

TENDER DOCUMENT

Tender No. : OIL/NEF/GLOBAL/002/2007

For

Hiring of Services for Interpretation of 625 Sq. Km. of 3D Seismic data pertaining to NELP-V Block: AA-ONN-2003/3 (SADIYA), NELP-VI Blocks: AA-ONN-2004/1 (AMGURI) and AA-ONN-2004/2 (DIBRUGARH) falling in north-eastern part of India, Assam.

Bid Closing Date & Time: 24th December, 2007
(12.45 Hrs IST)

Technical Bid Opening Date: 24th December, 2007
& Time (13.00 Hrs. IST)



OIL INDIA LIMITED

(A Govt. of India Enterprise)

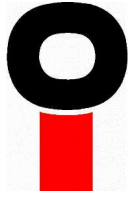
NEF PROJECT

Duliajan – 786 602, Assam, India

Telephone : 91-374-2800405

Fax No. : 91-374-2801799

E. Mail : nef@oilindia.in



Oil India Limited
(A Govt. of India Enterprise)
P.O. DULIAJAN, DIST. DIBRUGARH,
ASSAM, INDIA, PIN-786 602

NEF PROJECT
TEL: (91) 374-2800405
E-mail: nef@oilindia.in
Website: www.oilindia.nic.in
FAX: (91) 374-2801799

Date:

M/s. _____

TENDER NO. OIL/NEF/GLOBAL/002/2007

DESCRIPTION: Hiring of Services for Interpretation of 625 Sq. Km. of 3D Seismic data pertaining to NELP-V Block: AA-ONN-2003/3 (SADIYA), NELP-VI Blocks: AA-ONN-2004/1 (AMGURI) and AA-ONN-2004/2 (DIBRUGARH) falling in north-eastern part of India, Assam.

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), Government of India Enterprise, is a premier oil company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced contractors for providing the above services. One complete set of bid document covering OIL's tender for hiring of above services is being forwarded herewith. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time. For your ready reference, few salient points (covered in detail in this Bid Document) are highlighted below:

- | | |
|---|---|
| (i) Tender No.: | OIL/NEF/GLOBAL/002/2007 |
| (ii) Type of Bid: | Single Stage-Two Bid. |
| (iii) Bid Closing date & Time: | 24 th December, 2007 (12.45 Hrs IST) |
| (iv) Technical Bid Opening date & time: | 24 th December, 2007 (13.00 Hrs. IST) |

- | | | |
|--------|--|---|
| (v) | Commercial Bid Opening Date: & time | Will be intimated to the eligible bidders nearer the time. |
| (vi) | Bids to be addressed to: | General Manager (NEF) NEF Project, Oil India Limited, Duliajan, Assam-786 602 |
| (vii) | Bid submission/opening place: | Office of General Manager (NEF) NEF Project Oil India Limited, Duliajan, Assam-786 602 |
| (viii) | Bid Security Amount: | US\$ 6,250.00 or Rs. 2,50,000.00 |
| (ix) | Amount of Performance Guarantee: | 10 % of the total estimated contract value |
| (x) | Mobilization/Commencement Time: | 15 days from the date of issue of Letter of Award or from the date when company intimates the contractor confirming the availability of the data. |
| (xi) | Quantum of Liquidated Damage for Default in Timely Completion: | 1/2% of total contract value for delay per week or part thereof subject to maximum of 7.1/2% |

3.0 Oil India Limited now looks forward to your active participation in the tender.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(M. Ali)
Chief Manager (M&C-NEF)
For General Manager (NEF)

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PART-1

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.

A. BIDDING DOCUMENTS

2.0 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents.

2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its 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 Bidding Documents by the issuance of an Addendum.

3.2 The Addendum will be sent in writing or by Fax to all prospective Bidders to whom Company has sent the bid documents. 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 translated version, which shall govern for the purpose of bid interpretation.

5.0 DOCUMENTS COMPRISING THE BID: The bid submitted by the Bidder shall comprise of the following components:

TECHNICAL BID

- (i) Complete technical details of the services and equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with clause 9.0.

- (iii) Bid Security furnished in accordance with clause 10.0.
- (iv) Statement of Non-compliance as per Proforma-D
- (v) Copy of commercial bid without indicating prices (Proforma-B)

COMMERCIAL/PRICE BID

- (i) Bid Form as per Proforma-C.
- (ii) Price-Bid Format as per Proforma-B

6.0 BID FORM: The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document.

7.0 BID PRICE:

7.1 Unit prices must be quoted by the bidders, both in words and in figures.

7.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

7.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding service tax) including Corporate Income Taxes and other levies payable by the successful bidder under the Contract for which this Bidding Document is being 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. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 CURRENCIES OF BID AND PAYMENT:

8.1 A bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price.

8.2 Indian bidders too can submit their bids in any currency (including Indian Rupees) and receive payment in such currencies on par with foreign bidders. However, currency once quoted will not be allowed to be changed.

9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS: These are listed in Part-2.

10.0 BID SECURITY:

10.1 Pursuant to clause No. 5.0, the Bidder shall furnish as part of his Technical bid, Bid Security in the amount as specified in the "Forwarding Letter".

- 10.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-clause 10.9.
- 10.3 The Bid Security shall be denominated in the currency of the bid or another freely convertible currency, and shall be in one of the following form:
- (a) A bank guarantee (BG) or irrevocable Letter of Credit (L/C) issued by:
 - i) A scheduled Indian Bank or
 - ii) An Indian branch of a foreign Bank or
 - iii) A reputed foreign Bank having correspondent bank in India,in the form provided vide Proforma-G or any other form acceptable to the Company and valid for 30 days beyond the validity of the bids.
 - (b) A cashier's cheque or demand draft drawn in favour of 'Oil India Limited' and payable at Duliajan, Assam.
- 10.4 Any bid not secured in accordance with sub-clause 10.1 and/or 10.3 shall be rejected by the Company as non-responsive.
- 10.5 Bidders will extend the validity of their Bid Security, if and whenever specifically advised by the Company, at the bidder's cost.
- 10.6 Bid Security will not accrue any interest during its period of validity or extended validity.
- 10.7 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.
- 10.8 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the performance security.
- 10.9 The Bid Security may be forfeited:
- (a) If any Bidder withdraws or modifies his 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 & within the period of bid validity, and/or

ii) To furnish Performance Security.

11.0 PERIOD OF VALIDITY OF BIDS:

11.1 Bids shall remain valid for 180 days after the date of bid opening prescribed by the Company.

11.2 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 (or by Fax). The bid Security provided under para 10.0 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

12.0 FORMAT AND SIGNING OF BID:

12.1 The Bidder shall prepare four copies of the bid clearly marking original "ORIGINAL BID" and rest "COPY OF BID". In the event of any discrepancy between them, the original shall govern.

12.2 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The letter of authorization (as per Proforma-H) shall be indicated by written power of attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

12.3 The bid should contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons signing the bid.

C. SUBMISSION OF BIDS

13.0 SEALING AND MARKING OF BIDS:

13.1 The tender is being processed according to a single stage - Two bid procedure. Offers should be submitted in two parts viz. Technical bid and Commercial bid each in quadruplicate (one Original and 3 copies).

13.2 The Bidder shall seal the original and each copy of the bid duly marking as "ORIGINAL" and "COPY".

13.3 The cover containing the Technical Bid (Original + 3 copies) should be in one sealed cover bearing the following on the right hand top corner.

- (i) Envelope No.1 Technical bid
- (ii) Tender No. _____.
- (iii) Bid closing date _____.
- (iv) Bidder's name _____.

