Address

Date

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

NOTE : Bidders are NOT required to complete this form while submitting the Bid.

(END OF SECTION-VIII)

SECTION - IX

BID EVALUATION AND BID REJECTION CRITERIA (BEC/BRC)

I. BID REJECTION CRITERIA

The bid shall conform generally to the specifications and terms and conditions given in the bidding documents. Bids will be rejected in case the equipment and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected.

1.0 TECHNICAL

1.1 The Bidders must meet the following experience criteria.

- (i) Bidders must have successfully completed land 3D Vibroseis Seismic Surveys with a minimum cumulative total of 2000 Sq. Km in the last five (5) years ending last day of the month previous to the one in which bids are invited. Bidders must submit successful completion certificate of the projects from the clients as documentary evidence in support of their experiences.
- (ii) Bidder must have state-of-the-art processing center to carry out detailed seismic data processing works. The bidder must have experience in seismic data processing of minimum 2000 Sq. Km of Land 3D seismic data up to Pre-stack Time Migration (Pre-STM) in last five (5) years ending last day of the month previous to the one in which bids are invited. Bidders must submit successful completion certificate of the projects from the clients as documentary evidence in support of their experiences.
- (iii) **Foreign Bidders :** Overseas Bidders must have successfully carried out a minimum of 1000 Sq. Km of land 3D Seismic Data Acquisition in two countries other than the country of origin as on the last day of the month previous to the one in which bids are invited, provided they meet the experience criteria mentioned in sub-clauses (i) and (ii) above.

Or

Overseas bidders should have successfully completed at least 100 Sq. Km. of Land 3D Seismic Data Acquisition in India, provided they meet the experience criteria mentioned in sub-clauses (i) and (ii) above.

Bidders must submit documentary evidence from the clients in support of their experiences.

- 1.2 (i) In case the bidder is an Indian Company/Indian Joint Venture Company, either the Indian Company/Indian Joint Venture Company or its Technical Collaborator/ Joint venture partner must meet the criteria under clause 1.1 above. {In case the Joint Venture Partner(s)/Collaborator(s) is/are of foreign origin, they are to meet the experience criteria set in clause 1.1 (iii) above in addition to others, otherwise the same is exempted for Indian JV Partner(s)/Collaborator(s)}.
- (ii) Details of experience and past performance of the bidder and the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), on works/jobs done of similar nature in the past and details of current work in hand and other

contractual commitments, indicating areas and clients are to be submitted alongwith the Technical Bid, in support of the experience criteria laid down above.

- (iii) In case the Bidder is a Consortium of Companies, the following requirements must be satisfied by the Bidder:
- a) The leader of the consortium must satisfy the minimum experience requirement as per clause 1.1 above.
 - b) The leader of the consortium must confirm unconditional acceptance of full responsibility of executing the “Scope of Work” of this tender. This confirmation must be submitted along with the technical bid.
 - c) All the members of the consortium must undertake in the Memorandum of Understanding (MOU) that each party shall be jointly and severally liable to the Company for any and all obligations and responsibilities arising out of this contract.
- iv) Indian Companies/Joint Venture Companies: Indian bidder whose proposal for technical collaboration/joint venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval, on their application submitted to SIA, prior to the date of price bid opening.
- v) Bidder must submit alongwith their technical bid Memorandum of Understanding(MOU)/Agreement with their technical collaborator / Joint venture partner (in case of Joint venture) clearly indicating their roles under the scope of work i.e. Section –V of Tender Document.
- (vi) MOU/Agreement concluded by the bidder with technical collaborator/joint venture partner (in case of Joint Venture), must also be addressed to the Company, clearly stating that the MOU Agreement is applicable to this tender and shall be binding on them for the entire contract period. Notwithstanding the MOU/Agreement, the responsibility of completion of job under this contract will be with the bidder.
- (vii) Joint venture partnership / collaboration, with a firm bidding as an independent identity against this tender, will not be accepted.
- (viii) Offers of those bidders who themselves do not meet experience criteria as stipulated as per clause 1.1 above can also be considered provided the bidder is 100% subsidiary company of the parent company which itself meets the experience criteria vide clause 1.1 above. In that case, as the subsidiary company is dependent upon the experience of the parent company, with a view to ensure commitment and involvement of the parent company for successful execution of the contract, the participating bidder must enclose an agreement as per format enclosed vide **Appendix-I** between the parent and the subsidiary company and Corporate Guarantee as per format enclosed at **Appendix-II** from the parent company to OIL for fulfilling the obligations under the agreement.

