

TENDER DOCUMENT

TENDER NO. : OIL/NEF/GLOBAL/013/2008

FOR

**HIRING OF SERVICES FOR ACQUISITION OF
150 GROUND LINE KILOMETERS (GLKM) OF 2D
SEISMIC DATA FROM THE HILLY/THRUST BELT
/PLAIN AREA OF KARBIANGLONG & NORTH
CACHAR HILL DISTRICT FALLING IN ASSAM
FOR BLOCK (AA-ONN-2002/3) UNDER NELP-IV**



OIL INDIA LIMITED

(A Govt. of India Enterprise)

NEF PROJECT

Duliajan – 786 602, Assam, India

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FORWARDING LETTER

Date:17.09.2008

M/s. _____
AS PER LIST ENCLOSED

TENDER NO. OIL/NEF/GLOBAL/013/2008

Sub: Hiring of Services for acquisition of 150 Ground Line Kilometers (GLKM) of 2D Seismic data from the Hilly/Thrust Belt / Plain area of Karbi-Anglong & North Cachar Hill District falling in Assam pertaining to NELP-IV Block :(AA-ONN-2002/3).

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a 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. It is a "Schedule A" company under the Ministry of Petroleum and Natural Gas, Government of India. Duliajan is well connected by Air with nearest Airport at Dibrugarh, 45 km away.

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced contractors for hiring of services for Acquisition for 150 Ground Line Kilometers (GLKM) of 2D Seismic data from the Hilly/Thrust Belt/Plain area of Karbi-Anglong & North Cachar Hill District falling in Assam pertaining to NELP- IV Block :(AA-ONN-2002/3).

3.0 Block (AA-ONN-2002/3) in Karbi-Anglong & North Cachar Hill District falling in Assam has been awarded to M/s Oil India Limited (OIL), M/s Oil & Natural Gas Corporation (ONGC) & M/s Suntera Resources Ltd. against NELP-IV

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round of exploration bidding. OIL is the operator for the Block.

4.0 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/013/2008 |
| (ii) | Type of Bid: | Single Stage Two (2) Bid System. |
| (iii) | Bid Closing Date & Time: | 10 th October, 2008
(13.00 Hrs. IST) |
| (iv) | Technical Bid Opening Date & Time: | 10 th October, 2008
(13.30 Hrs. IST) |
| (v) | Commercial Bid Opening Date & Time | : Will be intimated to the eligible bidder nearer the time. |
| (vi) | Bid to be address to: | General Manager (NEF)
NEF Project, Oil India Limited,
Duliajan-786602, Assam, India. |
| (vii) | Bid submission/opening place: | Office of the General Manager (NEF)
NEF Project, Oil India Limited
Duliajan, Assam- 786602, India |
| [viii] | Bid Security Amount : | US\$. 22,730.00 Or Rs. 10, 00,000.00 |
| (ix) | Amount of Performance Guarantee : | 10 % of the total estimated contract value |
| (x) | Mobilization Time/Commencement Time | : 90 days from the date of issue of LOA. |
| (xi) | Completion Period | : 6 (Six) operating months. |
| (xii) | Quantum of Liquidated Damage for Default in Timely Mobilization | 1/2% of total contract value for delay per week or part thereof subject to maximum of 7.1/2%. |
| (xiii) | Penalty for default in timely Completion: | 10% of the remaining quantity of data Acquisition beyond six operating months. |

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

Yours faithfully,
OIL INDIA LIMITED

Tender No. OIL/NEF/GLOBAL/013/2008

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

CC: File- Approval for Limited Tender to three parties as per list obtained vide proposal no. NEF/TCR/033/2008 dated 12.09.2008.

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. This bidding document includes the following:

- (a) A forwarding letter highlighting the following points:
 - (i) Company's Tender No.
 - (ii) Bid closing date and time.
 - (iii) Bid opening date and time.
 - (iv) Bid submission place.
 - (v) Bid opening place.
 - (vi) The amount of Bid Security.
 - (vii) The amount of performance guarantee.
 - (viii) Quantum of liquidated damages for default in timely mobilization.
 - (ix) Penalty for default in timely completion.
 - (b) Instruction to Bidders (Part-1)
 - (c) Bid Rejection Criteria (BRC)/Bid Evaluation Criteria (BEC)-(Part-2)
 - (d) General Conditions of Contract (Section- I of Part-3)
 - (e) Terms of Reference/Technical Specifications (Section- II of Part-3)
 - (f) Special Conditions of Contract (Section-III of Part-3)
 - (g) Schedule of Rates (Section- IV of Part-3)
 - (h) Estimated CIF value of items to be imported for execution of the contract (Proforma -A).
 - (i) Price Bid Format, (Proforma B)
 - (j) Bid Form (Proforma C).
 - (k) Statement of Compliance (Proforma D).
 - (l) Form of Performance Bank guarantee (Proforma E).
 - (m) Contract Form (Proforma F).
 - (n) Form of Bid Security (Bank Guarantee) (Proforma G).
 - (o) Proforma Letter of Authority (Proforma H)
- 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) Proforma-A showing the items to be imported without the CIF values.
- (vi) 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.
- (iii) Estimated CIF value as per Proforma-A.

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 BIDS:**

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

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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 should not be put in the envelope containing the Technical Bid.**

Proforma-A without the CIF values should be enclosed with the Technical bid and the same with the CIF values should be put in the Commercial 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 1300 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 its 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 way 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 un-successful 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 of receipt of the final contract document, the successful Bidder shall sign and date the contract and return it to the company.
- 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 fulfil 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.

End of Part - 1

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PART-2

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

I) BID REJECTION CRITERIA (BRC): The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids 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.

A. TECHNICAL:

1.0 EXPERIENCE:

1.1 The bidders must meet following conditions of experience:

- i. The bidder must have acquired a minimum of 1000 GLKM (Cumulative) of seismic data*.
- ii. Out of minimum 1000 GLKM as indicated above, the bidder must have acquired a minimum of 250 GLKM (Cumulative) of seismic data* using mechanized shot hole drilling rigs in the similar areas as described in **Section-II of Part-3** of bid document.
- iii. Out of minimum 250 GLKM (Cumulative) as indicated above, the bidder must have successfully executed at least a single project of 100 GLKM of seismic data* in last 4 (four) years using mechanized shot hole drilling rigs in similar areas as described in **Section-II of Part-3** of bid document.

* Seismic data includes 2D OR equivalent 3D OR equivalent mix of 2D and 3D seismic data. For technical evaluation, 1(one) SQKM (Square Kilometer) of 3D seismic data will be considered equivalent to 2 GLKM (Ground Line Kilometer) of 2D seismic data.

1.2 INDIAN BIDDERS

- (i) **In case the bidder is an Indian Company/Indian Joint Venture Company, either the Indian Company/Indian Joint Venture Company or its Technical Collaborator / Joint venture partner should meet the criteria under 1.1 above.**
- (ii) **Details of experience and past performance of the bidder and the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), on works/jobs done of similar nature in the past and details of current work in hand and other contractual commitments, including areas and clients are to be submitted along with the technical bid, in support of the experience laid down above.**
- (iii) **In case the Bidder is a consortium of companies, the following requirement should be satisfied by the bidder:**
 - a) **The leader of the consortium should satisfy the minimum experience requirement as per Para 1.1 above.**
 - b) **The leader of the consortium should confirm unconditional acceptance of full responsibility of executing the “Scope of Work” of**

this tender. This confirmation should be submitted along with the technical bid.

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

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

NOTE: “The Experience Criteria covered under Para 1.0 above shall not be applicable for a bidder who has successfully completed at least one project of 2D or 3D seismic survey in last 5 years for Oil India Limited”

2.0 EQUIPMENT & ACCESSORIES:

2.1 The bids shall be technically evaluated based on minimum requirement given in **Section-II of Part-3** (Terms of Reference and Technical Specifications). The equipment, accessories and transport to be deployed by the bidder must meet the details as elaborated in **Annexure-II**.

2.2 The bidder must provide the following in respect of the equipment, accessories and transport:

- i) List of core equipment, their type, make, year of manufacture and other relevant documents e.g. Technical brochures, literature etc. along with the technical bid.
- ii) Apart from the core equipment, the bidder must furnish the technical brochures/ literature/supporting documents of all other equipment proposed to be deployed stating the performances, deployment details and their technical specifications including but not limited to GPS, DGPS, total stations with in-built EDM & Data logger, Theodolite, geophones/marsh phones, marsh guns/hammer/flush gun/air gun or other specialized sources, cables, ground electronics, Radio/Line Blasters, Up-hole equipment, drilling equipment, QC workstations, field processing system, testing and repairing units, supporting software etc.

3.0 KEY PERSONNEL:

3.1 Bidder must submit detailed Bio-data of all of its key personnel to be deployed for the whole period of the project, along with the technical bid. The personnel must have experience as specified in **Annexure-I**.

