

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	22-12-2023 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	22-12-2023 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Petroleum And Natural Gas
Department Name/विभाग का नाम	Oil India Limited
Organisation Name/संगठन का नाम	Oil India Limited
Office Name/कार्यालय का नाम	Oil India Limited
Item Category/मद केटगरी	Custom Bid for Services - Hiring of 3D and 2D Seismic Survey at Rajasthan
Contract Period/अनुबंध अवधि	9 Month(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)

Bid Details/बिड विवरण	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
EMD Amount/ईएमडी राशि	14061500

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	12

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Senior Manager (C&P)
Oil India Limited, OIL INDIA Limited, OIL INDIA Limited, Ministry of Petroleum and Natural Gas
(Bhavik Haresh Mody)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

PRICE BID FORMAT - [1701431694.xlsx](#)

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Introduction about the project /services being proposed for procurement using custom bid functionality:[1701431732.pdf](#)

Instruction To Bidder:[1701431737.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1701431742.pdf](#)

Scope of Work:[1701431777.pdf](#)

Special Terms and Conditions (STC) of the Contract:[1701431780.pdf](#)

Service Level Agreement (SLA):[1701431786.pdf](#)

Payment Terms:[1701431792.pdf](#)

GEM Availability Report (GAR):[1701431803.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1701431815.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1701431843.pdf](#)

Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):[1701431956.pdf](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
08-12-2023 11:00:00	OIL's Office at 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur - 342005, Rajasthan, India

Custom Bid For Services - Hiring Of 3D And 2D Seismic Survey At Rajasthan (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of 3D and 2D Seismic Survey at Rajasthan
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Bhavik Haresh Mody	342005,OIL INDIA LIMITED, RAJASTHAN PROJECT, 2-A, SARASWATI NAGAR, DISTRICT SHOPPING CENTRE, BASNI, JODHPUR, RAJASTHAN	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

3. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

4. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

OIL INDIA LIMITED
payable at
JODHPUR

. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

5. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

OIL INDIA LIMITED
Account No.
00000010827354741
IFSC Code
SBIN0000659
Bank Name
State Bank of India
Branch address
JODHPUR

. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

6. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

OIL INDIA LIMITED
payable at
JODHPUR

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

7. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

OIL INDIA LIMITED
Account No.
00000010827354741
IFSC Code
SBIN0000659
Bank Name
State Bank of India
Branch address
JODHPUR

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in

the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---



Report ID: GEM/GARPTS/30112023/XSEB9E6OFDJF

Report Name: 3D Seismic Survey

Generated By: Bhavik Haresh Mody , OIL INDIA Limited , Ministry of Petroleum and Natural Gas

Generated On: 30/11/2023

Valid till: 30/12/2023

GeM Availability Report and Past Transaction Summary

GeM Availability Report and past transaction summary report is generated based on the specifications searched by the Buyer. The specification may be modified appropriately for searching relevant categories on GeM. Buyer may navigate to GeM category page by clicking on the category link to view category specifications and products/services available in the category.

Order Count and Order Value displayed is on a cumulative basis since GeM inception.

1. Search String: Seismic

Search type: Service

Search Result: Category not available on GeM for the text string searched by the buyer.

This is a one-time requirement hence new category creation is not proposed / or requirement is recurring but request for new category creation will be submitted separately post generation of GeMARPTS.



Contract & Purchase Department (Rajasthan Field)
2A, District Shopping Centre, Saraswati Nagar,
Basni, Jodhpur-342005, Rajasthan, India.
Phone-0291-2729472, Fax: 0291-2727050
E-mails: bhavik_mody@oilindia.in; erp_mm@oilindia.in

DATE: 30.11.2023

GEM AVAILABILITY REPORT NO. GEM/GARPTS/30112023/XSEB9E6OFDJF

Sub: TENDER NO. GEM/2023/B/4272318 FOR HIRING OF SERVICES FOR SEISMIC DATA ACQUISITION OF 265 SQ.KM. OF 3-D SEISMIC DATA AND 60 LKM OF 2-D SEISMIC DATA IN BAGHEWALA AREA OF RAJASTHAN WITH A PROVISION FOR +/- 25% QUANTITY TOLARANCE LIMIT.