OIL approves in-principle to consider the bids of parent/subsidiary company(ies) based on experience/capabilities of any of them, provided all the companies referred to in the bid are controlled by a single parent company and they agree for joint and several responsibility including Corporate Guarantee for successful execution of the contract.

- (ix) In case of bidder and/or its technical collaborator and / or its joint venture partner and / or its consortium member is a foreign company and its offer is found technically acceptable, then OIL will seek clearance of appropriate Government Authorities (wherever applicable) before opening of price bids. Corresponding to the receipt of clearance, the price bids will be opened.

Such bidders must submit all required details/documents to OIL alongwith their un-priced technical bid for seeking clearance. Bidder is required to confirm specific acceptance of this clause in their technical bid.

c

1.3 The bidder must have average annual financial turnover of at least of ` 5.69 Crore (or equivalent in foreign currency) in the last three years as per the Audited Annual Reports. The bidder has to submit the Audited Annual Report of last three years as supporting documentary evidence.

1.4 The bidder must have successfully completed land 3D Seismic Data Acquisition and Processing upto Pre-STM during last seven years ending last day of the month previous to the one in which bids are invited as mentioned below.

- (i) Three (3) projects of land 3D Seismic Data Acquisition and Processing upto Pre-STM each costing not less than ` 7.58 Crore (or equivalent in foreign currency).

Or

- (ii) Two (2) projects of land 3D Seismic Data Acquisition and processing upto Pre-STM each costing not less than ` 9.47 Crore (or equivalent in foreign currency).

Or

- (iii) One (1) project of land 3D Seismic Data Acquisition and Processing upto Pre-STM costing not less than ` 15.16 Crore (or equivalent in foreign currency).

The bidder has to provide documentary evidence in support of the above from the clients clearly mentioning the **value of job done (in Indian Rupees or foreign currency), date of completion of project and type of 3D Seismic Data Acquisition & Processing** of the project completed by the bidder.

1.5 The bids will be technically evaluated based on the requirements furnished in Section-V (Scope of Work/Terms of Reference). Bids which do not conform to the minimum specifications of equipment, hardware and software furnished therein and do not include all the jobs/services mentioned in the tender document will be considered as incomplete and rejected.

1.6 The years of experience for key personnel and the vintage of equipment offered are specified in Annexure-I & II of Section – V (Scope of Work/Terms of Reference). Bidder has to submit the documentary evidence in support of the Vintage of the equipment which bidder proposes to deploy in the field for the execution of the contract. Bids shall be rejected if the equipment and the key personnel offered do not meet the specified requirement as mentioned in Annexure-I and Annexure-II of Section –V of the tender document

1.7 The bidder must categorically confirm to mobilize and commence operation within Ninety (90) days from the date of issue of LOA by Company. Mobilization shall be deemed to be completed when all personnel, equipment, tools, consumables and field crew are mobilized and also the equipment are fully tested & calibrated and necessary pre-acquisition experimental work conducted as specified in scope of work and first regular production shot is taken and

accepted by the Company. Bidders must provide categorical confirmation of their capability and intent to meet this timing in their Technical Bid otherwise their Bid will be rejected.