3.2 All deployed personnel should be capable of speaking English language and key personnel should be proficient and fluent in reading and writing English language.

4.0 MOBILIZATION: The bidder must categorically confirm to mobilize and commence operation within **90 days** from the date of issue of **LOA**. **Mobilization shall be deemed to be completed when all equipment are fully tested, calibrated and put into operation and necessary experimental work conducted as specified in scope of work and first regular production shot is taken and accepted by the company.**

B. COMMERCIAL - BID SUBMISSION

1.0 Tender shall be processed according to a single stage two bid system i.e. Technical bid and Price bid separately. **Bids shall be rejected outright if the technical bids contain the prices.**

2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.

3.0 Bid security in **Original** shall be furnished as a part of the bid. The amount of bid security should be as specified in the bid document. **Any bid not accompanied by a proper bid security will be rejected.**

4.0 Bids received after bid closing date and time will be rejected.

- 5.0 Bids shall have to be submitted in the bid document issued from the Company. If it is submitted otherwise, the same will be rejected.
- 6.0 **The bid documents are not transferable. Bidder shall quote directly not through their agents in India. Offers made by Indian agents on behalf of their foreign principals will be rejected.**
- 7.0 Any bid received in the form of Telex/Cable/Fax/E-mail **will not be accepted.**
- 8.0 Bids shall be typed or written in indelible ink and Original bid shall be signed by the bidder or his authorized representative on all pages failing which the bid will be rejected.
- 9.0 Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by bidders, 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.
- 10.0 Any bid containing false statement will be rejected.
- 11.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price-Bid Format of bidding document; otherwise the bid will be summarily rejected.
- 12.0 Bidder must accept and comply with the following clauses as given in the Tender Document in Toto, failing which offer will be rejected –
- (i) Performance Guarantee Bond clause.
 - (ii) Force Majeure clause.
 - (iii) Tax liabilities clause.
 - (iv) Arbitration clause.
 - (v) Acceptance of Jurisdiction and Applicable Law.
 - (vi) Liquidated damage for default in timely mobilization.**
 - (vii) Clause No. 5.2 & 5.3 under Section II of Part-3 (Terms of Reference) and Note No. 2 (b) under Section IV of Part-3 (Schedule of Rates).**
 - (viii) Safety & Labour Law
 - (ix) Termination Clause

C. GENERAL:

- 1.0 **Proforma-D - The compliance statement should be duly filled up.** If bidder wishes any change in the terms and conditions not covered under bid evaluation criteria/bid rejection criteria, then the company has the discretion to load or reject the bid on account of such exception. The loading so done by the company will be final and binding on the bidder. No deviation will however, be accepted in the clauses covered under BEC/BRC.
- 2.0 If any of the clauses in the BEC/BRC contradict with other clauses of NIT elsewhere, then the clauses in the BEC/BRC shall prevail.
- 3.0 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the Contractor for clarification in respect of clauses covered under BEC/BRC and such clarification fulfilling the BEC/BRC clauses in toto must be

received on or before the deadline given by the Company, failing which the offer will summarily be rejected.

- 4.0 Any exception/deviation to tender must be spelt out by bidder in their 'Technical Bid' only. Any additional information/terms/conditions furnished in sealed 'Commercial (Priced) Bid' will not be considered by OIL for evaluation/ award of Contract.

II) BID EVALUATION CRITERIA:

The bids conforming to the technical specifications, terms and conditions stipulated in the tender and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below.

- 1.0 **In the event of computation error between unit price and total price, unit price shall prevail.**
- 2.0 **Similarly, in the event of discrepancy between words and quoted figures, words will prevail.**
- 3.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 4.0 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 5.0 Bidders must quote their charges/rates in the manner as called for vide "Schedule of Rates" under Section IV and the summarized price schedule format vide enclosed Proforma - B.
- 6.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the **PRICE BID FORMAT as per Proforma-B.**
- 6.1 Total evaluated cost for comparison purpose will be evaluated as given below:

Total Estimated Contract Value, T = A + B + C + D + E + F + G + H

Where

ITEM	UNIT	QTY	Unit Price	Total Price
(SPECIFY CURRENCY)				
A. Charges for Mobilization	Lump sum	1	a	A = a x 1
B. Operating charges per Ground Line Kilometer (GLK) of 60 fold data	Per GLK	150	b	B = b x 150
C. Operating charges for Uphole survey	Per Uphole	30	c	C = c x 30
D. Charges for experimental shooting	Per Day	10	d	D = d x 10
E. Standby charges with crew	Per Day	20	e	E = e x 20
F. Force Majeure rate	Per Day	10	f	F = f x 10
G. Charges for fixing reference points by DGPS	Per Point	10	g	G = g x 10
H. Demobilization cost, if any	Lump sum	1	h	H = h x 1
Total Charges for 150 LKM of 2D Seismic Survey, T =			A + B + C + D + E + F + G + H	

Note:

- i) The items mentioned in above mentioned clauses are to be read in conjunction with **Section-IV of Part-3** (Schedule of Rates).
- ii) The quantities mentioned against each item in Schedule of Rate/Price Bid Format for evaluation purposes only. However, payment will be made at actual.
- iii) Mobilization charges shall be restricted to maximum 10% of the total estimated contract value. However, the mobilization charges if quoted in excess of 10% of the estimated contract value, the excess amount shall be paid at the end of the project.

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LIST OF KEY PERSONNEL

<u>SPECIALIST STAFF</u>	<u>MINIMUM WORK EXPERIENCE</u>	<u>MINIMUM NO. OF PERSONNEL PER CREW</u>
1. Party Chief	10 yrs	1
2. Seismologist	7 yrs	1
3. Sr. Observer/ Instrument Technician	5 yrs	1
4. Sr. Surveyor	5 yr	1
5. Shot hole drilling Rig Mechanic	5 yr	1

Note:

1. The personnel deployed for the work should have the total experience as indicated above in the relevant field (seismic survey operation).
2. The number of personnel mentioned above is the minimum requirement. However, the bidder should deploy key personnel in adequate numbers required for smooth running of the operation. The bidder may choose other personnel e.g. observers, surveyors, mechanics, drilling supervisors, shooters, etc. that the Contractor would like to deploy to accomplish the job as per the defined parameter and time frame. The detailed bio-data and the number of such personnel must be submitted with the technical bids. The shooters and other explosive handling personnel, radio operators, etc. must have valid licenses as applicable for operating in the North-East. The Supervisor and the Party Chief have to be efficient enough to coordinate with Company and perform all other required interaction with external agencies for executing the job successfully.
3. The Contractor's key personnel must be proficient and fluent in English.

EQUIPMENT AND ACCESSORIES

The quantity and the type of equipment required for carrying out the entire survey has been kept open to the bidder. However, it is mandatory for the bidder to ensure that the quantity of the equipment to be deployed by him is adequate and the type of the equipment deployed are the latest in the industry as per international standard. The list of all the equipment, accessories along with the spares to be imported for this service have to be provided in the technical bid along with their respective CIF value in the commercial bid.

A. SURVEY EQUIPMENT:

The bidder must use GPS/DGPS for reference point fixing and use the latest equipment e.g. total stations with in built EDM & Data logger, for control survey & line implantation. The quantities of all the survey equipment to be deployed are to be decided by the bidder to meet the required survey objective and time frame. All the equipment must be of **vintage less** than or equal to **60 months** on bid closing date and must be in perfect working condition. The processing software must be of the **latest version**.

B. RECORDING EQUIPMENT:

The core equipment must be of 24-bit Delta-Sigma technology, telemetry system. The quantity of all the recording equipment to be deployed are to be decided by the bidder to have the capability of sufficient roll over for recording of requisite number of shots per day to acquire seismic data with defined parameter in **6 operating months** and complete the subsequent extension of job volume (if any). The recording equipment including ground electronics must be of **vintage less** than or equal to **60 months** on bid closing date and must be in perfect working condition. **However, cables and receivers shall be brand new on the bid closing date.** Contractor should deploy low distortion Geophones (distortion < 0.1%). The onsite processing system for quality control etc. must be in perfect working condition.

C. UPHOLE SURVEY EQUIPMENT:

The quantity of all the equipment to be deployed for Up-hole survey are to be decided by the bidder to meet the required survey objective and time frame. All the equipment must be of **vintage less than or equal to 60 months** on bid closing date and must be in perfect working condition. **Cables & up-hole geophones etc., should be preferably new but it's vintage should not be later than 12 (twelve) months on bid closing date.**

D. COMMUNICATION EQUIPMENT:

All the communication sets should be adequate in number and in a perfect working condition.