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a “Maharatna” Category, 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. Rajasthan Field of Oil India Limited (OIL), is engaged in exploration and production of Natural Gas from the Jaisalmer Basin and exploration of Heavy Oil in Bikaner-Nagaur basin of Western Rajasthan in India. OIL has also strategically diversified into Renewable Energy Business and O&M activities. The Field Office of OIL at Jodhpur is well connected by Road, Rail & Air.

2.0 In connection with its field office being located at Jodhpur, OIL invites Local Competitive Bids (LCB) from competent and experienced Contractors through OIL's e-procurement site for **HIRING OF SERVICES FOR SEISMIC DATA ACQUISITION OF 265 SQ.KM. OF 3-D SEISMIC DATA AND 60 LKM OF 2-D SEISMIC DATA IN BAGHEWALA AREA OF RAJASTHAN WITH A PROVISION FOR +/- 25% QUANTITY TOLARANCE LIMIT.** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in GeM portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through GeM portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

IFB No./ Tender No.	GEM/2023/B/4272318
a. Type of IFB.	Double Packet Bid System
b. Bid Closing Date & Time.	22.12.2023 at 15-00 hrs (IST).
c. Bid Opening Date & Time	22.12.2023 at 15-30 hrs (IST).
d. Priced Bid Opening Date & Time.	Will be notified to the acceptable bidders in due course of time.
e. Bid Submission Mode.	Bid to be uploaded on-line in GeM portal.
f. Bid Opening Place.	Office of the GM-C&P, Oil India Ltd., 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India.
g. Bid Validity.	120 days from bid Closing date.
h. EMD/ Bid Security Value	INR 1,40,61,500.00
i. EMD/ Bid Security validity	165 days from original bid Closing date.

j. Amount of Performance Security	10% of contract value
k. Performance Security Validity	90 days beyond the expiry of the contract
l. Duration of the Contract	Nine (09) Months
m. Mobilization period	30 Days from the date of mobilization notice
n. Bids to be addressed to.	GM-C&P, Oil India Ltd., 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India
o. Pre-Bid Conference Date	08.12.2023 at 11:30 hrs (IST).
p. Last Date of receipt of Queries.	06.12.2023 up to 17:30 Hrs (IST)

3.0 **Pre-Bid Conference:** A pre-bid conference to explain Company's exact requirements and to reply queries of Bidders, if any, on the tender stipulations will be held on 08.12.2023 at 11:30 hrs (IST) in OIL's Office at 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur - 342005, Rajasthan, India. Maximum of two representatives of each bidder will be allowed to attend the pre-bid conference on producing authorization letter. Bidders interested to attend the Pre-Bid Conference should intimate General Manager (C&P), Oil India Limited, Jodhpur latest by 06.12.2023 up to 17:30 Hrs (IST). All pre-bid queries should be submitted to the dealing officer over email (bhavik_mody@oilindia.in) latest by 06.12.2023 up to 17:30 Hrs (IST). Only those queries received within the cut-off period shall be discussed and replied to during pre-bid meeting.

4.0 **Integrity Pact:** The Integrity Pact must be uploaded in GeM portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the Bidder's authorized signatory who signs the Bid.

5.0 **GUIDELINES FOR PARTICIPATING IN GEM PORTAL:**

5.1 Bids are to be submitted through GeM Portal. Vendors must use their GeM Seller ID and Password for participation in the tender. Vendors who do not have GeM Seller ID must register themselves as Seller in GeM Portal by visiting Government e-Marketplace Website - <https://gem.gov.in/>.

5.2 Vendors may also refer to the Seller Help Document for participating in the tender which is uploaded under „For Vendors << GeM Tender“ in OIL's Website. The URL for the same is provided below for ready reference:

<https://www.oil-india.com/pdf/Custom%20bid%20seller%20end.pdf>.

