



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

NEF PROJECT
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E-mail: nef@oilindia.in
Website: www.oil-india.com
FAX: (91) 374-2801799

Date: 22.02.2008

M/s. _____
AS PER LIST ENCLOSED

TENDER NO. OIL/NEF/LGM/GLOBAL/008/2008

Sub: **Hiring of Services for Acquisition, Processing and Interpretation of 2500 Stations Land Gravity & Magnetic Data pertaining to NELP-VI Block: MZ-ONN-2004/1 in Mizoram.**

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, Processing and Interpretation of 2500 Stations of Land Gravity & Magnetic Data pertaining to NELP-VI Block: MZ-ONN-2004/1 in Mizoram.
- 2.1 Block MZ-ONN-2004/1 in Mizoram has been awarded to M/s Oil India Limited (OIL), M/s Suntera Resources Ltd. and M/s Shiv-Vani Oil & Gas Exploration Services Ltd. against NELP-VI round of exploration bidding. OIL is the operator for the block.
- 3.0 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/LGM/GLOBAL/008/2008
 - (ii) Type of Bid: Single Stage Two (2) Bid System.
 - (iii) Bid Closing date & Time: 28th March, 2008
(13.00 Hrs. IST)

- (iv) Technical Bid Opening date & time: 28th March, 2008
(13.30 Hrs. IST)
- (v) Commercial Bid Opening Date And Time: Will be intimated to the eligible bidders nearer the time.
- (vi) Bids to be addressed to: General Manager (NEF)
NEF Project,
Oil India Limited,
Duliajan, Assam-786 602
- (vi) Bid submission/opening place: Office of General Manager (NEF)
NEF Project
Oil India Limited,
Duliajan, Assam-786 602
- (vii) Bid Security Amount: US\$ 3,125.00 or Rs. 1,25,000.00
- (viii) Amount of Performance Guarantee: 10 % of the total estimated contract value
- (ix) Mobilization/Commencement Time: 30 days from the date of issue of Letter of Award
- (x) Completion Period : 12 months from the date of commencement.
- (xi) Quantum of Liquidated Damage for: 1/2% of total contract value for Default in Timely mobilization and delay per week or part thereof Completion subject to maximum of 7.1/2%.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

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

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PART-1

INSTRUCTIONS TO BIDDERS

1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

A. BIDDING DOCUMENTS

2.0 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. 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.
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- (b) Instruction to Bidders (Part-1)
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 - (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) 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 Schedule of rates form furnished in the Bid Document.

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 contractor.

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.**

NOT APPLICABLE

10.0 **BID SECURITY:**

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

10.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-clause 10.9.

10.3 The Bid Security shall be denominated in the currency of the bid or another freely convertible currency, and shall be in one of the following form:

(a) A bank guarantee (BG) or irrevocable Letter of Credit (L/C) issued by:

- i) A scheduled Indian Bank or
- ii) An Indian branch of a foreign Bank or
- iii) A reputed foreign Bank having correspondent bank in India, in the form provided vide **Proforma-G** or any other form acceptable to the Company and valid for 30 days beyond the validity of the bids.

(b) A cashier's cheque or demand draft drawn in favour of 'Oil India Limited' and payable at Duliajan, Assam.

10.4 Any bid not secured in accordance with sub-clause 10.1 and/or 10.3 shall be rejected by the Company as non-responsive.

10.5 Bidders will extend the validity of their Bid Security, if and whenever specifically advised by the Company, at the bidder's cost.

10.6 Bid Security will not accrue any interest during its period of validity or extended validity.

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

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

10.9 The Bid Security may be forfeited:

- (a) If any Bidder withdraws or modifies his bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or
- (b) If a successful Bidder fails:
 - i) To sign the contract within reasonable time & within the period of bid validity, and/or
 - ii) To furnish Performance Security.

11.0 **PERIOD OF VALIDITY OF BIDS:**

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

11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). The bid Security provided under **para 10.0** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

12.0 **FORMAT AND SIGNING OF BID:**

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

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

C. SUBMISSION OF BIDS

13.0 **SEALING AND MARKING OF BIDS:**

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

- 13.2 The Bidder shall seal the original and each copy of the bid duly marking as "ORIGINAL" and "COPY".
- 13.3 The cover containing the Technical Bid (Original + 3 copies) should be in one sealed cover bearing the following on the right hand top corner.
- (i) Envelope No.1 Technical bid
 - (ii) Tender No._____.
 - (iii) Bid closing date _____.
 - (iv) Bidder's name _____.
- 13.4 The cover containing the Commercial Bid (Original + 3 copies) should be in a separate sealed cover bearing the following on the right hand top corner.
- (i) Envelope No.2 Commercial bid
 - (ii) Tender No. _____.
 - (iii) Bid closing date _____.
 - (iv) Bidder's name _____.
- 13.5 The above mentioned two separate covers containing Technical and the Commercial bids should then be put together in another envelope bearing the following details on the top and the envelope should be addressed to the person(s) as mentioned in the "Forwarding Letter".
- (i) Tender No._____.
 - (ii) Bid closing date_____.
 - (iii) Bidder's name_____.
- 13.6 The offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/catalogues of the equipment offered. The Bid Security mentioned in clause 10.0 should be enclosed with the Technical Bid. **The price Schedule must not be put in the envelope containing the Technical Bid.**
- 13.7 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/non-compliance to each clause as per **Proforma-D**. This should be enclosed with the technical bid.
- 13.8 Timely delivery of the bids is the responsibility of the Bidder. Bidders should send their bids as far as possible by Registered Post or by Courier Services. Company shall not be responsible for any postal delay/transit loss.
- 13.9 Cable/Fax/E-mail/Telephonic offers will not be accepted.
- 14.0 **INDIAN AGENTS:** Foreign Bidders are requested to clearly indicate in their quotation whether they have an agent in India. If so, the bidders should furnish the name and address of their agents and state clearly whether these agents are authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent in non-convertible Indian currency