- 1.8 The bidder must submit detailed Bio-Data of all its key personnel to be deployed for the whole period of the project, along with the technical bid. Bidder shall deploy the same persons whose Bio-Data is offered in the bid for data acquisition and processing. They shall not be replaced or transferred without prior notification and approval of the company. Company's approval is essential in case they are desired to be replaced by the bidder with equally competent persons satisfying minimum experience criteria and company's decision in this regard will be final.
- 1.9 The bidder must be in possession of the equipments as mentioned in Annexure-II of Section – V (Scope of Work/Terms of Reference). In case, if the bidder is not in possession of the equipments at the time of submission of the bids and proposes to deploy brand new equipment, in such cases, the bidder has to submit the Letter of Intent (LOI) /purchase orders/agreements concluded by them with the equipment manufacturers or suppliers at least 7 days prior to price bid opening. The date of price bid opening will be intimated to the bidder subsequently. The price bids of such bidders who fail to submit these documents will not be opened and hence they will not be considered for award of contract. Bidder would not be allowed to substitute the equipments once offered by them in their bid during the period of bid validity as well as during mobilization and subsequently during execution of the work.

2.0 COMMERCIAL

- 2.1 Bids are invited under Single Stage Two Bid System i.e. Technical Bid (Un-priced) and Commercial Bid (Priced) separately. Bidders must submit both "Technical" and "Commercial" Bids in electronic form through online OIL's e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender and the Commercial Bid as per the online Commercial Bid Format.
- 2.2 In Technical Bid opening, only the Collaboration Folder (C folder) will be opened. Therefore, the bidder should ensure that Technical Bid is uploaded in the C-folder link (collaboration link) under Techno-Commercial Bid Tab Page only. No price should be given in above C-folder, otherwise the offer will be rejected. Please go through the help document provided in OIL's e-Portal, in details before uploading the documents.
- 2.3 Prices/Rates should be maintained in the "online price schedule" only. The rates quoted in the "online price schedule" will only be considered.
- 2.4 Prices and rates quoted by Bidders must be held firm during the tenure of the contract and not be subject to any variation. Bids with adjustable price terms will be rejected.
- 2.5 Bid Security in original must reach the office of Chief Manager (M & C), Oil India Limited, Rajasthan Project, 12-Old Residency Road, Jodhpur – 342 011, Rajasthan, India, before the bid opening date and time, otherwise, bid will be rejected. The amount of Bid Security shall be as specified in the "Forwarding Letter". Scanned copy of this Bid Security should also be submitted / uploaded online along with the un-priced (Technical) Bid. Public Sector Undertakings and Firms registered with NSIC/Directorate of Industries in India are exempted from submission of bid security against this tender.
- 2.6 Bids received in physical form, but not uploaded in OIL's e-Tender Portal will be rejected.
- 2.7 Bidders must quote rates in accordance with the price schedule outlined in **PRICE BID FORMAT (PROFORMA-II)**, otherwise the Bid will be rejected. The Bids in which the rates

for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work/item, 'NIL' should be mentioned against such part of work.

- 2.8 Bids received by Company after the bid closing date and time will be rejected.
- 2.9 USER ID and PASSWORD are not transferable. Offers made by bidders who have not been issued USER ID and PASSWORD by the Company will be rejected.
- 2.10 Bidder shall quote directly and not through their agents in India. Offers made by Indian agents on behalf of their overseas Principals will be rejected. Moreover, an Indian agent is not permitted to represent more than one foreign Bidder in a particular Tender. In case an Indian agent represents more than one foreign bidder in a particular Tender, then the offers of all such foreign bidders shall be rejected against the tender.
- 2.11 Any Bid containing a false statement shall be rejected.
- 2.12 The Bids and all uploaded documents must be digitally signed using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 2.13 Contractor shall bear, within their quoted rates, the personal tax as applicable in respect of their personnel and sub-contractor's personnel, arising out of execution of the contract. Also, the Corporate Tax as applicable on the income from the contract will be to Contractor's account.
- 2.14 The lumpsum Mobilization Charges quoted by the Bidders must not exceed 10 % (ten percent) of the total evaluated Contract value, failing which the offer will be rejected.
- 2.15 There must be no exception to the following Clauses including sub-clauses, otherwise the Bid will be rejected:
 - Performance Guarantee Bond Clause
 - Tax liabilities Clause
 - Insurance Clause
 - Force Majeure Clause
 - Termination Clause
 - Arbitration Clause
 - Liability Clause
 - Applicable Law Clause