- 13.4 The cover containing the Commercial Bid (Original + 3 copies) should be in a separate sealed cover bearing the following on the right hand top corner.
- (i) Envelope No.2 Commercial bid
 - (ii) Tender No. _____.
 - (iii) Bid closing date _____.
 - (iv) Bidder's name _____.
- 13.5 The above mentioned two separate covers containing Technical and the Commercial bids should then be put together in another envelope bearing the following details on the top and the envelope should be addressed to the person(s) as mentioned in the "Forwarding Letter".
- (i) Tender No. _____.
 - (ii) Bid closing date _____.
 - (iii) Bidder's name _____.
- 13.6 The offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/catalogues of the equipment offered. The Bid Security mentioned in clause 10.0 should be enclosed with the Technical Bid. The price Schedule must not be put in the envelope containing the Technical Bid.
- 13.7 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/non-compliance to each clause as per Proforma-D. This should be enclosed with the technical bid.
- 13.8 Timely delivery of the bids is the responsibility of the Bidder. Bidders should send their bids as far as possible by Registered Post or by Courier Services. Company shall not be responsible for any postal delay/transit loss.
- 13.9 Cable/Fax/E-mail/Telephonic offers will not be accepted.
- 14.0 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. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that an agency commission is not involved in the particular bid. Further, Bidders are requested to quote directly and not through their agents in India.
- 15.0 DEADLINE FOR SUBMISSION OF BIDS: Bids must be received by the company at the address specified in the "Forwarding Letter" not later

than 12-45 Hrs. (Indian Standard Time) on the bid closing date mentioned in the "Forwarding Letter".

16.0 LATE BIDS: Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be rejected.

17.0 MODIFICATION AND WITHDRAWAL OF BIDS:

17.1 The Bidder after submission of bid may modify or withdraw its bid by written notice prior to bid closing.

17.2 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of clause 13.0. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

17.3 No bid can be modified subsequent to the deadline for submission of bids.

17.4 No bid may be withdrawn in 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.

18.0 BID OPENING AND EVALUATION:

18.1 Company will open the Bids, including submission made pursuant to clause 17.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per Proforma-H) from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend.

18.2 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 17.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

18.3 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.

- 18.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 18.3.
- 18.5 To assist in the examination, evaluation and comparison of bids the Company may at its discretion, ask the Bidder for clarifications of his bid. 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.
- 18.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, 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 evidence.
- 18.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 18.8 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 19.0 OPENING OF COMMERCIAL/PRICE BIDS:
- 19.1 Company will open the Commercial Bids of the technically qualified Bidders on a specific date in presence of interested qualified bidders. Technically qualified Bidders will be intimated about the bid opening date in advance.
- 19.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 19.3 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, their bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.
- 20.0 CONVERSION TO SINGLE CURRENCY: 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 into 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 State Bank of India on the date prior to the date of final decision will be adopted for conversion.
- 21.0 EVALUATION AND COMPARISON OF BIDS: The Company will evaluate and compare the bids as per Part-2 of the bidding documents.
- 22.0 LOADING OF FOREIGN EXCHANGE: There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic bidders.
- 22.1 EXCHANGE RATE RISK: Since Indian bidders are now permitted to quote in any currency and also receive payments in that currency, company will not be compensating for any exchange rate fluctuations in respect of the services.
- 22.2 Repatriation of Rupee cost: In respect of foreign parties Rupee payments, made on the basis of the accepted Rupee component of their bid, would not be repatriable by them. A condition to this effect would be incorporated by the Company in the contract.
- 23.0 CONTACTING THE COMPANY:
- 23.1 Except as otherwise provided in clause 18.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 18.5.
- 23.2 Any effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.
- D. AWARD OF CONTRACT
- 24.0 AWARD CRITERIA: The Company will award the Contract to the successful 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 or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

26.0 NOTIFICATION OF AWARD:

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

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

26.3 Upon the successful Bidder's furnishing of Performance Security pursuant to clause 28.0 the company will promptly notify each unsuccessful Bidder and will discharge their Bid Security, pursuant to clause 10.0 hereinabove.

27.0 SIGNING OF CONTRACT:

27.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

27.2 Within 30 days from the date of Letter of Award, the successful Bidder shall sign and date the contract.

28.0 PERFORMANCE SECURITY:

28.1 Within 30 days of the receipt of notification of award from the Company the successful Bidder shall furnish the performance security for an amount specified in the Forwarding Letter as per the Proforma-E or in any other format acceptable to the Company and must be in the form of a Bank Guarantee or irrevocable Letter of Credit issued by:

- i) A scheduled Indian Bank or
- ii) An Indian branch of a foreign Bank or
- iii) A reputed foreign Bank having correspondent bank in India.

28.2 The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill his obligations under the Contract.

28.3 The performance security specified above must be valid for 12 months plus 3 months to lodge claim, if any after the date of expiry of the

tenure of the contract to cover the warranty obligations indicated in clause 6.0 of Section-I of Part-3 hereof. The same will be discharged by company not later than 30 days following its expiry.

28.4 Failure of the successful Bidder to comply with the requirements of clause 27.0 or 28.0 shall constitute sufficient grounds for annulment of the award of the contract and forfeiture of the Bid Security. In such an event the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

28.5 Performance Security amount will not accrue any interest.

29.0 CREDIT FACILITY: Bidders should indicate clearly in the bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.

30.0 MOBILISATION ADVANCE PAYMENT:

30.1 Request for advance payment shall not be normally considered; however, depending on the merit and at the discretion of the company, advance against mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.

30.2 Advance payment agreed to by the company shall be paid only against submission of an acceptable bank guarantee which 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 2 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

30.3 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.

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PART-2

BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC)

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 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.

1.1 Technical

1.1 The Bids shall be technically evaluated based on the minimum requirements given in Section-II of Part-3 (Terms of Reference and Technical Specifications). The various equipments (software and hardware) must meet the minimum requirement/specification given in the Bid Document.

1.2 The bidder shall confirm categorically that they will deploy the personnel and equipment meeting minimum requirement, experience specified in Annexure-I & II respectively, failing which such offer shall be rejected. The bidder shall submit the bio-data of all the key personnel and the details of the equipment & accessories meeting the minimum requirement.

1.3 The bidder shall confirm that they shall be able to mobilize/commence the work within 15 (Fifteen) days from the date of issue of Letter of Award (LOA) or from the date when Company intimates the Contractor confirming the availability of the data.

2.0 Commercial

2.1 The bids are to be submitted in a single stage under 2(two) bid system i.e. Technical (unpriced bid) and Commercial (priced bid) together as per Part-I Clause 5.0 of the Tender.

2.2 The Bidder shall furnish Bid Security along with Bid as referred to in Para 10 of Part-I. Bid security shall be furnished as a part of technical bid. The amount of bid security should be as specified in the 'Forwarding letter'. Any bid not accompanied by a proper bid security will be rejected.

2.3 Any bid received through Telex/Cable/Fax/Email will not be accepted.

2.4 Bid shall be typed or written in indelible ink and original bid shall be signed by the Bidder or their authorized representative on all pages failing which the bid will be rejected.

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

2.6 Any bid containing false statement will be rejected.

2.7 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bid Format given in Proforma-B of bidding documents; otherwise the bid will be rejected.

2.8 The bid documents are not transferable. Offers received from unsolicited bidders will be ignored.

2.9 Offers submitted by Indian agents on behalf of their foreign principals will not be accepted and the same will be summarily rejected.

2.10 Any Bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.

2.11 Price quoted by the successful Bidder must remain fixed during its performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

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

- Performance Security Clause
- Taxes Clause
- Liquidated Damage cum Penalty Clause
- Force Majeure Clause
- Termination Clause
- Arbitration Clause
- Applicable Law Clause

3.0 GENERAL:

3.1 Proforma-D - The compliance statement should be duly filled up. In case Contractor 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 Company. The loading so done by the Company will be final and binding on the Bidders. No deviation will however, be accepted in the clauses covered under BRC.

LIST OF KEY PERSONNEL TO BE DEPLOYED BY CONTRACTOR

SPECIALIST STAFF

A. DATA INTERPRETATION

| POSITION | MINIMUM WORK EXPERIENCE | MINIMUM NUMBER OF PERSONNEL |
|------------------------------------|-------------------------|-----------------------------|
| 1. Team Leader | 10 yrs | One |
| 2. Senior Interpretation Geologist | 5 yrs | One |
| 3. Interpretation Geophysicist | 5 yrs | One |

The team leader shall be responsible for data interpretation and coordinate interpretation related activities. He/She must have experience of interpreting seismic data of at least two (2) projects.

Notes:

1. The above list indicates the minimum requirement of key personnel and their experience. The Contractor shall deploy the required number of Interpretation Geologists/Geophysicists to accomplish the job as per the defined parameter and time frame.
2. The detailed bio-data of the key personnel must be submitted with the technical bids.
3. All the key personnel must be fluent in English.