6.0 **QUERIES/CLARIFICATIONS ON THE TENDER:** The prospective Bidders shall submit their queries/clarifications against the tender through E-mail addressed to General Manager (C&P), OIL INDIA LTD., Rajasthan Project, 2A, District Shopping Centre, Saraswati Nagar, Jodhpur-342005, Rajasthan, India and such queries must reach OIL's Rajasthan Field office at Jodhpur latest by 06.12.2023 up to 17:30 Hrs (IST). OIL shall provide clarifications on the date of pre-bid conference to only those queries received within this date. Replies will also be uploaded in GeM portal. Queries / Clarifications against the tender received beyond 06.12.2023 will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any Bidder's query in OIL's office.

7.0 **IMPORTANT NOTES:**

7.1 Bidders shall take note of the following important points while participating in GeM portal:

i) The bid along with all supporting documents must be submitted through GeM portal only except the following documents which shall be submitted manually by the Bidder in two copies in a sealed envelope super-scribed with OIL's IFB No., Bid Closing date and marked as "BID AGAINST TENDER NO. GEM/2023/B/4272318" and addressed to GM (C&P), OIL INDIA LTD., Rajasthan Field, 2A, Saraswati Nagar, Jodhpur-342005, Rajasthan (India):

- a) Printed catalogue and Literature, if called for in the tender.
- b) Power of Attorney for signing the bid.
- c) Original Bid Security
- d) Any other document required to be submitted in original as per tender requirement.

The above documents must be received at OIL's GM- (C&P)'s office at Jodhpur on or before the Bid Closing date and time, failing which the bid shall be rejected. A scanned copy of all the documents shall also be uploaded by the Bidder along with their Technical Bid in OIL's E-procurement site.

ii) Bid should be submitted on-line in GEM portal before the bid closing date and time as mentioned in the tender document and will be opened on the same day at the bid opening time mentioned in the tender document at the office of the GM (C&P) in presence of the authorized representatives of the Bidders.

iii) The bidders must enter an all-inclusive price (including GST) against the "OFFER PRICE" field while creating their response against the tender in GeM portal. Computation of the above-mentioned all-inclusive price must be done as per the Price Bid Format enclosed along with the BOQ. The duly filled Price Bid Format indicating the Unit Rates and GST rate in the provided space, shall have to be uploaded under **"Financial Document" indicating Price Breakup on GeM portal.**

iv) Bidders are advised to go through GeM GTC and uploaded bid documents thoroughly before creation of their bids. Bidders may contact the following in case of any query:

a. Mr. Bhavik Haresh Mody, Sr. Manager (Contracts & Purchase)

E-mail: bhavik_mody@oilindia.in

8.0 Amendments to the NIT after its issue will be published on GEM portal and OIL's website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on GEM Portal OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.

9.0 If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3 (three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced. In this regard, bidders to categorically fill up undertaking as per format provided vide Annexure-X and submit the same along with their bid.

10.0 The order of precedence of the documents in this tender document is as under:

- i) Bid Evaluation Criteria
- ii) Scope of Work / Special Conditions of Contract / Schedule of Rates
- iii) General Conditions of Contract
- iv) Instruction to Bidders
- v) GeM Terms and Conditions