3.0 GENERAL

- 3.1 The compliance statement (enclosed **PROFORMA – I**) should be digitally signed and uploaded along with the technical bid (un-priced). In case bidder takes exception to any clause of tender document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by the Company. The loading so done by the Company will be final and binding on the bidders.
- 3.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

- 3.3 If any clauses in the BRC contradict clauses elsewhere in the Bid Document, then the clauses in the BRC shall prevail.
- 3.4 Any exception or deviation to the tender requirements must be tabulated in PROFORMA-I of this Section by the Bidder in their Technical Bid only. Any additional information, terms or conditions included in the Commercial (Priced) Bid will not be considered by OIL for evaluation of the Tender.
- 3.5 The Integrity Pact Proforma must be returned by the Bidder (along with their Technical Bid) duly signed digitally by the same signatory who signs the Bid. Bid not accompanied by the Integrity Pact Proforma duly signed digitally shall be rejected.
- 3.6 The Company reserves the right to cancel/withdraw the tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the bidders or any obligation to inform the bidders of the grounds of Company's action.

II. BID EVALUATION CRITERIA (BEC)

The bids conforming to the Scope of Work, Terms and Conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria described hereunder.

- 1.0 Commercial Bids (Price Bids) of only the technically qualified bidders will be opened on a predetermined date and the same will be evaluated taking into account the sum total cost of all components quoted by the bidders as per Price Bid Format (PROFORMA – II) and the contract will be awarded to the lowest evaluated bidder.
- 2.0 It is, however, to be clearly understood that the assumptions made in respect of the quantity of various items in the Price Bid Format (PROFORMA-II) are only for the purpose of evaluation of the bids. The Contractor will be paid on the basis of actual quantum of jobs carried out during job execution. However, execution of jobs in excess of the quantity mentioned herein requires Company's prior approval.
- 3.0 Arithmetical errors, if any, in the price bids will be rectified on the following basis.

“If there is a discrepancy between the Unit Rate and Total Amount (that is obtained by multiplying Unit Rate with Quantity), the unit rate shall prevail and the total amount shall be corrected accordingly. Similarly, if there is a discrepancy between words and figures, the amount quoted in words will prevail. Any bidder who does not accept the said correction procedure, their bid will be rejected.”
- 4.0 For evaluation of the bids, B.C. Selling market rate of State Bank of India prevailing one day prior to the price bid opening will be considered. Where the time lag between the price bid opening and final decision exceeds three months, the rate of exchange prevailed on the date prior to the date of final decision will be adopted for Conversion in to single currency.
- 4.0 **Customs Duty:** Customs Duty will not be considered for evaluation of the offers, since imports under this contract are presently exempted from payment of Customs Duty as the proposed survey shall be carried out in NELP Block awarded to Company by Govt. of India after 01.04.1999.

(END OF SECTION – IX)