EQUIPMENT AND ACCESSORIES

The bidder shall have state-of-the-art latest interpretation center to carry out 3D Seismic Data Interpretation & Analysis of using latest software packages.

Note: The bidder shall submit the details of the equipment and accessories to be deployed for interpretation jobs with the technical bids.

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PART-3

SECTION- I

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS

1.1 In the contract, the following terms shall be interpreted as indicated:

- (a) "Contract" means agreement to be entered into between Company and Contractor, as recorded in the contract signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "Contract Price" means the price payable to Contractor under the contract for the full and proper performance of their contractual obligations.
- (c) "Work" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) "Company" or "OIL" means Oil India Limited.
- (e) "Contractor" means the individual or firm or Body incorporated performing the work under the Contract;
- (f) "Contractor's Personnel" means the personnel to be provided by Contractor to provide services as per contract.
- (g) "Company's Personnel" means the personnel to be provided by OIL or OIL's contractor (other than the Contractor executing this contract). The Company representatives of OIL are also included in the Company's personnel.

2.0 EFFECTIVE DATE, MOBILISATION TIME, COMMENCEMENT DATE, AND COMPLETION TIME OF CONTRACT:

2.1 EFFECTIVE DATE: The contract shall become effective as of the Date Company issues the Letter of Award (LOA) to Contractor in writing. The date of LOA shall be treated as the "Effective Date" of the contract.

2.2 MOBILIZATION TIME: The mobilization of equipment, personnel etc. should be completed by Contractor within a maximum period of 15 days from the date of issue of Letter of Award (LOA) or from the date when Company intimates the Contractor confirming the availability of the data. Mobilization shall be deemed to be completed when Contractor's personnel

arrive at Duliajan for discussions and collection of data. This date will be treated as date of completion of mobilization.

2.3 **COMMENCEMENT DATE:** The date on which the mobilization is completed shall be treated as "Commencement Date".

2.4 **COMPLETION TIME:** The entire work shall have to be completed by the contractor within the scheduled period as indicated vide Clause No. 8.0 of Section-II of this Tender Document.

3.0 **GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

3.1 Perform the work described in the Terms of Reference (Section II of Part-3) in most economic and cost effective way.

3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, provide all personnel as required to perform the work.

3.3 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.

3.4 Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of his 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.

3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as within the warranty period company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

4.0 **GENERAL OBLIGATIONS OF THE COMPANY:** Company shall, in accordance with and subject to the terms and conditions of this contract:

4.1 Pay Contractor in accordance with terms and conditions of the contract.

4.2 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

4.3 Perform all other obligations required of Company by the terms of this contract.

5.0 PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:

5.1 Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.

5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, contractor, entirely at its own expense, shall remove immediately, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company.

5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan, enroute/local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard.

5.4 Contractor's key personnel shall be fluent in English language (both writing and speaking).

6.0 WARRANTY AND REMEDY OF DEFECTS:

6.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with the highest degree of quality, efficiency, and with the state of the art technology/inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Technical Specifications. They should comply with the instructions and guidance, which Company may give to the Contractor from time to time.

6.2 Should Company discover at any time during the execution of the Contract or within 365 days after completion of the work that the work carried out by the contractor does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform all corrective work required to make the services conform to the Warranty. Such corrective work shall be performed entirely at contractor's own expenses. If such corrective work is not performed within a reasonable time, the Company, at its option, may have such remedial work carried out by others and charge the cost thereof to Contractor, which the contractor must pay promptly. In case contractor fails to perform remedial work, the performance security shall be forfeited.

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

7.1 Contractor shall not, without Company's prior 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.

7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.

7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself 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.

8.0 TAXES:

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

8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India.

8.3 The contractor shall furnish to the company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

8.4 Prior to start of work under the contract, the contractor shall furnish the company with the necessary documents, as asked for by the 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 the contractor.

8.5 Tax clearance certificate for personnel and corporate taxes shall be obtained by the contractor from the appropriate Indian Tax authorities and furnished to company within 6 months of the expiry of the tenure of the contract or such extended time as the company may allow in this regard.

8.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time.

8.7 Corporate and personal taxes on contractor shall be the liability of the contractor and the company shall not assume any responsibility on this account.

8.8 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by contractor shall be borne by the contractor.

8.9 Service Tax: Services Tax if any as applicable and/or levied on payment against this contract shall be paid by the company at actual against documentary evidence.

9.0 INSURANCE:

9.1 The contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the contractor or its subcontractor during the currency of the contract.

9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others:

- a) Workmen compensation insurance as required by the laws of the country of origin of the 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 of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.
- d) Contractor's equipment used for execution 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 and property damage limits shall be governed by Indian Insurance regulations.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991.

9.3 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.

9.4 Any deductible set forth in any of the above insurance shall be borne by Contractor.

9.5 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.

9.6 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried by Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

9.7 Contractor shall require all of their sub-contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-contractors.

9.8 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.

10.0 CHANGES:

10.1 During the performance of the work, Company may make a change in the work within the general scope of this 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 order by the Company.

10.2 If any 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. Such estimates shall be based on the rates shown in the Schedule of Rates (Section-IV). 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 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 13.0 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

11.0 FORCE MAJEURE:

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

control of the party to the contract and which renders performance of the contract by the said party impossible.

11.2 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.

11.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure' rate shall apply for a maximum cumulative period of fifteen days. Either party will have the right to terminate the Contract if such 'force majeure' condition continues beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

12.0 TERMINATION:

12.1 **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.

12.2 **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 clause 11.0 above.

12.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

12.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company,

12.5 **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.

12.6 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, 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.

12.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination.

12.8 CONSEQUENCES OF TERMINATION: In all cases of termination herein set forth, the obligation of the Company to pay for Services as per the Contract shall be limited to the period upto the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

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

12.10 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.

12.11 COMPANY'S RIGHT TO TAKEOVER: In the event, Company is justifiably dissatisfied with Contractor's performance during the operation hereunder on account of unreasonably slow progress or incompetence as a result of cause reasonably within the control of the Contractor, the Company shall give the Contractor written notice in which it shall specify in detail the cause of its dissatisfaction. Should the Contractor, without reasonable cause, fail or refuse to commence remedial action within reasonable time of receipt of the said written notice, the Company shall have the right to but not obligation to take over the specific operations, where the Contractor has failed to perform, till such time the Contractor commences remedial action. During the period of any such takeover, the entire cost of operation carried out by the Company will be deducted from the Contractor's payment, in addition to imposing penalty as applicable as per the Contract for the Contractor's failure.

13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

13.1 All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this 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 New Delhi. The award made in pursuance thereof shall be binding on the parties.

14.0 NOTICES:

14.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:

(A) Company

General Manager (NEF)
OIL INDIA LIMITED
DULIAJAN - 786602
ASSAM, INDIA
Fax No:0091374-2801799
Email : nef@oilindia.nic.in

(B) Contractor

M/s. _____

Contact Person:

Fax:

Phone:

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

15.0 SUBCONTRACTING: 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.

16.0 MISCELLANEOUS PROVISIONS:

16.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public

bodies and companies whose property or rights are affected or may be affected in any way by the services.

16.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation, public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

16.3 Key personnel can not be changed 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 qualification which will be again subject to approval by the Company.

17.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY COMPLETION:

17.1 In the event of the Contractor's default in timely completion of the work within the stipulated period, the Contractor shall be liable to pay liquidated damages at the rate of 1/2% of the total contract value per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled completion time as defined in Clause No. 8.0 of Section-II.

17.2 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to mobilize and commence the work within the stipulated period.

18.0 PERFORMANCE SECURITY: The Contractor shall furnish to Company a Bank Guarantee for 10% of the estimated Contract Price, with validity at-least upto 3 months beyond one year warranty period, towards performance security. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

19.0 ASSOCIATION OF COMPANY'S PERSONNEL: Company's personnel will be associated with the work through out the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed Contractors to major international oil companies in the petroleum industry.

20.0 LABOUR: The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities

to be given to the labourers should conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970.

21.0 LIABILITY:

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

21.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

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

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

21.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor

from and against such loss or damage and any suit, claim or expense resulting there from.

21.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its Contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.

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

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

22.0 CONSEQUENTIAL DAMAGE: Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

23.0 INDEMNITY AGREEMENT:

23.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of 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.

23.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, 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.