according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that an agency commission is not involved in the particular bid. Further, Bidders are requested to quote directly and not through their agents in India.

15.0 **DEADLINE FOR SUBMISSION OF BIDS:** Bids must be received by the company at the address specified in the "Forwarding Letter" not later than **13.00 Hrs.** (Indian Standard Time) on the bid closing date mentioned in the "Forwarding Letter".

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

17.0 **MODIFICATION AND WITHDRAWAL OF BIDS:**

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

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

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

17.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

18.0 BID OPENING AND EVALUATION:

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

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

- 18.3 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.
- 18.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the **sub-clause 18.3**.
- 18.5 To assist in the examination, evaluation and comparison of bids the Company may at its discretion, ask the Bidder for clarifications of his bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 18.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 18.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 18.8 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 19.0 **OPENING OF COMMERCIAL/PRICE BIDS:**
- 19.1 Company will open the Commercial Bids of the technically qualified Bidders on a specific date in presence of interested qualified bidders. Technically qualified Bidders will be intimated about the bid opening date in advance.
- 19.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 19.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the

correction of the errors, their bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

- 20.0 **CONVERSION TO SINGLE CURRENCY:** While evaluating the bids, the closing rate of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.
- 21.0 **EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per **Part-2** of the bidding documents.
- 22.0 **LOADING OF FOREIGN EXCHANGE:** There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic bidders.
- 22.1 **EXCHANGE RATE RISK:** Since Indian bidders are now permitted to quote in any currency and also receive payments in that currency, company will not be compensating for any exchange rate fluctuations in respect of the services.
- 22.2 **REPATRIATION OF RUPEE COST:** In respect of foreign parties Rupee payments, made on the basis of the accepted Rupee component of their bid, would not be repatriable by them. A condition to this effect would be incorporated by the Company in the contract.
- 23.0 **CONTACTING THE COMPANY:**
- 23.1 Except as otherwise provided in **clause 18.0** above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide **sub-clause 18.5**.
- 23.2 Any effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

D. AWARD OF CONTRACT

- 24.0 **AWARD CRITERIA:** The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 25.0 **COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:** Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

26.0 **NOTIFICATION OF AWARD:**

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

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

26.3 Upon the successful Bidder's furnishing of Performance Security pursuant to clause 28.0 the company will promptly notify each 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 from the date of Letter of Award, the successful Bidder shall sign and date the contract.

28.0 **PERFORMANCE SECURITY:**

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

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

28.2 The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to 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: The bid shall conform generally to the specifications and terms and conditions given in the bidding documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non- responsive and rejected.

1.0 TECHNICAL:

1.1 Any offer, which does not include all the jobs/services mentioned in **Section II, Terms of Reference/Scope of work**, will be considered as incomplete and rejected.

1.2 The Contractor shall deploy personnel with relevant experience, infrastructure & resources as indicated vide **Annexure-I** for carrying out the Land GM data acquisition, processing and interpretation work. The detailed bio-data of key personnel must be submitted with the bid, **failing which bid will be liable for rejection.**

2.0 COMMERCIAL:

2.1 The bids are to be submitted under **single stage two(2) bid system** i.e. Technical (unpriced bid) and Commercial (price bid) together as per **part-I clause 5.0 of the tender.**

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

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

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

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

2.6 Any bid containing false statement will be rejected.

- 2.7 Bidders must quote clearly and strictly in accordance with the price schedule outlined in **Price Bid Format given in Proforma-B** of bidding documents; otherwise the bid will be rejected.
- 2.8 The bid documents are not transferable. Offers received from unsolicited bidders will be ignored.
- 2.9 Offers submitted by Indian agents on behalf of their foreign principals will not be accepted and the same will be summarily rejected.
- 2.10 Any Bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.
- 2.11 Price quoted by the successful Bidder must remain fixed during its performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 2.12 The following Clauses with all its sub-clauses should be agreed in toto, failing which the bid will be rejected.
- Performance Security Clause
 - Liquidated Damage cum Penalty Clause
 - Force Majeure Clause
 - Termination Clause
 - Arbitration Clause
 - Applicable Law Clause

3.0 GENERAL:

- 3.1 **Proforma-D** - The compliance statement should be duly filled up. In case bidder takes exception to any clause of tender document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the Bidder does not withdraw/modify the deviation when/as advised by Company. The loading so done by the Company will be final and binding on the Bidders. No deviation will however, be accepted in the clauses covered under BRC.
- 3.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will summarily be rejected.
- 3.3 If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, then the clauses in the BRC shall prevail.
- 3.4 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:

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

2.0 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** as follows:

- A) Mobilisation Charges (Lumpsum) = A**
- B) Charges for Acquisition of 2500 Stations Land Gravity & Magnetic data = B**
- C) Charges for Processing & Interpretation of 2500 Stations Land Gravity & Magnetic data (Lumpsum) = C**
- D) Charges for Fixing Reference Pillars of 100 points = D**
- E) Demobilisation Charges (Lumpsum) = E**

Total Estimated Contract Value: T= A + B + C + D + E

Note: The quantities above are for evaluation purpose only. However, payment will be made based on actual.