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

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

(Authorised Signatory)
Name of the bidder _____

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

PRICE BID FORMAT

Srl. No.	Item	Unit	Qty.	Unit Rate (Currency)	Total Price (Currency)
<u>3D SEISMIC DATA ACQUISITION</u>					
1	Mobilization Charges	Lumpsum	1	MOB***	1 x MOB
2	Cost for Experimental Recording	Per Day	5*	EXP	5 x EXP
3	Standby Charges for Equipment and Crew	Per Day	5	SBR	5 x SBR
4	Force Majeure Charges	Per Day	5	FM	5 x FM
5	Charges for Acquisition of 56 fold HR 3D Seismic Vibroseis Data (Bin Size : 20 m x 20 m)	Per Sq. Km.	108	OR** (Avg. of "A" as per Operating Rate Matrix given below)	108 x OR
6	LVL Survey Rate (Optional)	Per location	50 #	LVL	50 x LVL
7	Up-hole Survey Rate (Optional)	Per location	25 #	UH	25 x UH
8	Cost of Fixing Reference Pillar (Optional)	Per location	5 #	FRP	5 x FRP
9	Demobilization Charges	Lumpsum	1	DMOB	1 x DMOB
<u>3D SEISMIC DATA PROCESSING</u>					
10	Charges for Basic Processing i.e. Processing of 56 fold HR 3D Vibroseis Seismic Data (Bin Size : 20 m x 20 m) per Sq. Km. basis (as per the Processing Sequence mentioned in Section-V, Clause B1.4)	Per Sq. km.	108	PR	108 x PR
<u>TOTAL EVALUATED CONTRACT VALUE (Sum Total of above) :</u> (1 x MOB) + (5 x EXP) + (5 x SBR) + (5 x FM) + (108 x OR) + (50 x LVL) + (25 x UH) + (5 x FRP) + (1 x DMOB) + (108 x PR).					

are optional items. But, they will be considered for Commercial Bid Evaluation.

* Includes the days required for pre-acquisition experimental work.

** Unit Price for Sr. No. 5 i.e., Acquisition of 56 fold HR 3D Vibroseis Seismic Data of 20m x 20m (bin size) will be the average of rates as quoted in the table given below. However, payment will be made as per the actual parameters adopted in the field after pre-acquisition experimental work.

*** The lumpsum Mobilisation Charges must not be quoted more than 10% of the Total evaluated contract value failing which the bid will be rejected.

NOTE:- i) The items referred above are to be read in conjunction with Section-VII.

ii) All taxes and levies including Service Tax etc. will be borne by the Contractor.

iii) The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work, 'NIL' should be mentioned against such part of work.

(iv) The quantities considered above are for bid evaluation purposes only. Payment will be made on the basis of actual job execution.

A : Operating Rate Matrix of the Source Parameter for Acquiring **56 fold HR 3D Vibroseis** Seismic Data (20 m x 20 m bin size) :

Srl. No.	Sweeps Per VP	Sweep Length (Seconds)	Code	Price per Sq. Km of 56 fold HR 3D Vibroseis Seismic Data Acquisition (20m X 20m bin size). (CURRENCY)
1	1	10	Aa1	
2	1	12	Aa2	
3	1	14	Aa3	
4	1	16	Aa4	
5	1	18	Aa5	
6	2	10	Ab1	
7	2	12	Ab2	
8	2	14	Ab3	
9	2	16	Ab4	
10	2	18	Ab5	
11	3	10	Ac1	
12	3	12	Ac2	
13	3	14	Ac3	
14	3	16	Ac4	
15	3	18	Ac5	
16	4	10	Ad1	
17	4	12	Ad2	
18	4	14	Ad3	
19	4	16	Ad4	
20	4	18	Ad5	

****Average of "A" = (Aa1 + Aa2 + Aa3 + + Ad3 + Ad4 + Ad5) / 20**

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The Bidder/Contractor"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for -----
----- . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a **Page 2 of 5** substantive suspicions in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 -Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section: 8 -External Independent Monitor/Monitors

(three in number depending on the size of the contract)

(to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Noida.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place. JODHPUR.
Date

NAME OF INDEPENDENT EXTERNAL MONITORS:

- (a) Shri N. Gopaldaswami, IAS (Retd.).
Phone: +91-44-2834-2444 (Res), 96001 44444 (Mobile).
E-mail: gopaldaswamin@gmail.com
- (b) Shri Ramesh Chandra Agarwal, IPS.
Phone: +91-9810787089, 91-1122752749.
E-mail: rcagarwal@rediffmail.com

FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY
(TO BE MADE ON STAMP PAPER OF REQUISITE VALUE AND NOTORIZED)