24.0 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 cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

25.0 PAYMENT, MANNER OF PAYMENT, INVOICES:

25.1 Company shall pay to Contractor, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.

25.2 Separate invoices for the charges payable under the contract shall be submitted by the Contractor for foreign currency and Indian currency.

25.3 Company shall make the payments to the Contractor as per rates as referred to in Proforma-B.

25.4 All payments due by Company to Contractor shall be made at Contractor's designated bank. All bank charges will be to Contractor's account. Payment of invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by the Company.

25.5 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 payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which Company questions.

25.6 Contractor will submit six sets of all invoices to Company's address given under para 14.1 A above for processing of payment.

25.7 The Company shall within 20 days of receipt of the invoice notify Contractor of any item 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. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in sub-clause 25.5 above.

25.8 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.

25.9 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based upto 2(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/objection. Any audit conducted by Company of Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.

26.0 WITHHOLDING: Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, 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-II.
- 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 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.

Withholding will also be effected on account of the following:-

- i) 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.
- iv) Any payment due from Contractor in respect of unauthorized imports.

When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so withheld.

Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failures on the part of Contractor, which is directly/indirectly related to some negligent act or omission on the part of Contractor.

27.0 APPLICABLE LAW:

27.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in Dibrugarh/ Guwahati.

27.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, 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) The Mines Act - as applicable to safety and employment conditions.
- b) The Minimum Wages Act, 1948.
- c) The Oil Mines Regulations, 1983.
- d) The Workmen's Compensation Act, 1923.
- e) The Payment of Wages Act, 1963.
- f) The Payment of Bonus Act., 1965.
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- h) The Employees Pension Scheme, 1995.
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).

PART-3

SECTION - II

TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS (INTERPRETATION OF 3D SEISMIC DATA)

1.0 INTRODUCTION / PREAMBLE:

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

2.0 SCOPE OF WORK:

2.1 Oil India Limited (OIL), a Govt. of India Enterprise desires to carry out interpretation of 625 Sq. Kms of 3-D seismic data pertaining to its NELP-VI exploration bidding Blocks:AA-ONN-2004/1 (Area: Amguri) & AA-ONN-2004/2(Area: Dibrugarh) and NELP-V exploration bidding Block: AA-ONN-2003/3 (Area: Sadiya) falling in north-eastern part of India, Assam by hiring the services of an internationally reputed and competent Bidder having required infrastructure and relevant experience.

2.2 The successful bidder shall carry out interpretation of 3D data by deploying latest interpretation systems comprising of state of the art hardware and leading seismic data interpretation packages presently in use globally.

2.3 The successful bidder shall deploy the computer hardware and software with state-of-art technology for performing the services referred in the contract and shall be fully responsible for the execution of seismic interpretation as per the plan that will be provided by the Company.

2.4 The successful bidder shall deploy personnel with adequate and relevant experience as specified in the Annexure-I for carrying out the interpretation of 3D seismic data to be provided by the company.

2.5 Company's geoscientists will be associated with the work throughout during interpretation.

2.6 The bidder shall carry out interpretation of the Block: AA-ONN-2004/1 using 144 Sq. Kms of 3D Seismic data, Gravity & Magnetic (GM), Well data etc.

2.7 The successful bidder shall carry out interpretation of the Block: AA-ONN-2004/2 using 206 Sq. Kms of 3D Seismic data, Gravity & Magnetic (GM), near by Well data etc.

2.8 The bidder shall carry out interpretation of the Block: AA-ONN-2003/3 using 275 Sq.Kms of 3D Seismic data integrating Gravity & Magnetic (GM), near by Well data etc.

2.9 The seismic data interpretation has to be carried out by the bidder at their own interpretation centre.

3.0 BRIEF GEOLOGY & LOCATION OF THE STUDY AREAS:

Geology & Tectonic Frame Work of Assam-Arakan Basin:

3.1 The Assam-Arakan sedimentary basin is a shelf-slope-basinal system. The shelf part of the basin spreads over the Brahmaputra valley and Dhansiri valley, the latter lying between the Mikir hills and the Naga foothills. From Dhansiri valley, the shelf runs westward to the southern slope of the Shillong plateau. The hinge zone of shelf to basinal slope lies below the Naga thrust belt. The basinal part (geosynclinal) is occupied by the Naga Schuppen belt and the Cachar, Tripura, Mizoram and Manipur fold belts.

3.2 The shelf part rests on Precambrian granitic basement, whereas the basinal part lies on transitional to oceanic crust. The area within the Upper Assam shelf (including Dhansiri Valley) measures approximately 56,000 sq km and contains about 7000 m thick sediments of mostly tertiary period. The basinal part measures about 60,000 sq km and contains more than 10,000 m thick sediments of mostly tertiary period.

3.3 The major structural elements of Assam-Arakan Basin are as under:

- Southerly to southeasterly moving thrust sheets of younger (Miocene to Plio-Pleistocene) sedimentary rocks in the eastern Himalayan foothills.
- The Himalayan fore deep zone north of the Brahmaputra river.
- The Brahmaputra arch running along the course of the river Brahmaputra in Upper Assam.
- The southeastern slope of the Upper Assam shelf, southeast of the Brahmaputra arch, having local structural highs and lows, up to Naga thrust and extending about 8 to 10 km beneath the Naga schuppen belt. This element contains most of the oil fields of the Upper Assam shelf.
- The Shillong Plateau and Mikir hills uplift, composed mostly of Precambrian granitic and metamorphic rocks.
- The southern slope of the Shillong Plateau exposes Gondwana, Cretaceous and Tertiary rocks.
- The Naga Schuppen zone occurring between the Naga and Disang thrusts.

- The hinge zone of shelf-slope-basinal part is envisaged to lie below the Naga schuppen belt. The Kharsang, Digboi and Champang oil fields are located in this element.
- The Assam-Arakan fold belt extends southward to the Cachar-Mizo fold zone. West of this zone, lies the frontal belt of Tripura with mostly closed folds which gradually become tighter towards the east in Mizoram.

Stratigraphy:

3.4 The sedimentary sequences can be divided into shelf facies and basinal (geosynclinal) facies. The shelf facies occur in below the alluvial cover in Upper Assam, Bengal and Bangladesh, Garo hills, Khasi-Jaintia hills, part of North Cachar hills, Manipur, Surma valley, Tripura, Chittagong hills of Bangladesh and Chin hills of Myanmar (Burma).

Geological History:

3.5 The Assam-Arakan Basin was developed as a composite shelf-slope-basinal system during Early Cretaceous to close to Oligocene. However, during post-Oligocene time, the different parts of the mega basin witnessed different evolutionary trends, mostly under compressive tectonic forces.

3.6 During Middle to Late Cretaceous, when the India plate was moving northward, a number of horst and graben features developed on the granitic crust in the southern slope of Shillong Plateau and Dhansiri Valley. In these grabens, a sequence of sandstones, shales and subordinate limestone towards top, assign to the Khasi Group, was deposited in the southern slope of the Shillong Plateau and a sequence of sandstone and shale, assigned to the Dergaon Group, was deposited in the Dhansiri Valley. These sediments were deposited in shallow shelf to open marine conditions during Maastrichtian to Early Paleocene time.

3.7 During Paleocene, there was a marine transgression on the southern edge of the Shilling Plateau, depositing sediments of the Therria Formation consisting of limestone, sandstone and shale. The Lakadong Formation (Early Eocene) comprising limestone and coal bearing sandstones was deposited in shallow marine to lagoonal conditions, while the overlying Tura Sandstone Formation (Early Eocene) was deposited under fluvio-deltaic environment. The Tura Formation is extensively developed in the Upper Assam shelf and is oil bearing in Borhola, Champang and Naharkatiya oil fields.

3.8 There was a wide spread marine transgression in which Sylhet Limestone (Middle Eocene) was deposited almost all over the Upper Assam shelf towards the close of clastics in the shelf. These clastics make the lower part of the upper part of the Kopili Formation consisting of

shales, siltstones and subordinate sandstones in shallow marine to pro-delta environments.

3.9 During Late Oligocene to Early Miocene, there was upliftment and erosion all over the shelf and total withdrawal of the sea resulting in onset of continental sedimentation (Tipam Sandstone Formation) on the Assam shelf as well as on earlier basinal area.