E. SHOT-HOLE DRILLING EQUIPMENT:

The bidder must use mechanized shot hole drilling rigs, which can drill minimum up to a depth of 20 meters in such difficult terrain as specified in **SECTION-II of Part-3** of the bid document.

The bidder shall decide and deploy the requisite quantity and type of shot hole drilling rigs, man portable/ truck mounted equipment and accessories, to drill shot holes in forest covered areas/ river beds etc. (for loading explosives in couplable plastic tube of 3.0" dia.). The shot hole drilling equipment must be in perfect working condition. The perishable material e.g. rubber/plastic/canvass pipes and nylon casings etc. should be new.

F. TRANSPORT EQUIPMENT:

The bidder has to decide and bring requisite quantity of specialized transport for crew, explosive vans and jeeps for explosive movement, to carry out seismic survey in areas as described in **Section-II of Part-3**. All the available indigenous transport has to be arranged locally. All the transports must be in perfect working condition and meet all the desired specification including insurance and the requisite licenses for the purpose of use.

It may be noted that the local / private workshops available around the survey area, have the capability for minor repair of indigenous vehicles only. Any specialized workshop/tools, if required has to be arranged by the bidder. List of any import in this connection must be provided in the technical bid and with the CIF value in the commercial bid.

End of Part - 2

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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 representatives of OIL are also included in the Company's personnel.

2.0 EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:

2.1 The contract shall become effective as of the date Company notifies Contractor in writing (through Letter of Award) that it has been awarded the contract.

The mobilization of equipment, personnel etc. should be completed by Contractor within **90 days** from the effective date of the contract. Mobilization shall be deemed to be completed when Contractor's equipment and manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract. **Mobilization shall be deemed to be completed when all equipments are fully tested, calibrated and put into operation and necessary experimental work conducted as specified in scope of work and first regular production shot is taken and accepted by the company.**

2.2 The date on which the mobilization is completed in all respects is treated as date of commencement of Contract. The duration of Contract, to be reckoned from the commencement date, shall be for a period as detailed in clause 5.0 of **Section II of Part-3**.

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 manner.

3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract provide all labour 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 his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of 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 and his personnel 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 the contract.

5.0 **PERSONNEL TO BE DEPLOYED BY CONTRACTOR**

5.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable Company and statutory safety requirement. Upon Company's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.

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

5.3 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 they shall perform the work in a first class, workmanlike, and professional manner and in accordance with the highest degree of quality, efficiency and current state of the art technology / oil field practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance which Company may, from time to time, furnish to the Contractor.

6.2 Should Company discover at any time during the tenure of the Contract or within one year after completion of the operations that the Work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and 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 performed by others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, 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. All information obtained by Contractor in the conduct of operations and the information/maps provided 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.

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 this 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 this 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 operations 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 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 personnel 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 (except customs duty) shall be borne by the Contractor.

8.9 **Service Tax:** Service Tax if any as applicable and/or levied on payments 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 insurance 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 as 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 out by the 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 his 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 his 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 affected by written order (Change Order) by the Company.

10.2 If any change result 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, Contractor 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 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 the first ten days. Either party will have the right to terminate the contract if such 'force majeure' condition continues beyond ten (10) days with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment would apply after expiry of ten (10) days period unless otherwise agreed to. Time for performance of the relative obligation suspended by the 'Force Majeure' shall then stand extended by the period for which such cause lasts.

12.0 TERMINATION:

12.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** The contract shall be deemed to have 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 Article 11.0 above.

12.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor at any time during the term of this 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 this 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 this 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 this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.

12.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its 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 15 (fifteen) 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 of services as per the Contract upto the date of termination.

12.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period upto the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

12.9 Upon termination of this 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 Demobilization charges in the event of termination under clause 12.3, 12.4, 12.5 and 12.6 will not be payable. Further, demobilization charges will not also be payable under clause 12.7 if termination is due to contractor's default.

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 **Guwahati/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.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:**

15.1 Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent.

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 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.

16.4 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 MOBILISATION:

17.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations 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 mobilization period till the date of commencement of Contract as defined in Clause No. 2.0 of Section – I of Part-3.

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

18.0 **PERFORMANCE SECURITY:** The Contractor has furnished to Company a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 10% of estimated Contract Price) valid till _____ 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 PAYMENT & MANNER OF PAYMENT, INVOICES

19.1 Company shall pay to Contractor, during the term of the contract, the amount due from time to time 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.

19.2 All payments due by company to contractor hereunder shall be made at contractor's designated bank with Reserve Bank of India (RBI)'s approval, if applicable. Bank charges, if any, will be on account of the Contractor.

19.3 Payment of any invoices shall not prejudice the right of company to question the validity of any charges therein, provided company within one year after the date of payment shall make and deliver to contractor within notice of objection to any item or items, the validity of which company questions.

19.4 Contractor will submit six sets of all invoices to company for processing of payment. Separate invoices for the charges payable under the Contract shall be submitted by Contractor for foreign currency and Indian currency.

19.5 Contractor shall raise invoice after first production shot is taken as per clause 2.0 of section I, Part-3 duly certified by Company's representative.

19.6. The Contractor shall raise monthly invoices for the data acquired against completed seismic profiles only during the month and that has been handed over to the Company at Duliajan along with Up-hole (static correction) data and necessary topographic survey data / observer report etc. The data submitted without these shall be considered as incomplete. No payment shall be made for incomplete seismic profiles.

19.7 The Contractor shall raise monthly invoice for reference point fixing by DGPS after fixing the reference points and submitting the processed data with a report.

19.8 Payment of monthly invoices **for completed seismic profiles only**, if undisputed shall be made within 45 days following the date of receipt of invoice by company excepting for the first two (2) monthly invoices where some delay (upto one month) may occur.

19.9 The company shall within 30 days of receipt of the invoice notify contractor of any item under dispute, specifying the reason there of, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in para 19.3 above.

19.10 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 contractors rights in respect of any other billing, the payment of which may then or thereafter be due.

19.11 Contractor shall maintain complete and correct records of all information on which contractor's invoices are based upto two (2) 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

20.0 RATE OF PAYMENT: Company shall make the payments to the Contractor as per the agreed rates as referred to in Section IV of Part-3.

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 therefrom.

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 therefrom.

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 therefrom.

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 therefrom.

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

24.0 **INDEMNITY AGREEMENT:**

24.1 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.

24.2 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.

25.0 **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.

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 of Part-3.
- 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 other field 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 withheld 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 the 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. When all the above grounds for with-holding payments shall be removed payment shall thereafter be made for amounts so withheld. With-holding 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.

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.

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, 1984,
- 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 their under.
- h) The Employees Pension scheme, 1995
- i) The Interstate Migrant Workmen Act, 1979 (Regulation of employment and conditions of service)
- j) The employees Provident Fund & Miscellaneous Provisions Acts, 1952
- k) The AGST Act. WB & BIHAR
- l) Service Tax Act
- m) Customs & Excise Act & Rules
- n) Assam, West Bengal & Bihar Entry Tax Act.
- o) Oil Industry Safety Directorate (OISD) guidelines.
- p) Forest Conservation Act, 1980.

End of Section - I

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PART-3

SECTION- II

TERMS OF REFERENCE/ TECHNICAL SPECIFICATIONS

1.0 This section establishes the scope and schedule for the work to be performed by the Contractor. It describes the area of operation, Company's requirement for 2D seismic survey in and around the areas identified, Scope of Work, types of equipment and accessories required to carry out high quality seismic data acquisition within stipulated time frame and Company's & contractors responsibilities etc. The Contractor is required to satisfy/adhere to the requirements laid down in this Section.

2.0 PREAMBLE:

2.1 Oil India Limited (OIL), a Govt. of India Enterprise, presently engaged in exploration, drilling, production and transportation of hydrocarbons, **proposes to acquire 150 GLKM of 2D seismic data in its Karbi Anglong & NC Hills NELP-IV (AA-ONN-2002/3) North East India** by hiring the services of an internationally reputed and competent Contractor having required infrastructure and relevant experience of carrying out seismic surveys in similar areas in different parts of the world. Company would expect the Contractor to meet Company's requirement on:

- Acquisition of 150 GLKM of 60 fold 2D seismic data from above area
- Meeting data quality as per international standards
- Deployment of 24-bit Telemetry system
- Contractor's global & sufficient experience
- Contractors own infrastructure & expertise
- Contractor's financial strength
- Environmental issues
- Time frame
- Turn Key contract
- Company's option to increase the volume by upto 100 % of the proposed work quantum in same or similar areas

Company shall check the quality, monitor the progress and accept the data as per the set standards.