This agreement made this _____ day of _____ month _____ year by and between M/s _____ (Bidder's particular) _____ hereinafter referred to as bidder of the first part and M/s _____ (Parent Company's particulars) herein after referred to as "Parent Company" on the other part, whereas M/s Oil India Limited (herein referred to as OIL) has invited offers vide their tender no. _____ for _____ and whereas M/s _____ (Bidder) intends to bid against the said tender and desires to have a financial and technical support of M/s _____ (Parent Company) and whereas parent company represents that they have gone through and understand the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/s _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarification etc. in this context.
2. M/s _____ (Parent Company) as a sub-contractor undertakes to provide financial, technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the scope of work of the tender/contract for which offer has been made by the Parent Company and accepted by the bidder.

However, as a minimum, following services will be necessarily covered by the Parent Company:

-
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the bidder.
 4. It is further agreed that for the performance of work during contract period bidder and parent company shall be jointly and severally responsible to OIL for satisfactory execution of the contract.
 5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)
M/s -----
Witness:
1.
2.

For and on behalf of
(Parent Company)
M/s -----
1.
2.

PARENT COMPANY GUARANTEE

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at..... this..... day of 2011 by M/s..... (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having in Registered Office at..... herein after called “the Guarantor” which expression shall, unless **excluded** by the repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s Oil India Limited, a company duly registered under the companies Act 1956, having its Registered Office at **Duliajan, Dist: Dibrugarh, Assam-786602, India** and having Corporate Office at **Plot No. 19, Sector-16A, Noida, UP** hereinafter called “**Company**” which expression shall **unless** excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender no..... for on.....

M/s..... (mention complete name), a company organized and existing under the laws of..... (insert jurisdiction/country), having its registered office at..... (give complete address) hereinafter called “the Contractor” which expression shall, unless executed by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, *a wholly owned subsidiary of the Guarantor, have, in response to the above mentioned tender invited by the Company, submitted their bid no..... to the Company with one of the condition that the Contractor shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change herein as may be deemed appropriate by the Company at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical, financial and such other supports as may be required by the Contractor for successful execution of the same.

The Contractor and the Guarantor have entered into an agreement dated..... as per which the Guarantor shall be provided technical, financial and such other supports as may be necessary for performance of the work relating to the said tender.

Accordingly, at the request of the Contractor and in consideration of and as a requirement for the Company to enter into agreement(s) with the Contractor, the Guarantor hereby agrees to give this guarantee and undertakes as follows:

1. The Guarantor (Parent Company) unconditionally agrees that in case of non-performance by the Contractor of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the Company, take-up the job without any demur or obligation, in continuation and without loss of time and without any cost to the Company and duly perform the obligations of the Contractor to the satisfaction of the Company. In case the guarantor also fails to discharge its obligations herein and complete the job satisfactorily, Company shall have absolute rights for effecting the execution of the job from any other person at the risks and costs of the Guarantor.

The Guarantor also undertakes to make good any loss that may be caused to the Company for non-performance or unsatisfactorily performance by the Guarantor or the Contractor of any of their obligations.

2. The Guarantor agrees that the Guarantee herein contain shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Contractor.
3. The Guarantor shall be jointly with the Contractor as also severally responsible for satisfactory performance of the contract entered between the Contractor and the Company.
4. The liability of the Guarantor, under this Guarantee, is limited to the value of the contract entered between the Contractor and the Company i.e. upto and in no event shall be Guarantor's liability hereunder, either in its capacity of Guarantor or as a Contractor should it perform the contract in the event of the Contractor's non-performance as per point 1 hereinabove, exceed that of the Contractor under the mutually agreed contract awarded to the Contractor. This will, however, be in addition to the forfeiture of the Performances Guarantees furnished by the Contractor.
5. The Guarantor represents that the Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the government and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of....., India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.
8. The Guarantor represents and confirms that the guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing law or any judgment.

For & on behalf on (Parent Company)

M/s_____

Witness:

1.

2.