3.10 A series of NS to NE-SW trending compressive structures were developed in the basinal area towards the end of the Tipam sandstone deposition. The Girujan Clay was deposited in the structural lows. In the shelf area, the most prominent structural depression was formed in Kumchai-Manabhum area in front of Mishmi uplift, where the Girujan Clay Formation attains a thickness of about 3500 m.

3.11 During Mio-Pliocene time, sedimentation in the Surma basin and Kohima synclinerium took place in intermontane basins, depositing arenaceous Lower Dupitila sediments over a post Girujan unconformity. The Dhekiajuli Formation, consisting of mostly soft sandstones was deposited in the mountain fronts in the Upper Assam shelf and areas now overridden by younger Naga thrusts.

3.12 The data sets which need to be interpreted belong to the following areas:

A. Block: AA-ONN-2004/1 (Amguri Area):

3.13 The block AA-ONN-2004/1 is surrounded by Amguri oil field to the south, Charali oilfield to the south-east and Rudrasagar oilfield in the northeast. The National Highway No.37 runs through the block. The NE Broad gauge Railway line also runs through the block. The nearest railway station is at Amguri. The block measures 144 km² in area and is bounded by the co-ordinates as shown in Table - 2 below:

TABLE-2: DEFINITION OF THE BLOCK: AA-ONN-2004/1

| Points | Latitudes (N) | | | Longitudes (E) | | |
|--------|---------------|------|-------|----------------|------|-------|
| | Deg. | Min. | Sec. | Deg. | Min. | Sec. |
| A | 26 | 56 | 16.29 | 94 | 26 | 49.25 |
| B | 26 | 59 | 56.46 | 94 | 30 | 18.10 |
| C | 27 | 00 | 00 | 94 | 34 | 11.16 |
| D | 26 | 59 | 13.36 | 94 | 34 | 59.74 |
| E | 26 | 58 | 25 | 94 | 31 | 10.10 |
| F | 26 | 56 | 10 | 94 | 31 | 12.5 |

| Points | Latitudes (N) | | | Longitudes (E) | | |
|--|---------------|------|-------|----------------|------|-------|
| | Deg. | Min. | Sec. | Deg. | Min. | Sec. |
| G | 26 | 56 | 19.17 | 94 | 37 | 25.48 |
| H | 26 | 54 | 18.48 | 94 | 36 | 22.45 |
| I | 26 | 54 | 53.18 | 94 | 35 | 18.18 |
| J | 26 | 52 | 30.00 | 94 | 33 | 42.72 |
| K | 26 | 51 | 45.94 | 94 | 35 | 2.78 |
| L | 26 | 50 | 51.65 | 94 | 34 | 34.43 |
| M | 26 | 49 | 46.23 | 94 | 33 | 51.66 |
| N | 26 | 49 | 24.15 | 94 | 33 | 42.75 |
| O | 26 | 49 | 13.63 | 94 | 32 | 52.72 |
| P | 26 | 50 | 51.81 | 94 | 31 | 30.9 |
| Q | 26 | 51 | 20.45 | 94 | 32 | 57.27 |
| R | 26 | 52 | 05.45 | 94 | 30 | 59.09 |
| S | 26 | 50 | 10.90 | 94 | 29 | 37.27 |
| T | 26 | 50 | 1.77 | 94 | 29 | 23.61 |
| A | 26 | 56 | 16.29 | 94 | 26 | 49.25 |
| Point T to A follows the District boundary | | | | | | |

3.14 The map showing the above block area is enclosed as Figure-1.

B. Block: AA-ONN-2004/2 (Dibrugarh Area):

3.15 The block AA-ONN-2004/2 is situated in the WSW direction of Dibrugarh Town in two parts (Part-A and Part-B). Part A of the block is extending to the Brahmaputra river towards the northwest. This block is also surrounded by PEL and M/L areas of Oil India Limited. The block (Part-A & B) measures 218 sq km in area and is bounded by the co-ordinates as shown in Table-2 below:

TABLE-3: DEFINITION OF THE BLOCK: AA-ONN-2004/2
PART-A

| Points | Latitudes (N) | | | Longitudes (E) | | |
|--------|---------------|------|-------|----------------|------|-------|
| | Deg. | Min. | Sec. | Deg. | Min. | Sec. |
| A | 27 | 18 | 3.93 | 94 | 36 | 44.53 |
| B | 27 | 16 | 20.22 | 94 | 41 | 21 |

| | | | | | | |
|--|----|----|-------|----|----|-------|
| C | 27 | 18 | 25.5 | 94 | 49 | 6 |
| D | 27 | 18 | 30 | 94 | 49 | 12 |
| E | 27 | 18 | 30 | 94 | 55 | 27 |
| F | 27 | 19 | 55.5 | 94 | 55 | 13.5 |
| G | 27 | 19 | 34.5 | 94 | 50 | 57 |
| H | 27 | 18 | 45 | 94 | 48 | 15 |
| I | 27 | 19 | 39 | 94 | 46 | 30 |
| J | 27 | 22 | 6 | 94 | 45 | 15 |
| K | 27 | 23 | 35.99 | 94 | 41 | 29.29 |
| A | 27 | 18 | 3.93 | 94 | 36 | 44.53 |
| Pt. K to A follows the District boundary | | | | | | |

TABLE-3: DEFINITION OF THE BLOCK: AA-ONN-2004/2
PART-B

| Points | Latitudes (N) | | | Longitudes (E) | | |
|--------|---------------|------|------|----------------|------|------|
| | Deg. | Min. | Sec. | Deg. | Min. | Sec. |
| A | 27 | 23 | 21 | 94 | 49 | 00 |
| B | 27 | 26 | 00 | 94 | 49 | 7.5 |
| C | 27 | 28 | 15 | 94 | 51 | 32 |
| D | 27 | 26 | 31.5 | 94 | 52 | 3.0 |
| E | 27 | 26 | 34.5 | 94 | 53 | 27 |
| F | 27 | 22 | 18 | 94 | 53 | 6.0 |
| A | 27 | 23 | 21 | 94 | 49 | 00 |

3.16 The map showing the above block is enclosed as Figure-2.

C. Block: AA-ONN-2003/3 (Sadiya Area):

Geological Setup of Sadiya Area:

3.17 Sadiya area is situated in the north-eastern most flank of the Upper Assam Shelf close to the syntaxial bend of Eastern Himalayas. The under-thrusting of the sedimentary column towards the east since Miocene (Time of Himalayan Orogeny) has resulted in a relatively deeper Paleogene sequence in the area. The interpretation of seismic data and correlation with the data of Murkongselek area as well as the GM survey & Aeromagnetic data indicate that the axis of the Central Basement High (CBH) passes through Kabo Chapori, in the westernmost part of the Sadiya PEL. The regional structural configuration within Paleogene indicates an oval shaped depression, however, with an easterly dipping general trend towards Sadiya Low. The expected Basement depth within the PEL block is likely to be quite (more than 6000 m) expect for the western part of the PEL.

3.18 The regional correlation with north bank of the Brahmaputra and the drilling evidence of well Mechaki-1, which is located about 10 km to the South-Southwest of the block, suggest a relatively thinner column of Paleogene sediments whereas the Neogene to recent sediments are expected to be much thicker and deposited under relatively high energy conditions than the areas in the South Bank of the Brahmaputra. Thus, the source rock thickness within the Barail may be thin, although, coal carbonaceous shales of the Paleocene-Eocene are expected to charge the area from the area from the east (Sadiya Low) and southeast (Namsai Low). The area is also located to the southeast of the Pasighat Low as evidenced by GM data.

Location of the Area:

3.19 The area proposed to be surveyed lies approximately in North-Eastern part of India. It is located in the north of the Lohit River, a tributary of Brahmaputra River and in the north-eastern vicinity of the Sadiya town. The block measures 275 km² in area and is bounded by the co-ordinates as shown in Table-1 below:

TABLE -1: DEFINITION OF THE BLOCK: AA-ONN-2003/3

| Points | Latitudes(N) | | | Longitudes(E) | | |
|--------|--------------|------|-------|---------------|------|-------|
| | Deg. | Min. | Sec. | Deg. | Min. | Sec. |
| A | 27 | 57 | 26.27 | 95 | 39 | 33.91 |
| B | 27 | 54 | 18.00 | 95 | 37 | 48.00 |
| C | 27 | 54 | 18.00 | 95 | 47 | 12.00 |
| D | 27 | 51 | 06.00 | 95 | 47 | 12.00 |
| E | 27 | 51 | 06.00 | 95 | 53 | 36.85 |

Point A to E follows inter-state boundary between the states of Arunachal Pradesh & Assam.