2.2 GEOLOGY, OBJECTIVE AND GENERAL INFORMATION OF THE SURVEY AREA:

2.2.1 The Block forms a part of the Assam shelf and Naga Schuppen belt which in turn forms a part of the proven petroleum province of the Assam- Arakan Basin. The northern part of the block forms part of the shelf and the southern part lies in the belt of Schuppen, consisting of several sub-parallel thrust between the Naga thrust to the northwest and the Disang thrust on the southeast. Basement in these areas is expected at the depth range of 4 to 6 Km.

2.2.2 Three major anticline are identified in the area based on surface geological mapping. These are viz. Hatikali Anticline and Thangnangsip Anticline in the shelf part and Nutanhajong Anticline in the Naga Schuppen Zone. The extent of the anticlines in the sub surface is based on surface exposures only and hence tentative. Based on the hydrocarbon accumulation in Upper Assam, Dhansiri Valley areas, similar petroleum system is expected to be present in west of Naga Thrust. Sylhet, Kopili and Barail shales are source rocks. Basal clastics, sands within Sylhet, Kopili and Barail may act

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as reservoir rock and Middle Bhuban can act as regional cap rock. In addition to that shales within the reservoir also can act as cap. In the fold belt area east of Naga Thrust, Disang and Barail shales may act as source rock. Barail and lower Bhuban sanda as reservoir rocks and middle Bhuban as regional cap rock. Prospective zones in the Hatikali, Thangnangship and Nutanhajong anticlines are expected to be in the fractured basement rock, Tura Sandstone, Sylhet Limestone and Kopili Formation. The anticipated prospect depth of Hatikali Structure in Kopili and Sylhet Limestone Formation may be within 2000m to 2500m whereas in the Nutanhajong structure the prospect depth within Kopili, Sylhet and Basal Clastic may be within the depth range of 3600m to 4200m. Broadly the objectives are:

- a.1 To delineate these anticlinal prospects by acquiring the meaningful seismic data/information of subsurface.
- a.2 Exploration for structural and strati-structural prospects in the survey area.

3.0 BASIC INFORMATION OF THE AREA & LOGISTICS

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

3.1.1 Location of the Area: The proposed survey area is situated in the North Cachar Hills of Assam. The survey block covers an area of about 1460 sq.km. and is bounded by the following coordinates:

POINT S	LONGITUDES			LATITUDES		
	Degree	Minutes	Seconds	Degree	Minutes	Seconds
A	93	26	42.96	25	38	02.038
B	93	25	40.328	25	40	22.20
C	93	07	48.04	25	40	20.87
D	93	04	11.00	25	15	0.00
E	93	23	45.78	25	15	0.00
F	93	28	23.33	25	18	19.01

F to A state boundary between Assam and Nagaland
E to F state boundary between Assam and Manipur

The area is connected with different parts of Assam by rail and road. Hatikhali and Maibong Railway stations, situated on the meter gauge railway line connecting Lumding and Badarpur Railway Junctions lies within the block. It is also approachable by metalled and unmetalled roads.

3.1.2 Type of Area: The block is covered with thick tropical forests, swamp, shallow river channels/reverie sands, rocky/hilly terrain with steep slopes & cliffs and the flat terrain. The area is fraught with seasonal creeks and thick undergrowth. Presence of boulder is not very prominent.

3.2 LOGISTICS AND TOPOGRAPHY

3.2.1 The block is situated in the southern part of Assam state. The western part of the block is connected by road and railway and the rest of the part are not well connected by road. The northern part is covered by Dhansiri Reserved Forest and Langting Mupa Reserved Forest. The entire area is covered by thick vegetation and is moderately rough topography and inaccessible, innumerable streams, streams-lets. The ground elevation

in the northern part varies from 500 to 1868 m, particularly the southern part is having steep escarpment villages, not connected by road, and foot path is connecting the scattered villages.

3.2.2 The forest and marshy/ swampy areas in and around the forests, hosts a variety of vegetation with thick undergrowth. Parts of these forests are unapproachable by motorable road throughout the year.

3.2.3 Proposed seismic lines may have traverse through these thick forests, marshy lands and are required to generate accurate, continuous, high quality, 60- fold coverage with regular shot-receiver geometry.

4.0 SCOPE OF WORK:

4.1 Under this agreement, the Contractor is required to acquire about **150** GLKM of high quality 60-fold seismic data in the areas mentioned in para 2 and 3 above by deploying the latest state-of-art 24 bit Telemetry system with compatible accessories (Cables, Geophones/marshy phones suitable to logistics and terrains, etc.), appropriate energy sources (Dynamite or equivalent with suitable detonators etc.) In view of expected surface and subsurface complexity though the presence of near surface boulder bed has not been reported but viewing the regional geology of the area around 15-20% of the area may contain near surface loose pebbles/small boulders which may require mechanized shot hole drilling rigs having capabilities to drill to a depth of 20 m. In view of expected surface and subsurface complexity, the Contractor has to carry out sufficient modeling exercises and laboratory simulations to arrive at the best recording geometry. The entire project is required to be executed on a Turnkey basis by the Contractor within the stipulated time frame.

4.2 Contractor will be required to provide accurate model-validated source and receiver statics information, along each profile and the updated version for the entire area by carrying out regular uphole surveys at a spacing mentioned in para 7.3

4.3 Company would reserve the option to increase the quantum of work upto a maximum of 100 % either in the areas mentioned under para 2 & 3 above or in neighbouring areas of similar terrain conditions on mutually agreed rates which should not be higher than the original Contract rates, for the extended volume of work.

5.0 PERIOD OF CONTRACT:

5.1 The entire work mentioned in Paras 4.1-4.2 above must be completed in **6 (Six) operating months** (normally operating months are from November to April and monsoon break is normally from June to September) by deploying **One (1) 2D seismic crew** in the area of operation after Mobilization. The operating period excludes mobilization/demobilization period, bad weather days due to extreme climatic conditions and force majeure period if any. The operating period is inclusive of experimental work days, Sundays, camp shift for 7 days(if any), stand by days with the crew for the reasons beyond the control of the contractor & days lost due to equipment failure or for any other reason due to contractor's problem as certified by the Company representatives.

5.2 Contractor shall put all out effort to complete the entire work **150 GLKM** in **6 (Six) operating months** only. In case, the Contractor fails to complete the tendered volume of work in **6 (Six) operating months**, the Contractor has to complete the remaining tendered volume of work with a **penalty of 10%** of the per GLKM rate which will be levied for the remaining quantity of data acquired beyond the stipulated time period. No payment towards the stand-by charges with or without crew during Monsoon Break & camp maintenance will be payable during this extended period due to non-completion of tendered volume of work within the

stipulated time period. Contractor's request, if any, to allow them to work during monsoon, may be considered by the Company only at Contractor's cost and peril, however, Company would accept and pay for only quality data in this regard and Contractor will not be paid any other charges like standby, force majeure etc.

5.3 The additional quantum of work mentioned in Para 4.3 above shall be completed in additional period in proportionate to **6 (Six)** operating months for **150 GLKM**, excluding monsoon break. In case the Contractor fails to complete the extended volume of the job within the additional period, a **penalty of 10%** of the per GLKM rate will be levied for the remaining quantity of data acquired beyond such additional period. No payments towards the stand-by charges without crew for Monsoon Break will be payable during this extended period due to non-completion of extended volume within the stipulated time period.

6.0 CAMP ESTABLISHMENT AND CAMP MAINTENANCE:

6.1 Contractor has to establish suitable camps and licensed Explosive Magazines at his own cost within the area of operations prior to Mobilization and commencement of the survey and maintain it as per the norms of the oil industry.

7.0 DETAIL DESCRIPTION OF WORK:

7.1 TOPOGRAPHIC SURVEY:

7.1.1 Before start of normal seismic survey, Contractor is required to fix a minimum of **10 (Ten)** satellite points/reference points all over the areas mentioned above at the locations advised by Company using latest DGPS system. The exact number of benchmarks /reference points will be mutually decided by Company and the Contractor.

7.1.2 Contractor will properly fix permanent pillars at every line crossings, road crossing, river crossing and important cultural features with details engraved on the pillars. All these must be validated based on above DGPS observations.

7.1.3 Contractor will carry out control survey and line implantation using latest survey equipment such as DGPS, total stations with EDM and data logger, etc. with the accuracy less than 1 meter from the planned lines. The survey tolerance has to be checked (based on simulated line diagram and digital data to be provided by the Contractor), agreed and approved by Company prior to commencement of shooting on each line. Any re-survey and re-pegging, if required, will be carried out by the Contractor at his own cost & responsibility.

7.1.4 Contractor must visit the area of operation prior to bidding to make himself fully aware and understand the topography, job involvement and logistics including but not limited to environmental issues.