A) LIST OF KEY PERSONNEL TO BE DEPLOYED BY CONTRACTOR

<u>Position/Specialist staff</u>	<u>Minimum Work Experience</u>	<u>Number of Personnel</u>
1. Project Coordinator	7 Years (as supervisor GM API)	One
2. Geophysicist for Data Acquisition	5 Years	Two
3. GM Processing and Interpretation Specialist	5 Years	One
4. Sr. Surveyor	5 Years	One
5. Surveyor	3 Years	Two

B) INFRASTRUCTURE AND RESOURCES TO BE PROVIDED BY CONTRACTOR

The quantity and type of equipment to be deployed for carrying out the survey must conform to the latest industry standards and should have the minimum vintage, features and capabilities as described below.

(a) DGPS SYSTEM :

The required number (at least 2 Nos.) of DGPS systems not older than 3 years as on the bid closing date of the tender and capable of operating in L1 & L2 modes along with necessary accessories, software etc.

(b) SURVEY SYSTEM

Adequate number of Total stations with data loggers (minimum 3 Nos.) with accessories, survey software etc. that will be required to carry out topographic survey in proper time frame. The survey systems should not be more than 3 years old as on the bid closing date of the tender.

(c) GM DATA ACQUISITION EQUIPMENT

The Contractor must deploy the state of the art equipment/resources (minimum two numbers of Gravimeters, LRG and Magnetometers) to carry out GM data acquisition. The vintage of the equipment should not be more than 5 years as on the scheduled bid closing date of the tender.

(d) GM PROCESSING AND INTERPRETATION

The Contractor must have adequate state of the art equipment/resources to carry out GM Processing, Interpretation and Modelling. The vintage of the equipment should not be more than 5 years as on the scheduled bid closing date of the tender.

(e) COMMUNICATION EQUIPMENT

All the communication equipment e.g., walkie-talkies, VHF radios, 100 watt SSB radios etc. should be provided in adequate numbers and in perfect working condition.

(f) TRANSPORT

The Contractor has to decide and bring the quantity of all the required specialized transport facilities for movement of Crew and equipment to carry out GM survey on land (Logistically difficult area such as Hilly terrain, thick jungles etc.) areas. All the available indigenous transport have to be arranged locally and they must be in perfect running condition.

NOTE: 1. Item-wise list of all imported equipment/transport etc. has to be provided together with their respective CIF value (as on the date of import) and must be furnished with the commercial bid.

2. Similar list as aforesaid in Srl. No. 1 above but without indicating the CIF value must also be furnished with the technical bid.

End of Part - 2

&&&&&&&&

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, COMMENCEMENT DATE, AND COMPLETION TIME OF CONTRACT:

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

2.2 **MOBILIZATION TIME:** The mobilisation of equipment, crew etc. should be completed by Contractor **within a maximum period of 30 days from the date of issue of Letter of Award (LOA)**. Mobilization shall be deemed to be completed when Contractor's personnel and equipment arrive at the site and commence the survey operation. The date on which data acquisition operation starts will be treated as date of completion of mobilization.

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

2.4 COMPLETION TIME: The entire work shall have to be completed by the contractor within the scheduled period as indicated vide Clause No. 5.0 of Section-II of this Tender Document.

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

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

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

3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

3.4 Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of his bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

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

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

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

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

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

5.0 PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:

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

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

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

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

6.0 WARRANTY AND REMEDY OF DEFECTS:

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

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

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company.

8.0 TAXES:

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

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

8.3 Prior to start of work under the contract, the contractor shall furnish the company with the necessary documents, as asked for by the company and/or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the contractor.

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

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

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

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

9.0 **INSURANCE:**

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

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

- 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 fulfil the provisions under this contract.
- d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).

- e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance regulations.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991.

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

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

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

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

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

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

10.0 **CHANGES:**

10.1 During the performance of the work, Company may make a change in the work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be effected by written order by the Company.

10.2 If any change results in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section-IV). Upon review of Contractor's estimate, Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor

shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13.0 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

11.0 FORCE MAJEURE:

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

11.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

11.3 Either party will have the right to terminate the Contract if such 'force majeure' condition continues beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply during the period of force measure unless otherwise agreed to.

12.0 TERMINATION:

12.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or extension, if any, there of.

12.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in clause 11.0 above.

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

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

12.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and/or obligations under the Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Contract.