3.20 A map showing the study area is enclosed as Figure-3.

4.0 DATA AVAILABILITY:

4.1 The 3D data to be interpreted for the above referred blocks are of the recent 2007-08 vintage. The block-wise volume of work for interpretation are given below in Table-4 :

TABLE-4 : VOLUME OF WORK FOR INTERPRETATION

| SL. NO. | BLOCK | BLOCK WISE VOLUME OF 3D DATA AVAILABLE FOR INTERPRETATION | BLOCK WISE NO. OF WELLS AVAILABLE FOR INTERPRETATION |
|---------|--|---|--|
| 1. | AA-ONN-2004/1 Area: Amguri, Assam | 144 Sq. Kms of 3D Seismic Data | 8 |
| 2. | AA-ONN-2004/2 Area: Dibrugarh, Assam | 206 Sq. Kms of 3D Seismic Data | 4 |
| 3. | AA-ONN-2003/3 Area : Sadiya, Assam | 275 Sq.Kms of 3D Seismic Data | 2 |

4.2 In addition to the above mentioned new 3D data, recently reprocessed existing 2D seismic data for Amguri & Dibrugarh blocks, old 2D seismic data and around 82.5 Sq.Kms of old 3D seismic data for Amguri Block and few lines of old 2D seismic data for Sadiya Block are available. Bidder may refer this data if required during interpretation of the above blocks.

5.0 DATA ACQUISITION & PROCESSING PARAMETERS:

- a. The 3D acquisition parameters of the Block: AA-ONN-2003/3 (Sadiya Area), Block: AA-ONN-2004/1(Amguri Area) & Block: AA-ONN-2004/2(Dibrugarh Area) are given Appendix-A.
- b. The 3D processing parameters of the Block: AA-ONN-2003/3 (Sadiya Area), Block: AA-ONN-2004/1(Amguri Area) & Block: AA-ONN-2004/2(Dibrugarh Area) are given Appendix-B.

5.0 OBJECTIVE OF THE STUDY:

5.1 The objective of data interpretation is to delineate, map, analyze structural & stratigraphic prospects, prioritize & rank the prospects and provide the locations for exploratory drilling with least geological risk based primarily on 3D seismic data.

5.2 Review/Re-validate/Fine Tune the proposed/released drilling locations based on the recent interpretation carried out using the re-processed 2D seismic data and the existing 3D seismic data of Amguri Block and re-processed 2D seismic data of Dibrugarh Block.

5.3 The work shall be carried out at bidder's work place using workstations, preferably on Geo-frame platform by bidder's team.

6.0 SEISMIC DATA INTERPRETATION:

6.1 A team of bidder's experts will visit the office of General Manager (NEF), Oil India Limited, Duliajan, Assam, India to screen all the relevant data pertaining to the areas under study. The representatives will review all relevant 3D seismic data, well data, geo-scientific information etc. in and around the study areas. The data required for the interpretation will be provided to the representatives of the bidder. These data will include (but not limited to):

- Geological data
- Aerial Photographs if available
- Aero-Magnetic and Gravity & Magnetic(GM) data and the relevant Reports
- Existing 2D & 3D seismic data
- Existing Interpretation Reports
- Navigation/Survey data
- Available Geoscientific Reports
- Well Logs
- Petrophysical data
- Pressure / Production data
- Well data & Well Completion Reports
- Geodetic data pertaining to the study areas

Note: Navigation/Survey data (Northing & Easting values) may not be available for the old vintage seismic lines on soft copies. Shot point location maps (Base Maps) showing the seismic lines will be provided. The bidder shall arrange to digitize these maps and generate Navigation/Survey data for loading these lines onto the work station. Bidder shall also arrange for digitizing old surface geological maps, logs and any other maps whose soft copies are not available.

6.2 The bidder's experts will review the available data in association with OIL's geophysicists and geologists. The bidder should mobilize/send their

personnel to reach Duliajan, Assam, India within a week from the date of issuance of LOA and the company shall hand over all the relevant data within one week on arrival of bidder's personnel at Duliajan, Assam, India.

6.3 The bidder shall carry out detailed interpretation of the respective Blocks using 3D seismic data, well data, GM data and other relevant geo-scientific data available in and around the study areas as detailed below:

Block: AA-ONN-2004/1(Area: Amguri):

- Integration 3D seismic data with Eight (8) drilled wells in the area of study.
- Well to seismic correlation using synthetic seismograms.
- Mapping of at least Six (6) horizons viz. Close to Near Top Basement, Basal Sandstone, Sylhet Limestone, Kopili, Barail & Tipam both in time and depth incorporating the surface geology, drilled well information and other wire-line log data available in the areas of study and nearby areas.
- Preparation of Two-way Time Contour (TWT) and Average Velocity Maps on different interpreted horizons.
- Preparation of Time thickness, Isopach and Interval velocity maps within different horizons.
- Preparation of Depth Contour Maps on different interpreted horizons.
- Detailed Fault Pattern Mapping and Fault Analysis including Fault-seal Analysis for testing trap integrity of the identified prospects.
- Seismic Attribute Analysis.
- Well Log Evaluation and Analysis.
- Integration of seismic interpretation with seismic attributes with particular reference to stratigraphic interpretation and AVO data (if available).
- Integrate the interpretation results of Gravity-Magnetic data available for the areas under study.
- Prospect Generation, Analysis and Ranking.
- Recommendations for further studies like AVO, inversion, etc.

Block: AA-ONN-2004/2(Area : Dibrugarh):

- Integration of 2D seismic data with information of four(4) drilled wells near to the areas of study.
- Well to seismic correlation using synthetic seismograms.
- Mapping of at least five(5) horizons viz. Close to Near Top Basement, LK+Th, Barail, Tipam & Girujan both in time and depth incorporating the surface geology, drilled well information

and other wire line log data available in the areas of study and nearby areas.

- Preparation of Two-way Time Contour (TWT) and Average Velocity Maps on different interpreted horizons.
- Preparation of Time thickness, Isopach and Interval velocity maps within different horizons.
- Preparation of Depth Contour Maps on different interpreted horizons.
- Detailed Fault Pattern Mapping and Fault Analysis including Fault-seal Analysis for testing trap integrity of the identified prospects.
- Seismic Attribute Analysis.
- Well Log Evaluation and Analysis.
- Integration of seismic interpretation with seismic attributes with particular reference to stratigraphic interpretation and AVO data (if available).
- Integrate the interpretation results of Gravity-Magnetic data available for the areas under study.
- Prospect generation, analysis and ranking.
- Recommendations for further studies like AVO, inversion, etc.

Block: AA-ONN-2003/3 (Area : Sadiya):

- Integration 3D seismic data with two (2) near by drilled wells close to the area of study.
- Well to seismic correlation using synthetic seismograms.
- Mapping of at least five(5) horizons viz. Close to Near Top Basement, LK+Th, Barail, Tipam & Girujan both in time and depth incorporating the surface geology, drilled well information and other wire line log data available in the areas of study and nearby areas.
- Preparation of Two-way Time Contour (TWT) and Average Velocity Maps on different interpreted horizons.
- Preparation of Time thickness, Isopach and Interval velocity maps within different horizons.
- Preparation of Depth Contour Maps on different interpreted horizons.
- Detailed Fault Pattern Mapping and Fault Analysis including Fault-seal Analysis for testing trap integrity of the identified prospects.
- Seismic Attribute Analysis.
- Well Log Evaluation and Analysis.
- Integration of seismic interpretation with seismic attribute with particular reference to stratigraphic interpretation and AVO data (if available).
- Integrate the interpretation results of Gravity-Magnetic data available for the areas under study.

- Prospect Generation, Analysis and Ranking.
- Recommendations for further studies like AVO, inversion, etc.

6.4 Structural Geology/Reconstruction: A detailed Paleo-structural reconstruction and backward Modelling to be carried out to understand the Paleo-structural evolution in all the three areas, both in time and space and its bearing in hydrocarbon generation, migration and accumulation. Preparation of balanced cross section and restoration of geological section to validate the interpretation the interpretation needs to be carried out.