7.2 SEISMIC SURVEY:

7.2.1 TYPE OF SHOOTING:

The area is expected to have complex sub-surface geology due to severe thrusting and thrust imbricates. Pre-Seismic survey modeling on the basis of available information/ data in or in the vicinity of the area would be necessary for the most scientific spread generation to acquire data in these highly complicated thrust fold belts. Contractor will have to carry out data acquisition based on the model and maintain regular 2D geometry. However, Company's requirement is a continuous, full-fold data coverage along each profile with the

following parameters:

Sl.No.	Item	Particular
1	Shooting Geometry	Symmetric Split Spread
2	Maximum offset	4800-5000 mtrs
3	Minimum offset	20 - 200 mtrs
4	Number of channels	120 - 120
5	Nominal Fold	60
6	Group Interval	40 m
7	Shot point interval	80 m
8	Minimum Near offset	To be decided by experimental work
9	Energy Source	Ammonium Nitrate in Culpable Plastic Tubes (CPT) of 63mm diameter.
10	Shot Hole Depth	Single Hole of average 20 meters depth.
11	Charge Size	To be decided from charge size experimental work in the beginning and as and when necessary
12	No. of Geophone per channel	12
13	Geophone Pattern	To be decided after experimental work
14	Sampling Interval	2 ms
15	Recording Length	6 Seconds
16	Recording Formats	SEG-D De-multiplexed / SEG-Y on IBM 3592 or LTO-3 (1 original and 1 copy) in 'SEG' normal polarity.
17	Recording Polarity	Compression (first arrival) will give a negative number on tape and trough on monitor records
18	Geometry Data	SPS Format
19	S/N ratio	High, Min.120 dB dynamic range, with 24-bit Delta-Sigma recording technology and suitable noise shaping filter etc. to match the best record in the area.

Final acquisition parameters like charge size, shot hole pattern, receiver array, near and far offsets and spread type may be decided after the necessary experimental work in the field.

7.2.2 ENERGY SOURCE:

Contractor will have option to select energy source such as explosives, compressor & top drive/portable rigs, flush drilling and any other appropriate energy source for data acquisition in thick forest zone, land, marshy land/ swamps, boulder covered areas etc. depending upon the logistics and terrain conditions. Contractor must ensure the following geophysical requirements:

- a) Adequate energy to image target horizons.
- b) Proper source coupling.
- c) In case of explosive sources, shot hole depth has to be maintained at around of 20 meters. Due to logistics, contractor may opt for pattern shooting after getting prior approval of company's representative at site. The pattern of holes will be decided by field experiments at the contractors cost. In pattern shooting, depth of each hole will not be less than 10 mtrs for 3 (Three) holes pattern & 8 mtrs for 5 (Five) hole pattern. However, efforts should be to drill single hole of 20 mtrs only.

7.2.3 RECEIVERS:

Contractor will have option to use receivers such as normal geophones, marsh geophones in any combination depending on the logistics and terrain conditions. In case of geophones, array of 12 low distortion (distortion < 0.1%) land/ marsh type and suitable for planting on soft as well as hard rock might be required. At places it might be required to bury the geophones below the ground level to minimize noise. The Contractor has to provide the exact number of geophones/group on the basis of experimental survey. In regard to receiver type, sensitivity & array, Contractor must maintain followings upto satisfaction of Company.

- a) All the receivers must be compatible to 24-bit recording for high bandwidth signal, which is necessary to resolve the thin reservoirs.
- b) Proper receiver coupling (tightly planted or buried geophones).
- c) Array of receivers will be decided after field tests & noise analysis for recording data with high S/N ratio up to the satisfaction of the Company.

7.2.4 RECORDING EQUIPMENTS:

Contractor will deploy latest state-of-art 24 bit telemetry system with Delta-Sigma technology and compatible accessories/ground electronics, suitable to acquire the required quality data in the logistics and the terrain condition prevailing in the areas mentioned above. The equipment should be able to record data from different source and receivers as selected.

7.2.5: The make/makes and specifications of the equipment the bidder proposes to deploy against this tender should be clearly indicated in the technical bid. The bidder will not be permitted to change/replace the main equipment after opening the technical bid.

7.3 STATICS INFORMATION:

7.3.1 Contractor is required to provide accurate and model validated source, receiver statics along each profile and for the entire area by carrying out uphole survey at:

- a) **1.0 Km interval in the highly undulating terrain**
- b) **2.0 Km interval at the normal and flat terrain.**

7.3.2 The contractor must also use the first-break information along with near-hole uphole recording. The depth of Uphole survey should be minimum of 40 mtrs. In case a line crossing falls within 1 Km of an uphole point, the uphole survey will be carried out at the line crossing instead. The actual depth of uphole Survey will however be decided after experimentation and in consultation with Company's Geophysicist. The detailed model and model validated statics corrections for the entire area under operation must be provided to Company in UKOOA & ASCII Format.

7.3.3 In case, line crossing falls in water/marsh, the uphole shall be taken at the nearest shot point on the land or as desired by Company. The uphole interval may be mutually changed by Company and Contractor depending on the requirements. The statics data has to be provided in Floppies as well as on hard copies in user defined format containing line number, shot/receiver number, shot/receiver co-ordinates and the statics corrections and other relevant information.

7.3.4 Wherever the adequate depth for the uphole survey is difficult to achieve, the contractor shall carry out shallow refraction or LVL survey at an interval of 500m along the planned seismic lines.

7.3.5 The uphole/LVL survey should be planned ahead of shooting so that the same should be available for quality control during recording.

8.0 EQUIPMENT & PERSONNEL:

8.1 Contractor will deploy latest state-of art equipment, with compatible accessories to carry out the work mentioned in para 4.1-4.3 above in the area mentioned above.

8.2 Contractor shall arrange to mobilize all materials available indigenously not limited to items such as generators, bunkhouses, tents, office equipment etc. in addition to deploy sufficient number of mechanized shot hole rigs in order to achieve monthly target of **25 GLKM** as well as total volume of work within stipulated operating period of **6 (Six Months)** operating months.

8.3 Contractor shall carry, use and provide all required consumables e.g. cartridges, floppies, survey materials (pegs, paints), flexible wire, adhesive tapes, loading poles, recording paper & logs and chemicals, shot hole casings (if required), line communication systems, batteries etc. in brand new condition for completing the entire survey including the additional quantum of job as mentioned in para 4.3 above, if any.

8.4 Contractor shall depute well experienced & qualified personnel for carrying out various operations related to work mentioned in para 4.1-4.3 above. Personnel holding key posts or involved in decision making processes must have experience as per Annexure-I in carrying out similar jobs elsewhere with reputed organizations.

8.5 Contractor 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 Company find any of these personnel not upto satisfaction, it can ask for replacement of such personnel with no interruption to operation. Should there be any change of the personnel certified by Company for what so ever reason may be, the company's prior approval will be required.

8.6 Contractor shall undertake to deploy all the unskilled labors required for this job from in and around the area of operation.

8.7 The equipment/ key personnel to be engaged by the Contractor should be capable of recording/shooting on an average **25 GLKM data per month**. In case of any shortfall, the Contractor should compensate the same in the subsequent months, however, the Contractor must complete acquisition of **150 GLKM** within the Contract period of **6 operating months**.

9.0 START OF WORK:

9.1 The Contractor must complete mobilization and commence work within 90 days from the date of issuance of LOI.

9.2 Before the start of work, Contractor will ensure to the Company that the Contractor has mobilized personnel, equipment, accessories, spares and consumable etc. as per the terms of Contract and are in complete readiness to start the operations. The company has the right to check the mobilization of all equipment and personnel before commencement of work.

10.0 EXPERIMENTAL WORK:

10.1 Contractor shall carry out all necessary experiments and tests to determine optimum field parameters prior to the commencement of the survey. The tests shall be carried out as per the practice in the international geophysical industry.

10.2 The experimental work shall be carried out for a maximum period of 10 days in the area of operation to decide upon Shot hole pattern, Receiver array, shot charge size and near & far offsets. The period of 10-days or parts thereof can be availed prior to or during the operation to meet the geological /geophysical requirements.

11.0 QUALITY CONTROL MEASURES:

11.1 Contractor shall install a full fledged workshop to maintain/repair all requisite specialized vehicles, equipment and accessories such as cable tester, geophone analyzer, Battery charger , Generators, communication sets etc.

11.2 The contractor will install a state of-the-art workstation with requisite hardware, latest software, accessories and consumables to carry out following QC tests with acceptable plotting facilities at field site:

- a) Survey processing & plot generation.
- b) Planning of Seismic Survey
- c) Analysis for design of field parameters.
- d) Fold age, offset, and azimuth
- e) Uphole analysis and model based statics computation.
- f) Monitor display and preprocessing for quality control.
- g) S/N ratio analysis
- h) On line Basic processing upto stack on site to check the quality of output for every line completed. These processing and Company' comment on data quality would be pre-requisite to start shooting of succeeding line.