12.6 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option may terminate this Contract in its entirety without any further right or obligation on the part of the Company except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

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

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

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

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

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

13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

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

14.0 NOTICES:

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

(A) Company

General Manager (NEF)
OIL INDIA LIMITED
DULIAJAN - 786602
ASSAM, INDIA

Fax No:0091374-2801799
Email :nef@oilindia.in

(B) Contractor

M/s. _____

Contact Person:
Fax:
Phone:

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

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

16.0 MISCELLANEOUS PROVISIONS:

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

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

16.3 Key personnel can not be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification which will be again subject to approval by the Company.

17.0 LIQUIDATED DAMAGES FOR DEFAULT IN MOBILIZATION AND TIMELY COMPLETION:

17.1 In the event of the Contractor's default in mobilization as well as timely completion of the work within the stipulated period, the Contractor shall be liable to pay liquidated damages at the rate of **1/2% of the total contract value per week or part thereof of delay subject to maximum of 7.5%**. Liquidated Damages will be reckoned from the date after expiry of the scheduled time as defined in **clause no. 2.2 of Section-I regarding mobilization and Clause No. 5.0 of Section-II for completion of the work.**

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

18.0 **PERFORMANCE SECURITY:** The Contractor has furnished to Company a Bank Guarantee No. _____ dated _____ issued by for----- (being **10%** of the 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 **ASSOCIATION OF COMPANY'S PERSONNEL:** Company's personnel will be associated with the work through out the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed Contractors to major international oil companies in the petroleum industry.

20.0 **LABOUR:** The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970.

21.0 **LIABILITY:**

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

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

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

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

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

21.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its Contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor

and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.

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

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

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

23.0 **INDEMNITY AGREEMENT:**

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

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

24.0 **INDEMNITY APPLICATION:** The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand,

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

25.0 PAYMENT, MANNER OF PAYMENT, INVOICES:

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

25.2 Company shall pay to Contractor on monthly basis for acquisition of land gravity and magnetic data and Contractor shall submit invoices accordingly. Separate invoices for the charges payable under the contract shall be submitted by the Contractor for foreign currency and Indian currency.

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

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

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

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

25.7 The Company shall within 20 days of receipt of the invoice notify Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in sub-clause **25.5** above.

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

25.9 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based upto **2(two) years** from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection. Any audit conducted by Company of Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.

26.0 **WITHHOLDING:** Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of :-

- a) For non-completion of jobs assigned as per **Section-II**.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

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

- i) Order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- iv) Any payment due from Contractor in respect of unauthorized imports.

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

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

27.0 APPLICABLE LAW:

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

27.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract:

- a) The Mines Act - as applicable to safety and employment conditions.
- b) The Minimum Wages Act, 1948.
- c) The Oil Mines Regulations, 1983.
- d) The Workmen's Compensation Act, 1923.
- e) The Payment of Wages Act, 1963.
- f) The Payment of Bonus Act., 1965.
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- h) The Employees Pension Scheme, 1995.
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- k) The AGST Act. WB & BIHAR
- l) Service Tax Act.
- m) Customs & Excise Act & Rules
- n) Assam, West Bengal and Bihar Entry Tax Act.

28.0 RECORDS, REPORTS AND INSPECTION: The Contractor shall, at all times, permit the Company and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records of major items consumed, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorized employees and representatives. The Contractor shall provide the Company designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours and any other information related to the operations when ever so requested. The Contractor shall not, without Company's written consent allow any third person(s) access to the said work, or give out to any third person information in connection therewith.

29.0 SUBSEQUENTLY ENACTED LAWS: Subsequent to the date of submission of contractor's bid, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the company/Contractor shall reimburse/pay Contractor/company for such additional/reduced costs actually incurred.

PART - 3

SECTION - II

TERMS OF REFERENCE / SCOPE OF WORK

- 1.0 Oil India Limited (OIL), a premier national oil company engaged in the business of Exploration, Production and Transportation of Crude Oil and Natural gas invites composite Technical and commercial priced offers for **Acquisition, Processing & Interpretation (API) of 2500 Stations Land Gravity & Magnetic (GM) data** in its Onshore Exploration Block: MZ-ONN-2004/1 in the state of Mizoram. This exploration block has been awarded to a Joint Venture of Oil India Ltd., Sunterra Resources Ltd. & Shiv-Vani Oil and Gas Exploration Services Ltd. Oil India Ltd. is the operator for the block.

Tenders are invited by OIL from qualified contractors to undertake the work defined in **Clause 4.0 hereunder**. The salient features are as follow:

2.0 OBJECTIVES OF THE SURVEY

The objectives of the scheduled work of Acquisition, Processing and Interpretation (API) of land Gravity & Magnetic (GM) data in the block are to:

- i) Delineate the basin outline.
- ii) Determine the depth of the sedimentary section.
- iii) Map intra-sedimentary structures and structural trends.
- iv) Delineate regional structures and tectonic configuration.
- v) Detect and map near surface micro magnetic anomalies related to possible deep-seated hydrocarbon accumulation (Direct Hydrocarbon Indicators).
- vi) Detect lineaments, faults, fractures and volcanics within the sedimentary section.
- vii) Identify petroleum exploration targets.
- viii) Suggest locations for seismic survey along with grid size.
- ix) Integration with Geological, Well, Magneto-telluric (MT), Seismic & satellite Imagery data.