The bidder will provide three (3) Seismo-geological sections (one along the structural axis and two across) for each area depicting the possible reservoir. Seismo-geological section will be required to be tied with key wells in the study areas.

6.5 Pressure Regime: The bidder will study the sub surface formation pressure information and its relation with hydrocarbon generation/migration and trapping mechanism. This study will be required to be carried out at the bidder's interpretation centre.

6.6 Recommendations for Exploration:

- (a) Based on the above-mentioned studies and the available data, the bidder will generate structural and exploration model of the area under study, identify the hydrocarbon prospects, its prospectively from generation, migration and entrapment point of view. Based on the overall assessment, the bidder will recommend drilling locations in each area of study. Bidder will also rank the identified prospects for exploratory drilling based on their overall merits, recommend future development programme & exploration strategy.
- (b) Volumetric Reserve Calculations with the help of the parameters from neighboring wells in three different scenarios.
- (c) Risk Weighted Economic Analysis: For each identified prospect, risk-weighted economic analysis needs to be carried out by the bidder using the cost parameters to be provided by the Company using both NPV & IRR methods.

7.0 START OF WORK:

7.1 Contractor shall mobilize/commence the work within fifteen (15) days from the date of issue of Letter of Award (LOA).

7.2 The interpretation job should start as indicated vide Clause No. 8.7 of Section-II.

7.3 The entire project is required to be executed on a Turnkey basis by the contractor within the stipulated time frame as specified in clause 8.0 below.

8.0 PERIOD OF COMPLETION OF WORK AND SCHEDULE:

8.1 The completion period for interpretation of 144 Sq.Kms 3D Seismic data pertaining to the Block: AA-ONN-2004/1 (Area: Amguri) is 1.5 months after collection of data from Duliajan. The completion period for interpretation of 206 Sq, Kms of 3D Seismic data pertaining to the Block: AA-ONN-2004/2 (Area: Dibrugarh) is 2.0 months after collection of data from Duliajan. The completion period for interpretation of 275 Sq. Kms of 3D Seismic data pertaining to the Block: AA-ONN-2003/3 (Area: Sadiya) is 2.5 months after collection of data from Duliajan.

8.2 The contractor shall submit the area wise interim report followed by a presentation at Duliajan/New Delhi after completion of the interpretation jobs as per the time-frame specified above.

8.3 The contractor shall make a presentation for Amguri Block: AA-ONN-2004/1 after completion of the interpretation within 1.5 months.

8.4 The contractor shall make a presentation for Dibrugarh Block: AA-ONN-2004/2 after completion of the interpretation within 2.0 months.

8.5 The contractor shall make a presentation for Sadiya Block: AA-ONN-2003/3 after completion of the interpretation within 2.5 months.

8.6 The contractor shall submit the final area wise interpretation reports incorporating the Company's views/comments and the deliverables within fifteen (15) days after presentations at Duliajan/New Delhi.

8.7 The contractor shall start the interpretation job as soon as the data are handed over in order to adhere to the above mentioned time frame and schedule.

8.8 The entire interpretation jobs including final presentations, report submission etc need to be completed in 1.5 months for the Block: AA-ONN-2004/1 after collection of data from Duliajan.

8.9 The entire interpretation jobs including final presentations, report submission etc need to be completed in 2.0 months for the Block: AA-ONN-2004/2 and 2.5 months for the Block: AA-ONN-2003/3 after collection of data from Duliajan.

9.0 PERSONNEL & EQUIPMENT:

9.1 The bidder shall deploy all personnel, equipment and facilities necessary for the successful completion of the work as per the scope of

work. The personnel should be made available at their interpretation center as listed vide ANNEXURE-I.

9.2 The interpretation work should be done by a group of experienced geoscientists. The team leader must have minimum 10 yrs experience in seismic data interpretation.

9.3 Bidder must submit detail bio-data of all of its personnel to be deployed for the entire period of the project along with the bid. Should the Company finds any of these personnel not up to satisfaction, it can ask for replacement of such personnel. Should there be any change of the personnel certified by the Company for what so ever reason may be, the Company's prior approval will be required for such change

9.4 The bidder should provide list of Hardware/Software/Equipment that will be used in the Interpretation jobs.

10.0 DATA / CARTRIDGE LIABILITY: Bidder 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 / floppies etc. pertaining to the contract while in their custody or control. In the event of such loss, the Contractor shall be responsible to redress the loss entirely at their own cost. However the decision on the modalities to redress such losses shall be entirely at the discretion of Company. The Contractor shall use original, high quality, high durability, error free exabyte 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.

11.0 DELIVERABLES:

A. Data Interpretation:

11.1 The bidder shall submit four (4) hard copies of detailed final report on interpretation for each area. The report will cover each and every aspect as per scope and objective of the work. Apart from the report, the following should also be submitted in hard copies:

- (i) a) Regional maps in 1:25000 scales with contour interval of 10 m/10 ms.
- b) Individual prospect maps should be provided on 1:10000 scales with 10-m/10 ms interval.
- c) All geological sections/correlations / Seismo-geological sections should be provided at 1:3960 vertical scales.
- d) Interpreted seismic sections.
- e) Fault pattern maps.
- f) Gravity & Magnetic Maps.
- g) Velocity Maps.
- h) Isopach Maps.
- i) Attribute Maps.
- j) Any other maps relevant to interpretation on suitable scale.

(ii) Soft Copies of interpretation with appropriate information in Exabyte Cartridges:

a) One set of full interpreted volume in ASCII format (2 copies).

b) One set of full Interpreted data volume in Geoframe-Charisma (Version 4.1.1 Linux) compatible format (2 copies).

12.0 QUALITY OF WORK:

12.1 Bidder shall carry out the services (3D seismic data interpretation) in a fully professional manner and warrant that the information produced shall be of a quality acceptable to the Company as per international standards.

12.2 Company reserves the right to examine the bidder's computer centre for the interpretation jobs before commencement of work. The work will start only when the Company representatives are fully satisfied with the preparedness of the bidder for taking up the entire job of interpretation.

&&&&&&&&&&

LIST OF KEY PERSONNEL TO BE DEPLOYED BY CONTRACTORSPECIALIST STAFF

A. DATA INTERPRETATION

| POSITION | MINIMUM WORK EXPERIENCE | MINIMUM NUMBER OF PERSONNEL |
|------------------------------------|-------------------------|-----------------------------|
| 1. Team Leader | 10 yrs | One |
| 2. Senior Interpretation Geologist | 5 yrs | One |
| 3. Interpretation Geophysicist | 5 yrs | One |

The team leader shall be responsible for data interpretation and coordinate interpretation related activities. He/She must have experience of interpreting seismic data of at least two (2) projects.

Notes:

1. The above list indicates the minimum requirement of key personnel and their experience. The Contractor shall deploy the required number of Interpretation Geologists/Geophysicists to accomplish the job as per the defined parameter and time frame.
2. The detailed bio-data of the key personnel must be submitted with the technical bids.
3. All the key personnel must be fluent in English.

BROAD PROCESSING SEQUENCE USED FOR PROCESSING 3D DATA

- Ø Seismic data Load
- Ø Resample at 4 ms with anti-alias filtering
- Ø Field Survey Navigation Load
- Ø Navigation QC
- Ø Geometry Preparation and Seismic / Navigation data Merge
- Ø CMP binning
- Ø Noise filtering on shot records
- Ø Low cut filtering : 5Hz , 18dB/Oct
- Ø Trace editing
 - Filtering for data balancing of the acquisition instrument spectrum
 - Discard noise traces
 - Reverse polarity correction if any
 - Despiking
- Ø Statics correction
- Ø Calculation and Application of Refraction statics in combination with shot-hole and LVL/Up-hole data
- Ø Q-compensation.
- Ø True Amplitude Recovery
- Ø Deconvolution (Preferably surface consistent or in Tau -P domain)
- Ø Surface Consistent amplitude scaling
- Ø Primary Velocity Analysis at 2 X 2 km
- Ø Residual statics and NMO correction
- Ø Second pass Velocity Analysis at 1 X 1 km
- Ø Residual statics and NMO correction
- Ø FK filter
- Ø Tau-p filter
- Ø Migration velocity analysis at 500 X 500 m interval (minimum 3 passes)
- Ø Pre-STM
- Ø Stacking
- Ø Spectral Balancing
- Ø Deconvolution (if required)
- Ø Time Variant Filtering
- Ø Post Stack Depth Migration.
- Ø Filtering if required

PART-3

SECTION -III

SPECIAL TERMS AND CONDITIONS OF CONTRACT

1.0 ASSOCIATION OF COMPANY'S PERSONNEL:

1.1 Company's geoscientists will be associated with the work throughout during data interpretation. The Contractor shall execute the work of seismic interpretation with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed geophysical Contractors to major international oil companies in the petroleum industry.