11.3 Contractor shall carry out the services in a fully professional manner and the information acquired/produced by them shall be of the quality acceptable to the Company. Should the information acquired/produced be of a quality not acceptable to the Company, then the Contractor will undertake to re-perform that part of service causing dissatisfaction totally at his own expenses. Company's standard for performance shall be the one accepted by standard of the geophysical industry.

11.4 Company reserves the right before data acquisition to inspect and approve Contractor's equipment after it is completely assembled and ready for work. Company also reserves its right to inspect the Contractor's equipment at any time during operation. Any equipment found short/ defective shall be arranged/replaced by the Contractor within shortest possible time but not greater than two weeks at his own cost, without disruption of the work assigned under the Contract . No extension will be granted in the time of Contract on these grounds. Any equipment found defective, unserviceable more than two times during the tenure of the Contract will be replaced by the Contractor forthwith at his own cost. The time for replacement will be no more than two weeks from date of the defect identified by the Company or the Contractor which ever is earlier. Company reserves the right to certifying the capabilities of personnel deployed by the Contractor and will submit in writing if the performance of any such personnel is not satisfactory. In such case the Contractor will arrange immediate replacement with no disruption to progress/quality of the Work.

11.5 BAD RECORDS: A record having any one of the following will be considered as bad record:

- a) More than 5 dead channels per record. However, if there are more than 3 consecutive records having 5 or more dead channels in each, the same shall be reshoot by the Contractor as per advice of company's representatives. Contractor shall put all his efforts to rectify the dead/ bad channels as early as possible. However, the Contractor shall start every day's operation with all good traces.
- b) If there are more than 20% of the records per ground line kilometers are bad then the same shall be re-shot by the contractor.
- c) Record with sync. error.
- d) Record with parity error.
- e) Record with appreciable cross feed, leakage and spread noise etc.

The Contractor will re-shot the bad records at the advice of company's representatives at site.

11.6 The Contractor will put all effort to take recovery for each skip shot at the nearest possible point. Any skip of shot which is not recovered & not certified by Company representative will be re-shot by the Contractor at its own cost. Position of shot, receiver and tolerance of S/N ratio software should be available at site. Company shall not consider the skipped shot (those not recovered) for payment.

12.0 DATA / CARTRIDGE LIABILITY:

12.1 Contractor shall be solely responsible for quality, loss or damage due to any reason including fire, theft etc. of any documents/ cartridge and other important documents /floppies etc. pertaining to the Contract while in his custody or control. In the event of such loss, the Contractor shall be responsible to redress/ reshot the loss entirely at his own cost. However the decision on the modalities to reshot/ redress such losses shall be entirely at the discretion of Company. The Contractor shall use original, high quality, high durability, error free 5 GB 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. The Contractor is free to keep an extra set of data recorded at its cost and disposal till the data is received at Company's selected site. However, such duplicate data must be damaged/erased with consent and in presence of Company representative. At no point of time/or condition the Contractor shall be allowed to take/keep the duplicate data with them or pass it to any other third party.

13.0 REPORTS AND SCHEDULE OF PERFORMANCE:

13.1 Contractor shall submit a detailed report on selection of the field parameters within 7 days after completing experimental work. Contractor shall submit to Company a weekly report on data quality of the job undertaken during the week.

13.2 Contractor shall maintain his equipment in perfect working order. He will carryout requisite tests as per the equipment manual and submit following report to Company:

- i) Daily equipment test report
- ii) Weekly test reports
- iii) Monthly test reports

The Contractor shall have the facility to process, generate and provide performance report of the equipment at site. Contractor will provide monthly performance tests in cartridges for QC to be processed at Company's Processing center using ProMAX 2002/3 Software (M/s Landmark). If, Company is not satisfied with the reports submitted and performance of the instruments, the Contractor shall suspend the operations and fix the performance of the equipment till the Company representative is fully satisfied with the performance of the equipment.

13.3 Contractor shall submit:

- i) Daily report consisting of:
 - daily survey progress ;
 - drilling report including loading depth and uphole time;
 - recording progress with correspondence to preplan model;
 - Uphole survey report, static model with interpretation;
 - Quality Control reports;
 - Explosive consumption/stock report;
 - Recommendations, if any.

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- ii) Weekly report consisting of :
- weekly progress of survey & recording;
 - Uphole survey report with interpretation;
 - Quality Control reports including Brute Stacks generated;
 - Explosive consumption/stock report;
 - Summary of data transmittal to Company;
 - Summary of Health, Safety & Environment incidents;
 - Recommendations, if any.

- iii) Monthly report consisting of:
- weekly progress of survey (with line sketch) & recording;
 - Uphole survey report with interpretation;
 - Quality Control reports and seismologist report;
 - Brute Stack section with used parameters;
 - intersection information with survey & statics mismatch if any;
 - Number of permanent reference points/pillars fixed with detail coordinate, sketch with cultural information;
 - Explosive consumption/stock report;
 - Summary of data transmittal to Company;
 - Summary of Health, Safety & Environment incidents;
 - List of visitors;
 - List of personnel, equipment;
 - Recommendations, if any.

13.4 Contractor will submit /deliver the three sets of recorded data alongwith all the relevant data to the authorized Company's representative at Duliajan within 10 days of completion / termination of recording of the lines:

- Seismic data cartridges of each lines with source signature for wavelet correction with proper phase & amplitude correction in case of mixed sources and receivers along with the model correspondence;
- Observer's reports with shot-receiver geometry, hole depth, uphole times, ITB/misfires, skip-recovery, edits, recording parameter, direction of shooting;
- Model based Statics information on tape/cartridges/floppies with hard copies in user defined ASCII format;
- Survey data in UKOOA, ASCII format on cartridges and hard copy.

13.5 Contractor shall submit a final report covering the entire operation within 20 days of the completion of work which must include:

- Review of geophysical objectives & success of the project in meeting the objectives including the data quality ;
- Detail information on Mob, Demob. of equipment & personnel;
- Field experiment procedure and results;
- Sample field record, uphole plot, interpretation of uphole data and processed section (Brute Stacks),
- Map showing location of uphole survey;
- Elevation , weathering thickness & Topography map;
- Note on data quality;
- Operational summary including total survey, explosive consumption, logistics etc.

PART-3

SECTION-III **SPECIAL TERMS AND CONDITIONS**

1.0 ASSOCIATION OF COMPANY'S PERSONNEL:

1.1 Company's geophysicists will be associated with the work through out the operations. The Contractor shall execute the work of seismic data acquisition 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.

1.2 The final field parameters will be decided with the prior approval of the Company's representatives after conducting the field tests and test processing. Contractor shall not change any parameters without prior approval of Company's representative.

2.0 PROVISION OF PERSONNEL AND FACILITIES:

2.1 The Contractor shall provide the key personnel as give in **Annexure-I**, for consultancy, quality control and data acquisition.

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. The Contractor shall provide the Indian Staff at their own expenses.

2.3 The contractor shall be responsible for, and shall provide for all requirements of his personnel and of their sub-contractor, if any, including but not limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and all immigration requirement and taxes, if any, payable in India or outside at no extra charge to the Company.

2.4 Bidder shall furnish the list of equipment with type, make, year of manufacture with supporting documents along with their offer.

3.0 **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 & Abolition) Act, 1970.

3.1 **SAFETY:** Contractor shall follow all safety norms as prevalent in the geophysical industry globally and also observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian laws such as Mines safety rules etc. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and maintain fire-fighting in sound condition at all times.

3.2 Contractor shall provide the Personal Protective Equipment (PPE) to OIL's representatives who will be associated during the survey operations.

3.3 **PROTECTION OF ENVIORNMENT:** In performance of the Contract, the Contractor shall conduct its Petroleum Operations with due regard to concerns with respect to protection of the environment and conservation of natural resources and shall in particular;

- a) employ modern oilfield and petroleum industry practices and standards including advanced techniques, practices and methods of operation for the prevention of Environment Damage in conducting its Petroleum Operations;
- b) take necessary and adequate steps to;
 - i) prevent Environmental Damage and, where some adverse impact on the environment is unavoidable, to minimize such damage and the consequential effects thereof on property and people;
 - ii) ensure adequate compensation for injury to persons or damage to property caused by the effect of Petroleum Operations; and
- c) Comply with the requirements of applicable laws and the reasonable requirements of the Government from time to time.

4.0 CONFIDENTIALITY OF INFORMATION:

4.1 All information obtained by Contractor in the conduct of operations 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 termination of the Contract.

5.0 OBLIGATION OF THE CONTRACTOR:

5.1 Contractor at their cost shall arrange the clearance of all equipment, spare parts, consumable, etc. from customs and port authorities in India. Company will provide all reasonable assistance but the responsibility for clearance will rest with the Contractor. Any demurrage in this process will be at Contractor's cost.