3.0 AREA DESCRIPTION - MIZORAM BLOCK (MZ-ONN-2004/1):

A. Geology of the Area

North-eastern part of India constitutes the seven federal states of the erstwhile mother state of Assam. These are: Assam, Arunachal Pradesh, Meghalaya, Nagaland and the contiguous states of Manipur, Mizoram and Tripura. It constitutes the sedimentary basin complex of Assam Shelf and Assam-Arakan. Physiographically, Cachar, the southern district of Assam, forms an entrenched part of Manipur – Mizoram and Tripura. Myanmar and Bangladesh are, respectively, to the east and west of these states. The

Assam-Arakan sedimentary basin is a shelf-slope-basinal system. The shelf part of the basin spreads over the Brahmaputra valley. The basinal part (geosynclinals) is occupied by the Naga Schuppen belt and the Cachar, Tripura, Mizoram and Manipur fold belts. The Assam-Arakan fold belt extends southward to the Cachar-Mizo fold zone. West of this zone, lies the frontal belt of Tripura with mostly closed folds which gradually become tighter towards east in Mizoram.

Assam – Arakan region, Mizoram, Manipur and Tripura have drawn the attention of exploration geologists ever since the discovery of Digboi and Makum oil fields of Upper Assam around 1890. The Badarpur oil field in Cachar district of Assam, presently abandoned, was discovered in 1901. This discovery followed a spate of discoveries in Assam since Sixties of the last Century. Gas occurrence in Tripura is very relevant to the exploration of the region. Commercial gas in this state was discovered during the late seventies of previous century within the Surma sequence of Miocene age. Several other gas fields have also been found since then.

Cachar – Tripura – Mizoram fold belt constitutes a distinct part of Assam-Arakan tectonic system. Myanmar's Shan Plateau and the Ophiolite complex extend to the east of it. The Bangladesh flood plains are to the west. The Naga Schuppen belt of Assam forms the northern extreme and Chittagong hill tract (Bangladesh) lies to the south of it.

The area of survey is a part of Tripura – Cachar – Mizoram fold belt of Assam Arakan Basin. The Mizoram fold belt is composed of tight linear fold with their axes almost in north-south direction. The intensity of folding increases from west to east where the rocks of Indian plate sub-ducted below the Burmese plate. The anticlines are long, narrow and tight, whereas the synclines are broad and gentle. As per the geological section of the area of operation, the area has Tipam formation exposed in the central part and Bokabil formation is exposed in the eastern and western part. The Bhuban formation is divided in three formation as Lower, Middle and Upper Bhuban formations. Lower Bhuban formation is mainly alternations of sandstones and shale. The Middle Bhuban consists of mainly shale with subordinate sandstones. The Upper Bhuban consists of alternations of sandstones and shales.

B. Physiography, Climate and Communication

Physiography

The region, in general, exhibits first – order topography of folded Miocene Strata. The compact and relatively – older rocks constitute these ridges and the younger strata make up the valleys. Elements of second – order topography are seen towards east of longitude 93 deg 30' East.

Geomorphology of Manipur-Mizoram-Tripura region is typified by a succession of sub-parallel hill ranges and long valleys. The hill ranges reach a maximum height of around 1800 m in Mizoram with most of these between 900-1200m. Thus, the general elevation increases towards east up to the Myanmar border.

Climate

North-eastern India experiences a sub-tropical to tropical climate with a rainfall of 300 to 400 cm per annum. Summer is hot and humid and maximum temperatures range from 30 deg C to 38 deg C during April to June, Monsoon sets in rather early during the season. From May onwards, pre-monsoon showers are frequent. Winter season from November to January is milder when temperatures are between 12 deg to 25 deg C.

Communication

Mizoram – Manipur – Tripura is mainly a hilly region. The area is connected by national highway (NH54), which touches the southern end of Mizoram state at Lungleh. Highway No. (NH 39) reaches Aizwal, the capital of Mizoram. In addition to National Highway, there are State Highways and fair weather motorable roads criss-crossing the territory.

The nearest International Airport is at Kolkata in West Bengal. Airports at Guwahati, Jorhat, Agartala, Imphal and Aizwal receive regular domestic air traffic. Broadgauge railway line connects Kolkata to Guwahati and Upper Assam. Meter gauge railway line from Dimapur (Nagaland) to Guwahati (Upper Assam) passes through Bhairabi in Mizoram, Silchar in Cachar and Jiriban in Manipur.

C. Location of the Area:

The block: MZ-ONN-2004/1 is situated in the Mizoram state and covers an area of 3213 sq. km. Aizwal is the Capital town of Mizoram and is connected to the other places by motorable roads and highways. The nearest railhead is at Bhairabi close to the border with Cachar district of Assam. Aizwal is linked by air to the rest of India, the nearest international airport being located at Kolkata in west Bengal. The proposed area lies in between the following broad coordinates:

Coordinates of the Block : MZ-ONN-2004/1

Points	Latitude (N)			Longitude (E)		
	Deg.	Min.	Sec.	Deg.	Min.	Sec.
A	23	40	00	92	32	54.85
B	23	00	00	92	35	58
C	23	00	00	93	00	00
D	23	40	00	93	00	00
A	23	40	00	92	32	54.85

The map showing the Block is enclosed as **Figure-I**.