2.0 PROVISION OF PERSONNEL AND FACILITIES:

2.1 The Contractor shall provide the Key personnel, as given in Annexure-I for Interpretation.

2.2 All the personnel mentioned in Annexure-I must have requisite experience in respective fields and should be fluent in English language. On Company's request, Contractor shall remove and replace at their own expenses, any of their personnel whose presence is considered undesirable in the opinion of the Company.

3.0 CONFIDENTIALITY OF INFORMATION: All information obtained by Contractor in the conduct of work and the information/maps provided by the Company to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to any one other than the Company's personnel. This obligation of Contractor shall be in force even after the termination of the contract.

4.0 OBLIGATIONS OF THE BIDDER:

4.1 The interpretation work will be carried out under supervision of Company representatives at bidders interpretation centre at company's own cost.

4.2 All deliverables mentioned in Clause 11.0 of Section-II will be provided to Company at no extra cost.

4.3 The bidder should use latest versions of software packages for Interpretation during the period of the contract.

4.4 Working space, accommodation and local transport at Duliajan for the bidder's representative(s) during data collection/final report presentation will be provided by the Company.

4.5 Any other work required for efficient and successful execution of work shall be carried out by the bidder except those enumerated under the obligations of the Company defined below.

4.6 The bidder's expatriate and technical personnel must have thorough knowledge of English.

4.7 The bidder's personnel must have specified experience to provide above services in professional manner failing which Company reserves the right to ask for removal of bidder's any personnel with 24 hours notice.

4.8 Company will depute two (2) geoscientists during the data interpretation jobs on rotation basis. Bidder must provide adequate office space for the Company representatives involved during processing and interpretation. They also must provide fax, telephone and internet facilities to Company representatives at their office.

4.9 Bidder shall arrange for collection and air-shipment/ dispatch of data to the bidder's interpretation center. However, Company will provide necessary support to obtain necessary clearances from authorities from Government of India, if required.

4.10 Bidder will be required to make presentation after completion of interpretation jobs for the Blocks at Duliajan/New Delhi as specified in Clause No. 8.2 above of Section-II.

4.11 Bidder shall follow all health, safety and environment norms as prevalent in the geophysical industry globally.

5.0 OBLIGATIONS OF THE COMPANY: Administrative help will be provided by the Company for clearances and permits required from Govt. of India if any for the execution of the work, provided the bidder shall make available the required details for the permits well in time.

&&&&&&&&&&

Tender No. OIL/NEF/GLOBAL/002/2007

LIST OF ITEMS (Equipment, Tools, Accessories, Spares & consumable)
TO BE IMPORTED IN CONNECTION WITH EXECUTION OF THE
CONTRACT SHOWING CIF VALUE.

NOT RELEVANT TO THIS TENDER

PROFORMA-B

SCHEDULE OF RATES/PRICE BID FORMAT

Tender No.: OIL/NEF/GLOBAL/002/2007

SUMMARY OF RATES TO BE QUOTED BY THE BIDDER
FOR 3D SEISMIC DATA INTERPRETATION

| ITEM | UNIT | QTY | Unit Price | Total Price |
|---|----------|-----|------------|--------------|
| DATA INTERPRETATION | | | | |
| a. Charges for Interpretation of 625 Sq. Km. of 3D Seismic Data. | Sq. Km | 625 | a 1 | A1= a1 x 625 |
| b. Structural Restoration and Cross-Section Balancing for three (3) different areas. | Profile | 6 | a 2 | A2 = a 2 x 6 |
| c. Pressure Regime Analysis | Location | 6 | a 3 | A3 = a3 x 6 |
| d. Submission of Area Wise Reports with Recommendation for Exploration and Risk Weighted Economic Analysis for three (3) different areas. | No | 3 | a 4 | A4 = a4 x 3 |
| Total Charges for Data Interpretation | | A= | | A1+A2+A3+A4 |
| Total Contract Price inclusive of all applicable taxes and duties but excluding custom duties and service tax, which shall be on Company's account. | | | | |
| Percentage of Indian Agent's Commission if any, included in above rates (Please also indicate name & address of your Indian agent, if any. | | | | |

Notes:

1. The rates and charges quoted above shall include all taxes, duties but exclude Customs Duty and Service Tax as the same will be to the Company's account, if payable.
2. The quantities shown above are for bid evaluation purpose only and payment shall be made for the actual quantity of the work done.
3. Company will provide facilities of lodging, boarding and local transport to the bidder's personnel during the period of data collection / final presentation etc. and charges for the same shall be borne by the Company.

Authorized Person's Signature: _____

Name: _____

Seal of the Bidder:

BID FORM

To
M/s. Oil India Limited,
P.O. Duliajan, Assam, India

Sub: Tender No. : OIL/NEF/GLOBAL/002/2007

Gentlemen,

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

We undertake, if our Bid is accepted, to commence the work within (_____) days calculated from the date of issue of LOA.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding _____ for the due performance of the Contract.

We agree to abide by this 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 expiration 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 the lowest or any Bid you may receive.

Dated this _____ day of _____ 2007.

Authorized Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

STATEMENT OF NON-COMPLIANCE

(Only exceptions/deviations to be rendered)

1.0 The Bidder shall furnish detailed statement of exceptions/deviations, if any, to the tender stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

| Section No. | Clause No. (Page No.) | Non-Compliance | Remarks |
|-------------|-----------------------|----------------|---------|
| | | | |

2.0 In addition to the above the Bidder shall furnish detailed information pertaining to construction, operational requirements, velocity-pattern, added technical features, if any and limitations etc. of the Inspection Tool proposed to be deployed.

Authorized Person's Signature: _____

Name: _____

Designation: _____

Seal 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, they should indicate the same as per above format and submit it along with their bids. If the "Statement of Non-Compliance" in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

FORM OF PERFORMANCE BANK GUARANTEE

To:
M/s. OIL INDIA LIMITED,
[General Manager (NEF)]
Duliajan, Assam, India, Pin - 786 602.

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ 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 as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount 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 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 modification of the terms of the Contract or the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the date _____ (calculated at 15 months after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date

Place _____

AGREEMENT FORM

This Agreement is made on ___ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services _____ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may require;

WHEREAS, Contractor engaged himself in the business of offering such services represents that he has adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's Tender No. OIL/NEF/GLOBAL/002/2007. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and his subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be

read and construed as part of this agreement viz.:

- (a) Section-I indicating the General Conditions of this Contract;
- (b) Section-II indicating the Terms of Reference;
- (c) Section-III indicating the Special Terms & Condition;
- (d) Section-IV indicating the Schedule of Rates/Payment.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Duliajan, Assam as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

for and on behalf of Contractor
(M/s. _____)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

FORM OF BID SECURITY (BANK GUARANTEE)

To:
M/s. OIL INDIA LIMITED,
For General Manager (NEF)
Duliajan, Assam, India, Pin - 786 602.

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted his offer dated _____ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No.: OIL/NEF/GLOBAL/002/2007. KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this _____ day of _____ 2007.

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws his Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of 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; or
 - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

We undertake to pay to Company up to the above amount upon receipt of company's first written demand (by way of letter/fax/cable), 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 (**) and any demand in respect thereof should reach the Bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

- * The Bidder should insert the amount of the guarantee in words and figures.
- ** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid.

PROFORMA LETTER OF AUTHORITY

TO
General Manager (NEF)
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Sir,

Sub: OIL's Tender No. OIL/NEF/GLOBAL/002/2007

We _____ confirm that Mr. _____ (Name and address) are authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. _____ for hiring of services for _____.

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours Faithfully,

Authorized Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.