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

5.3 Contractor shall arrange at their own cost all consumables & spares including papers, photographic materials, magnetic tapes/ cartridges, and other consumables and spares needed for the work and shall carry sufficient stocks of these for uninterrupted operation. Contractor shall use cartridge tapes tested for zero error.

5.4 Contractor shall maintain proper account of the consumption of explosives and detonators and shall submit daily, weekly and monthly consumption/ stock statements to the Company.

5.5 All the field tapes of experimental data will be provided to Company at no extra cost.

5.6 Contractor shall arrange both lodging and boarding facilities for 2 (two) Company Geophysicists/ Representatives at each camp site. The camp facilities to the Company's representatives shall be at par with senior expatriate staff.

5.7 Contractor shall arrange two vehicles exclusively for use of Company representatives with driver, fuel, maintenance, repairs, etc. at their own cost.

5.8 Contractor shall ensure minimum 8 working hours work on each working day excluding travel time.

5.9 Contractor shall keep their equipment in good working order and shall begin the survey with adequate supply of spares for the equipment.

5.10 The Contractor shall arrange drinking water and its transportation to camp/site at their own cost.

5.11 In case the Contractor imports the equipment etc. on re-export basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the Contract period) and complete all documentation required. Company will issue necessary certificates etc. as required.

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

5.13 The Contractor should use latest software packages and shall incorporate the up gradation of these software immediately.

5.14 The Contractor shall furnish the list with Bio-data of key personnel proposed to be deployed prior to the commencement of work. The bio-data shall include the name, nationality, qualification, experience and passport details of the person.

5.15 The Contractor's expatriate and technical personnel must have thorough knowledge of English.

5.16 The Contractor's personnel must be sound enough to provide the above services in international standard, failing which Company reserves the right to ask for removal of any Contractor's Personnel with 24 hours notice.

5.17 Contractor shall comply with Indian Laws and regulations of Government of India but not limited to laws in respect of inland travel, use of wireless sets, maps and charts, entry regulations, security restrictions, foreign exchange, work permits, import of equipment, employment of Indian nationals etc. Any other work required for the efficient and successful execution of work shall be carried out by the Contractor except those enumerated under the obligation of the Company defined in para 6.0 below.

5.18 All claims for the loss or damage to standing crops, land or property, resulting directly from operations under the Contract will be borne and paid by the Contractor.

5.19 The main recording equipment should be housed in a properly insulated, air-conditioned cabin, mounted on a truck. The truck should be capable of moving in difficult terrains.

5.20 SECURITY: Proper Security in the camps/explosive magazine sites and also during field operation shall be arranged by the Contractor at his own cost.

5.21 Accommodation, transportation to field site/camps and other necessary camp amenities, wages/salaries etc for the security personnel deployed by contractor for its camps/explosives magazine sites etc. shall be the responsibility of the Contractor.

5.22 EXPLOSIVES AND DETONATORS: Contractor shall arrange at its own cost necessary quantity of explosives and detonators as per industry law and practices. The contractor has its responsibility to arrange at its own cost the necessary permit to store and transport explosives and detonators. Contractor shall be responsible for handling, loading and blasting of shots in shot holes by engaging authorized licensed personnel and for maintaining records of consumption and stock of explosives and detonators.

6.0 OBLIGATIONS OF COMPANY:

6.1 Company shall be responsible for Petroleum Exploration License (PEL) for carrying out survey. Administrative help will be provided by Company for radio frequency clearance and permits for the expatriates required for the operations. However, the Contractor shall make available the required details of the expatriates, for their permits, well in time.

6.2 Company shall organize all possible help from local Government/ Administration to Contractor's personnel and equipment in case of natural disasters, civil disturbances and epidemics.

6.3 **CUSTOMS DUTY:** The Services under the Contract shall be carried out in NELP/PEL/ML areas renewed/issued to Company after 1.4.1999 and, therefore, imports under this Contract are presently exempted from customs duty. Company shall provide recommendatory letter to Directorate General of Hydrocarbons, New Delhi (DGH) for issuance of Essentiality Certificate (EC) to enable Contractor to import goods for providing services under this Contract at concessional (Nil) customs duty. Contractor should provide the list of items to be imported under this Contract in the format specified in **Proforma-A** for issuance of recommendatory letter to DGH. On shipment of goods as per **Proforma-A**, the Contractor shall intimate Company along with all shipping documents (with clear 15 working days notice) for arranging EC provided all the documents submitted by the Contractor are in order. Any consequences due to delay in providing EC will be to company's account.

6.3.1 However, in the event customs duty is leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on contractor's items as provided in **Proforma-A** or the actuals whichever is less, provided contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of customs duty shall be arranged by company and made available to the representatives of contractor at Calcutta within 3 working days after contractor submits the undisputed and clear necessary documents/duty assessment papers at company's office at Calcutta. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for customs duty payment shall be limited/restricted to the tariff rates as assessed by the customs on the day of clearance, or as on the last day of the stipulated mobilization period in case of clearance thereafter, on the CIF value of items in **Proforma-A** will be frozen and any increase in customs duty on account of increase in value on these will be to the contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing customs officer and as a result any excess customs duty becomes payable, it shall be to contractors account. Before filing Bill of entry, the contractor must consult the company to avoid payment of excess customs duty.

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

6.4 The Company shall provide, if required, all necessary documents for clearance from Govt. of India or States or their departments or undertakings and will extend all assistance and necessary help to the Contractor. The Contractor will give the Company forty five (45) days advance intimation for providing Import License, if any, provided all the documents submitted by the Contractor are in order.

7.0 COMPLETION OF DEMOBILIZATION:

7.1 Demobilization shall be completed by Contractor within 30 days of expiry/termination of the contract. After the completion of work, all equipment, accessories etc. brought into India on re-export basis shall be re-exported by Contractor except consumables and spares. In case of failure to do so in the allotted time hereof except under circumstances relating to Force majeure, Company reserves the right to withhold the estimated amount equivalent to the customs duty and/or penalty leviable by customs on such default in re-export from Contractor's final settlement of bills. In the event all/part of the equipment etc. are transferred by contractor within the country to an area where no nil customs duty is applicable and/or sold to a third party after obtaining permission from company and other appropriate government clearance in India, then Contractor shall be fully liable for payment of the custom duty.

8.0 PENALTY FOR DEFAULT IN TIMELY COMPLETION:

Time is the of-essence of this Contract. In the event of the Contractor's default in timely completion of total volume of work within the stipulated period of **6 operating months**, a penalty will be levied @10% per GLKM rate for the remaining quantity of data acquisition carried out beyond such stipulated period as mentioned in clause 5.0 of section-II of Part-3.

End of Section-III

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PART-3

SECTION IV

SCHEDULE OF RATES/PAYMENT

The rates and charges as per the Proforma-B shall be applicable to this Contract.

1.0 DESCRIPTION OF CHARGES:

a) MOBILIZATION CHARGES:

- i) Mobilization charges shall be a lump sum charge for all equipment & entire acquisition crew and shall be paid once at the beginning of the Contract.
- ii) Mobilization charges shall be inclusive of transportation and other costs for all spares/consumables/accessories and equipment.
- iii) **Mobilization shall be deemed to be completed when all equipment are fully tested, calibrated and put into operation and necessary experimental work conducted as specified in scope of work and first regular production shot is taken and accepted by the company.**
- iv) Mobilization charges should cover all local and foreign costs of the Bidder to mobilize the equipment to the appointed site including all local taxes, port fees and inland transport etc., but excluding Customs duty of the items declared in **Proforma – A**.
- v) Payment towards “**Mobilization Charges**” shall be restricted to maximum 10 % of the total estimated contract value, which the bidder should note while quoting the mobilization charges.

- b) OPERATING CHARGES PER GROUND LINE KILOMETER (GLK):** The contractor shall be paid the operating charges only for full **60** fold coverage area on per GLK basis for acceptable data acquired along a seismic profile and completed in all respects and provided to Company in requisite form by the contractor. A GLK is defined as:

"The continuous ground coverage of one kilometer between the first and the last acceptable shots along a line".

However, for payment purpose a GLK shall be considered as follows:

$$\text{GLKM} = (\text{LGSP} - \text{FGSP} - (\text{R SP} + \text{S SP})) \times \text{SP I}$$

Where

- GLK = Ground line kilometre
- LGSP = Last good shot point
- FGSP = First good shot point
- R SP = No of Rejected shot point(s)
- S SP = No of skipped shot point(s)
- SP I = Shot point interval (in kilometres)
- X = multiplication sign.

- i) Only positive no will be considered for GLK calculation with all the acceptable channels.