D. Type of Area & Logistics:

Mizoram has an area of approximately 22500 sq. km. This state forms the eastern continuation of Tripura system of folds and sedimentary packages. Logistic constraints have so far hampered sustained exploration efforts in this state. However, improved communication should definitely accelerate the pace of exploration.

The surface topography of the proposed area of seismic operation is that of typical north-eastern rugged hilly terrain of India. The topographic features are highly undulating with thick forest cover. The hillocks are very steep with intervening deep gorges. Small seepages of water from sharply cut hillocks are found to be the only source of water. The Dhaleshwari River is crossing through the southwest corner of the area.

There are no motorable roads in the working area. The only track variable in the operational area connects Hortoki to Bhairabi via Dilzau and Medium. The village Hortoki is connected by semi-mattled road to NH-54 which is about 18 kms from Kawnpuri. There is acute shortage of water in the area. The operation in the area is expected to be carried out o head load mode.

4.0 **SCOPE OF THE WORK**

A. Data Acquisition:

i) The contractor shall **undertake** the Acquisition, Processing and Interpretation (API) of **2500 stations** land Gravity & Magnetic (GM) data using high sensitivity Gravity meter & Magnetometer with the objectives detailed in **Clause 2.0 above**.

ii) The contractor shall acquire the Gravity & Magnetic data utilizing the state-of-art Gravity and Magnetic equipment. Acquisition of Gravity data shall be carried out using LRG-Scintrex CG5 or equivalent gravimeter with an accuracy of 0.01 m gal. Acquisition of Magnetic data shall be carried out using Scintrex /Geometrix or equivalent magnetometer with an accuracy of 1 gamma.

iii) The contractor shall mobilize the state-of-the art Survey & Positioning equipment such as DGPS with L1 & L2 modes, Electronic total Stations for marking the stations where the GM data will be collected. The survey accuracy shall be 0.2 m for marking the stations and 0.1 m for Elevation data. The bidder must supply accurate co-ordinates in WGS-84, Everest 1830 7 Lambert.

iv) Gravity & Magnetic data along with Elevation data for 2500 stations shall be acquired at pre-determined surveyed stations in consultation with the Company representative in a grid of 1 km X 1 km.

v) The contractor shall establish adequate no. of Gravity and Magnetic base stations (**not less than 100 Nos. in the surveyed area**). Reference pillars need to be fixed at these base stations in such a way that they serve as permanent bench markers with proper engravings. Station descriptions should be inscribed showing station data, location of station and the coordinates etc. The Reference point markers must be constructed with the concrete base 30 x 30 x 80 cm with the concrete flush to the ground and with a copper or brass survey marker disk in the center. The disk will have a center mark and a number inscription as advised by Company. A 6 cm diameter steel pipe, one meter above the ground, with station descriptions as detailed above, will be placed in concrete next to the marker.

vi) The planned 2D seismic survey operations may commence by end of February, 2008 in the block area. The bidder may use these seismic line tracks, available road network, river valleys etc to cover the area during data acquisition.

vii) The quantum of work may be extended by **50%** of the original work volume under the same terms and conditions based on technical requirements.

B. Data Processing:

i) Processing and preparation of Free Air Anomaly maps, Bouguer Anomaly maps etc as per the standard norms and practice.

ii) Processing and preparation of Magnetic Anomaly maps etc as per the standard norms and practice.

iii) The data will be processed as the survey progresses to ensure data quality and contractual standards are maintained.

iv) Processing of the acquired Gravity & Magnetic data shall be carried out at bidder's Data Processing Centre or any other designated place which is fully equipped with state-of-the-art hardware and software (as per the industry standards) to obtain optimal results.

C. Data Interpretation:

i) Detailed interpretation and modelling of significant anomalies observed on gravity & magnetic data & integration with available geological, geophysical, seismic, well data, MT, using satellite imagery etc.

ii) Interpret and derive the basement configuration and sediment thickness of the basin.

iii) Modelling and interpretation of the gravity & magnetic data along twelve (12) selected profiles in the block. The number of profiles may increase depending on the complexity of the basin configuration.

iv) Preparation of Seismic-Magnetic constrained depth models, Multiple Technique Magnetic Depth Estimation plots for basement configuration.

v) Any other attributes generation/modelling/mapping incorporating the results to achieve detailed delineation of basin and its configuration.

5.0 PRESENTATION OF RESULTS AND TIME FRAME:

5.1 The bidder shall submit a detailed technical report covering all aspects of data acquisition, data processing and interpretation. A draft report shall be submitted to company **within 2 weeks** after completion of the entire work for company's comments and suggestions. A technical presentation shall be made at company's office at Duliajan **within a week** after submission of the draft report. The final report five (5) hard copies and two(2) soft copies incorporating the comments made on the draft report and the points/issues raised by company during the technical presentation shall be submitted **within a week** after technical presentation.

5.2 **The entire work including data acquisition, processing and interpretation must be completed in a period of 12 months from the date of commencement.** This includes the **four (4) months** monsoon break from **June to September, 2008.**

6.0 DELIVERABLES:

6.1 The bidder shall submit the following gravity and magnetic maps / charts in appropriate scales as decided by the company representative:

A. Gravity

1. Free Air Anomaly Map.
2. Elevation Map.
3. Regional Bouger Gravity Map.
4. Residual Bouger Gravity Map.
5. Drift Correction Map.
6. Terrain Correction Charts.
7. Second Derivative Gravity Map.