*strikeout, if not applicable

&&&&&&&&

Figure-I
(Section-V)

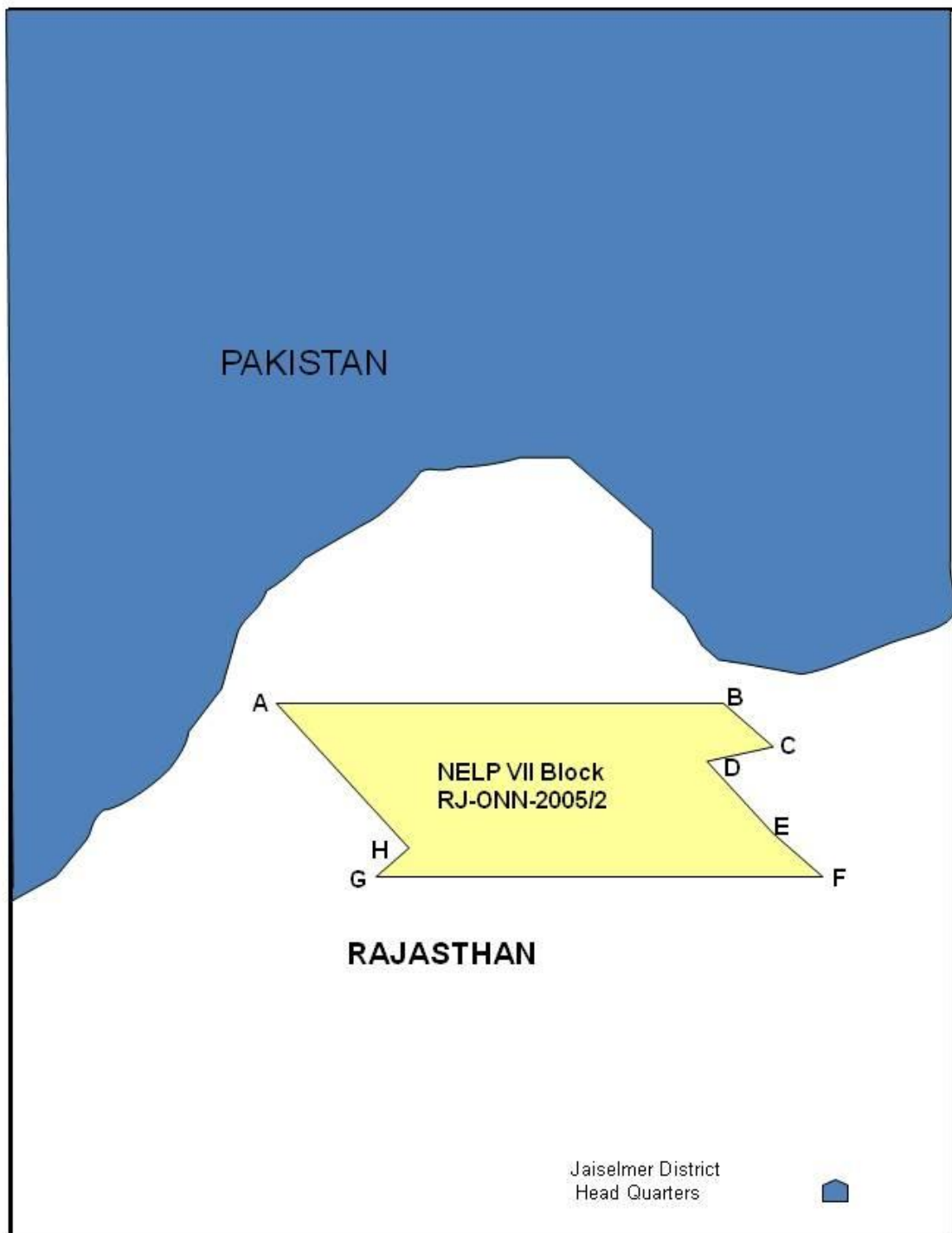


Figure No. - 1: Showing Exploration Block – RJ-ONN-2005/2