- ii) Per GLK of 60 fold 2D reflection seismic data acquired and delivered to Company during the month along with proper statics data. In view of rapid variations in elevations, surface & near surface heterogeneity, model based static corrections needs to be provided by the Contractor.
 - iii) Operating charges should include all the charges for the equipment/ accessories, reports/ maps/records generation & submission, cost of fuel, spares, preventive maintenance, mob/demob of on/off crews, consumable, to and fro transportation, repair/maintenance of support infrastructure, medical of personnel, hire of any support infrastructure, all line survey, fixing of crossing pillars/bench marks, line laying & maintenance, shot-hole drilling, shot hole casing, shot hole drilling fluids/chemicals/mud additives, explosive loading & blasting, field, base & other operation related management/ maintenance, survey pegs, paints, damages caused to crops/life & properties in operational area, filling of drilled holes/created craters etc. and other day to day operational requirement not specified hereof.
- c. OPERATING CHARGES FOR UPHOLE SURVEY:** Operating charges will be paid for every uphole drilled, minimum upto a depth of **40 mtrs.**, data recorded, all related stationery/media of recording, field set ups and data analyzed during the month. However, actual depth of uphole will be decided after experimentation in consultation with Company's Geophysicist. Contractor has to quote for each up-hole points separately. **All up-holes should be completed ahead of production shooting of 150 GLKM.**
- d. CHARGES FOR EXPERIMENTAL WORK:** The rate for experimental work (with all liabilities as applicable to that of production shooting days) of 2D data acquisition Crew per day (of 10 hrs of actual working in field excluding travel time). If the experimental work is done on a part of the day, payment will be done on pro-rata basis for hours certified by the Company's representative.
- e. STANDBY CHARGE OF EQUIPMENT WITH CREW:** The above standby charge shall be applicable after the start of operation in case the Contractor is unable to carry out the operation due to instructions from Company on account of the following reasons:
- i) lack of instruction, maps & plans from Company
 - ii) Non-compliance in providing required documents for permits, licenses etc.
 - iii) Any other non-fulfillment of Company's obligations as stipulated in para 6.0 Section-III of Part-3 of bid document.
- f. RATE DURING FORCE MAJEURE:** This rate will be applicable during Force Majeure condition of the contract and payable on per day basis. Payment will be done on pro-rata basis for hours certified by the Company's representative. Force majeure conditions are defined in para 11.0 of Section I of Part-3 (General Terms and Conditions).
- g. RATE FOR FIXING REFERENCE POINT BY DGPS:** The charges for fixing of reference point shall be payable on per point basis. The rate per point should be all inclusive.

- h. DEMOBILISATION CHARGES (IF ANY):** The demobilization charge should be a lump sum amount, which will include all charge for demobilization of equipment with all supporting provisions from the camp where the survey concludes. The Company shall pay Contractor demobilization charges only in the instance the Contract is terminated by Company before the expiry of the stipulated term or upon the natural conclusion of the Contract subject to following conditions:
- i) The Contractor shall re-export all equipment, spares and consumable brought into India, except those which have been consumed within 30 days of effective date of demobilization.
 - ii) The Contractor shall leave all camp sites and establishment in the operational area free of debris and restored to original condition.
 - iii) The Contractor shall make all necessary arrangements to pay port fees, clearance, demurrage etc. directly in relation to the re-export.
 - iv) The Contractor shall produce the following documents along with the invoice for demobilization to the satisfaction of the Company of having cleared all their liabilities towards any Government duties & levies and re-exported the equipment:
 - Packing list furnished to shipper;
 - Bill of landing and other related documents towards re-export ;
 - Tax clearance certificate from Income Tax Department regarding clearance of dues toward Contractor's tax liabilities, their sub-contractor tax liabilities and towards tax liabilities of their expatriate persons or the other employees.
 - v) The Contractor shall raise invoice for demobilization charges only after the re-export of the last equipment. The Company shall have right to deduct the following from Contractor's demobilization charges or any other invoice(s):
 - Loss of duty drawback due to delay in demobilization/re-export beyond the time stipulated hereof from the date of notice of termination.
 - Loss of duty drawback due to sale or transfer of imported equipment spares etc. to third party or to any other operations within India.

2) GENERAL NOTES:

- a) Bidders should indicate name and address of their Indian agent if any and also should specify the percentage of commission if any involved and it should be included in the quoted rates. In case no Indian agent commission is involved then should be shown as "NIL".
- b) Bidder should submit the list of items with CIF value to be imported into India in connection with execution of this contract as per **Proforma-A**.
- c) From the Proforma-A, bidder should identify the items of re-exportable in nature (i.e. items which will not be consumed during the execution of the contract and required to be exported out side India after completion of the contract). Total CIF value of such items should be shown in the "PRICE BID FORMAT" as CIF (RE-EX).

- d) Similarly from the Proforma-A, bidder should identify the items of consumable in nature (i.e. items which will be consumed during the execution of the contract). Total CIF value of such items should be shown in the “PRICE BID FORMAT” as CIF (CONSUMABLES).
- e) In case the Contractor fails to complete the total **150 GLKM** of survey volume within **6(Six)** operating months the contractor has to complete the remaining work as per **clause 5.2 of Section II of Part-3** of this tender.

&&&&&&&&

TENDER NO. OIL/NEF/GLOBAL/013/2008

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

Sr No.	Item Description	Qty / Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Landed Cost	Is it re-exportable? YES or NO	Year of Mfg.	HSN Code
A	B	C	D	E = C x D	F	G = F + E	H	I = G+H	J	K	L

(1) The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".

(2) The items, which are of consumable in nature should be indicated as "NO" in column "J".

(3) For estimation of applicable customs duty, the bidders are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".

Authorized Person's Signature: _____

Name: _____

Seal of the Bidder:

PRICE BID FORMAT

Tender No.: OIL/NEF/GLOBAL/013/2008

SUMMARY OF RATES TO BE QUOTED BY THE BIDDER

ITEM	UNIT	QTY	Unit Price	Total Price
(SPECIFY CURRENCY)				
a. Charges for Mobilization	Lump sum	1	a	A = a x 1
b. Operating charges per Ground Line Kilometer (GLK) of 60 fold data	Per GLK	150	b	B = b x 150
c. Operating charges for Uphole survey	Per Uphole	30	c	C = c x 30
d. Charges for experimental shooting	Per Day	10	d	D = d x 10
e. Standby charges with crew	Per Day	20	e	E = e x 20
f. Force Majeure rate	Per Day	10	f	F = f x 10
g. Charges for fixing reference points	Per Point	10	g	G = g x 10
h. Demobilization cost, if any	Lump sum	1	h	H = h x 1
Total Charges for 150 GLK of 2D Seismic Survey:			$A + B + C + D + E + F + G + H$	
Total Contract Price inclusive of all applicable taxes and duties but excluding customs duty and service tax, which shall be on OIL's account.			T	
Percentage of Indian Agency Commission, if any, included in above rates (Please also indicate name & address of your Indian agent, if any)				
Total CIF value of re-exportable items (as detailed in Proforma-A)			CIF (RE-EX)	
Total CIF value of consumables i.e. Non-exportable items (as detailed in Proforma-A)			CIF (CONSUMABLE)	

Contractor should note that all charges against which the unit rates have been asked, shall be payable at actual. The quantities indicated above are only for evaluation of bids/ estimation of total contract value. No charges other than indicated above are payable.

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/013/2008

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 _____ 200-.

Authorized Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

TENDER NO. OIL/NEF/GLOBAL/013/2008

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, the same should be indicated as per above format and submit along with their bids. If the "**Statement of 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 thereunder 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 requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have 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 Intent No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's **Tender# OIL/NEF/GLOBAL/013/2008**. 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 their 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.

Tender No. OIL/NEF/GLOBAL/013/2008

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,
[General Manager (NEF)]
Duliajan, Assam, India, Pin - 786 602.

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their 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/013/2008**. 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 _____ 2008.

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their 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 its 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
HEAD (CONTRACTS)
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Sir,

Sub: OIL's TENDER NO. OIL/NEF/GLOBAL/013/2008

We _____ confirm that Mr. _____ (Name and address) as 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.

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

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

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

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

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

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

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

For and on behalf of
(Bidder)
M/s _____

For and on behalf of
(Parent Company)
M/s _____

Witness:

1.

1.

PARENT COMPANY GUARANTEE**DEED OF GUARANTEE**

THIS DEED OF GUARANTEE executed at..... this..... day of 200.. by M/s..... (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having in Registered Office at..... herein after called “the Guarantor” which expression shall, unless **excluded** by the repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

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

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

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

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

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

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

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satisfactorily, Company shall have absolute rights for effecting the execution of the job from any other person at the risks and costs of the Guarantor. The Guarantor also undertakes to make good any loss that may be caused to the Company for non-performance or unsatisfactory performance by the Guarantor or the Contractor of any of their obligations.

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

For & on behalf on (Parent Company)

M/s _____

Witness:

- 1.
- 2.

*strikeout, if not applicable

&&&&&&&&