B. Magnetic

1. Total Intensity Magnetic Map.
(Reduced to Pole)
2. Vertical Derivative Map.
3. Vertical Intensity Map.
4. Residual Magnetic Intensity Map.
5. Diurnal Correction Charts.

C. Gravity & Magnetic Modelling

1. Basement Configuration Map.
2. Modelling results indicating subsurface structure using both Magnetic & Gravity results along selected profiles (maximum of 12 profiles after preliminary interpretation. (The modelling should incorporate all available geoscientific information like subsurface geology, available borehole and seismic data in the area.)
3. Regional Structural & Tectonic configuration, including faults/lineaments etc after corroborating the same with the existing information.
4. Identification of exploration targets based on the information derived from the above.

D. Geodetic Survey Data:

1. All the Geodetic Survey Data need to be submitted in WGS-84, Everest 1830 & Lambert Co-ordinates both in hard copy & soft copies (two copies each)
2. The detailed report of the Reference Pillars with co-ordinates neatly sketching the location of the Pillars & comprehensive map of the same need to be provided (Two copies each).

PART-3

SECTION -III

SPECIAL TERMS AND CONDITIONS OF CONTRACT

1.0 ASSOCIATION OF COMPANY'S PERSONNEL:

1.1 Company's geophysicists/geologists will be associated with the work during data acquisition, processing & interpretation. The bidder shall execute the work with professional competence and in an efficient and workman-like manner and provide Company with a standard of work customarily provided by contractors of international repute.

2.0 PROVISION OF PERSONNEL AND FACILITIES:

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

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 his own expenses, any of his personnel whose presence is considered undesirable in the opinion of the Company.

2.3 The contractor shall be responsible for, and shall provide for all requirements of his personnel and of his 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, at no extra charge to the Company.

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

4.0 OBLIGATIONS OF THE CONTRACTOR:

4.1 Contractor shall arrange its own infrastructure facilities including medical, security, transportation of equipment and crew personnel etc. for day-to-day operation at site at their own expense.

4.2 All deliverables mentioned in **Clause 6.0 of Section-II** will be provided to Company at no extra cost.

4.3 Contractor shall use latest versions of software packages for processing and Interpretation during the period of the contract.

4.4 Any other work 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 in para 5.0 below.

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

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

4.7 In addition to their own Crew members, Contractor shall arrange lodging and boarding facilities for at least one Company Representative during the data acquisition work in the field/Camp without any extra cost to Company. The camp facilities to Company representative shall be at par with senior expatriate staff.

4.8 Contractor shall arrange one Tata Safari (4X4 wheel drive) or equivalent vehicle, fitted with mobile radio communication system exclusively for use of Company Representative. The vehicle must be provided with Driver and Fuel and also necessary maintenance and repairing of the vehicle will be the responsibility of Contractor.

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

4.10 Contractor shall arrange for collection and air-shipment/dispatch of data to his processing and interpretation centre. However, Company will provide necessary support to obtain necessary clearances from authorities from Government of India, if required.

4.11 Contractor will be required to make presentation after completion of the job at Duliajan as specified in **Clause No. 5.0 above of Section-II.**

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

4.13 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.

5.0 OBLIGATIONS OF THE COMPANY:

5.1 Company shall be responsible for Petroleum Exploration License (PEL) for carrying out the work. Administrative help will be provided by the Company for clearances and permits required from Govt. of India if any for the execution of

the work, provided the contractor shall make available the required details for the permits well in time.

5.2 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.

5.3 Working space, accommodation and local transport at Duliajan during data collection/draft report presentation will be provided by the Company.

5.4 **CUSTOMS DUTY:** The Services under the Contract shall be carried out in 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 issuing recommendatory letter provided all the documents submitted by the Contractor are in order. Any consequences due to delay in getting EC will be to contractor's account.

5.4.1 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 actual 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 Kolkata within 3 working days after contractor submits the undisputed and clear necessary documents/duty assessment papers at company's office at Kolkata. 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 mobilisation 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.

5.4.2 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.

5.5 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.

6.0 COMPLETION OF DEMOBILIZATION: 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. 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.

7.0 The bidder should confirm that they would be able to mobilize/commence the work within 30(thirty) days from the date of issue of Letter of Award (LOA).

8.0 Time is of the essence of the contract. The entire work including data acquisition, processing and interpretation must be completed in **twelve (12) months (including monsoon break)** from the date of commencement. The contractor is required to submit the final report at company's NEF office at Duliajan within the time frame specified in Clause 5.0 of Section-II, Part-3. The final report should include all the deliverables and recommendations, if any etc.

End of Section-III

PART-3

SECTION- IV

SCHEDULE OF RATES/PAYMENTS

SCHEDULE OF RATES: The rates and charges as indicated in Proforma-B shall be applicable for this contract.

1.0 DESCRIPTION OF CHARGES:

(a) RATE FOR MOBILIZATION:

- i) Mobilization Charges is a lump-sum charge for all equipment and entire acquisition crew and shall be paid once at the beginning of the contract.
- ii) Mobilization charge is inclusive of transportation and other costs for all spares/consumables/accessories and equipment.
- iii) Mobilization charge will be payable only when all equipment and crew are positioned at the site free of defects/any encumbrances duly certified by the company representative and commence the work assigned under the contract
- iv) Mobilization charge covers all local and foreign costs of the contractor 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 charge. In case, mobilization charges are quoted more than 10% of the estimated contract value, the amount in excess of 10% will be released at the end of the contract.

(b) RATE FOR DATA ACQUISITION:

- i) Charges for data acquisition shall be payable on per station basis.
- ii) It should include all the charges for the equipment /accessories, spares, consumables and charges of contractor’s personnel, all types of clearances required for data acquisition including statutory clearances if any.

(c) RATE FOR PROCESSING AND INTERPRETATION:

- i) Charges for data processing and interpretation shall be payable on lumpsum basis after completion of work.
- ii) It should include all the charges for the equipment /accessories, spares, consumables and charges of contractor's personnel etc.

(d) RATE FOR FIXING OF REFERENCE PILLARS

- i) Charges for fixing reference pillars shall be payable on per point basis.
- ii) It should include all the charges for the equipment /accessories, spares, consumables and charges of contractor's personnel.

(e) RATE FOR DEMOBILIZATION CHARGES:

- i) Demobilization charges would be payable on lump sum basis at the end of the contract.
- ii) It should include all costs required to demobilize equipment and crew including inland transport, freight for export outside India, insurance, cost of clearances/parameters etc. in relation thereto.

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Tender No. OIL/NEF/LGM/GLOBAL/008/2008

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

Srl#	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".

Authorised Person's Signature: _____

Name: _____

Seal of the Bidder:

PROFORMA-B

SCHEDULE OF RATES/PRICE BID FORMAT

Tender No.: OIL/NEF/LGM/GLOBAL/008/2008

**SUMMARY OF RATES TO BE QUOTED BY THE BIDDER FOR
ACQUISITION, PROCESSING AND INTERPRETATION OF LAND
GRAVITY & MAGNETICMAGNETIC DATA**

ITEM	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
(SPECIFY CURRENCY)				
Mobilisation Charge = A	Lump sum	1	a	A= a x 1
API of GM data				
Charges for Acquisition of Land Gravity & Magnetic data = B	Per Station	2500	b	B = b x 2500
Charges for Processing and Interpretation of Land Gravity & Magnetic data = C	Lump Sum	1	c	C = c x 1
Charges for fixing reference pillars = D	Per Point	100	d	D = d x 100
Demobilisation charge = E	Lump sum	1	e	E = e x 1
Total Estimated Contract Value inclusive of all applicable taxes and duties but excluding customs duty and service tax, which will on company's account. = T				T = A + B + C + D + E
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 Performa-A)				CIF (RE-EX)
Total CIF value of consumables i.e. Non-exportable items (as detailed in Performa-A)				CIF (Consumables)

Notes:

1. The rates and charges quoted above shall include all taxes, duties but exclude Customs Duty and Service Tax as the same will be to the Company's account, if payable.
2. The quantities shown above are for bid evaluation purpose only and payment shall be made for the **actual quantity of the work done.**
3. Mobilisation Charges "**A**" should be restricted to 10% of "T", failing which the excess amount so quoted shall be paid after demobilization.
4. Company will provide facilities of lodging, boarding and local transport at Duliajan to the Contractor's personnel during the presentation etc. and charges for the same shall be borne by the Company.

5. 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/LGM/GLOBAL/008/2008

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 _____ 2008.

Authorized Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

PROFORMA-D

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

Tender No.: OIL/NEF/LGM/GLOBAL/008/2008

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

Authorized Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, they should indicate the same as per above format and submit it along with their bids. If the "**Statement of Non-Compliance**" in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

FORM OF PERFORMANCE BANK GUARANTEE

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

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date

Place _____

AGREEMENT FORM

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

And

M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

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

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

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against _____ Company's **Tender No. OIL/NEF/LGM/GLOBAL/008/2008**. 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 his subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

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

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

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

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

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

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

FORM OF BID SECURITY (BANK GUARANTEE)

To:

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

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted his offer dated _____ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No.: **OIL/NEF/LGM/GLOBAL/008/2008**. 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 his Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of his Bid by the Company during the period of Bid validity:
 - (a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
 - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

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

This guarantee will remain in force up to and including the date (***) and any demand in respect thereof should reach the Bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

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

PROFORMA LETTER OF AUTHORITY

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

Sir,

Sub: OIL's Tender No. **OIL/NEF/LGM/GLOBAL/008/2008**

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

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

Yours Faithfully,

Authorized Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

The tender document no. OIL/NEF/LGM/GLOBAL/008/2008 alongwith map has been issued to the following six(6) parties:

1. M/s NGRI, Hyderabad
2. M/s Geological Survey of India, NE Region, Shillong
3. M/s Mcphar Geosurveys Ltd, Canada
4. M/s Fugro Roberston Inc, USA
5. M/s ARK Geophysics, UK
6. M/s Sander Geophysics Ltd, Canada

M. Ali,
CM(M&C-NEF)
For GM(NEF)