11.0 OIL now looks forward to your active participation in the IFB.

Thanking you,

**Yours faithfully,
OIL INDIA LIMITED**

**(Bhavik Mody)
Sr. Manager (C&P)
For General Manager (C&P)
For Executive Director (RF)**

PART-1
INSTRUCTIONS TO BIDDERS

- 1.0 **Eligibility of the bidder:** The eligibility of the bidder is listed under BID EVALUATION CRITERIA (BEC) of the Bid document.
- 1.1 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.
- 2.0 **Bid Documents:** The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- a) Introduction to Services
 - b) Instructions to Bidders (Part-1),
 - c) Bid Evaluation Criteria (Part-2),
 - d) General Conditions of Contract (Part-3, Section-I),
 - e) Scope of Work (Part-3, Section-II)
 - f) Special Conditions of Contract (Part-3, Section-III),
 - g) Schedule of Rates (Part-3, Section-IV)
 - h) Declaration of Imports (Proforma-A)
 - i) Price Schedule Format, (Proforma-B)
 - j) Bid Form, (Proforma-C)
 - k) Statement of Compliance, (Proforma-D)
 - l) Bid Security Form, (Proforma-E)
 - m) Performance Security Form, (Proforma-F)
 - n) Sample Agreement Form (Proforma-G)
 - o) Proforma of Letter of Authority (Proforma-H)
 - p) Authorisation for Attending Bid Opening (Proforma-I)
 - q) Integrity Pact
 - r) Safety Measures description (Proforma-K),
 - s) Performance Security Form under PP-LC, (Proforma-L)
 - t) Provisions under PP-LC, (Proforma-M)
 - u) Certificate of Compliance of Financial Criteria (Proforma –N)
 - v) Proforma of Bank Guarantee towards Ultimate Parent/Supporting Company (Proforma –P)
 - w) General HSE Guidelines (Appendix-A)
 - x) Procedure for obtaining Labour Licence (Appendix-B)
 - y) Undertaking regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India (Appendix-C, C1, C2, C3, C4)
 - z) Undertaking of authenticity of information/documents submitted (Annexure-X)
 - aa) Format of Agreement between Bidder and Parent/Wholly owned Subsidiary Company (Attachment – I)
 - bb) Parent Company/Subsidiary Company Guarantee (Attachment – II)
 - cc) Format of Agreement between Bidder and Sister Subsidiary/Co-subsidiary Company and the Ultimate Parent/Holding Company of both the Bidder and Sister Subsidiary / Co-Subsidiary (Attachment –III)
 - dd) Corporate Guarantee (Attachment-IV)
 - ee) Checklist for Manpower and Equipment (Checklist-II)
 - ff) Other supporting Annexures & Appendices

- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.
- 2.2 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.
- 3.0 **Transferability of bid documents:**
- 3.1 Bid Documents are non-transferable. Bid can be submitted only by the bidder in whose name the Bid Document has been issued/registered.
- 3.2 Unsolicited bids will not be considered and will be rejected straightway.
- 4.0 **Amendment of bid documents:**
- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s).
- 4.2 The Addendum will be uploaded in GEM Portal. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the GEM portal for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.
- 5.0 **Preparation of Bids**
- 5.1 **Language of Bids:** The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 5.2 **Bidder's/Agent's Name & address:** Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.
- 5.3 **Documents comprising the bid:** Bids are invited in GEM portal shall comprise of the following components:
- (A) Technical Bid
- a) Complete technical details of the services offered.
 - b) Documentary evidence established in accordance with Clause 9.0.

- c) Original Bid Security.
- d) Proforma-A declaration without prices
- e) Copy of Bid-Form without indicating prices in Proforma-C.
- f) Statement of Compliance as per Proforma-D.
- g) Copy of Priced Bid without indicating prices (Proforma-B).
- h) Integrity Pact digitally signed by competent authority of Bidder.
- i) All other relevant Undertakings and Proformas as applicable as part of Bid.

Note: Please note that, no price should be mentioned in the “Technical Attachments” tab.

(B) Price Bid

Bidder shall quote their prices in the following Proforma available in GeM portal in the “Financial Attachments” Tab:

- a) Proforma-A declaration with prices
- b) Price-Bid Format as per Proforma-B
- c) Bid Form as per Proforma-C

The Priced Bid shall contain the prices in INR and any other commercial information pertaining to the service offered.

6.0 **Bid Form:** The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

7.0 **Bid Price:**

7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL’s E-Tender Portal under “Notes & Attachment” Tab. Prices must be quoted by the bidders as per the Price/Bidding format.

7.2 Prices 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 GST) including Corporate Income Tax, Personal Tax, and other Cess/levies payable by the successful bidder under the Contract for which this Bid 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 considering the quoted GST in the proforma. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 **Currencies of bid and payment:** Bidders can submit their bids in Indian Rupees only.

9.0 **Documents establishing bidder's eligibility and qualifications:** These are listed in BID EVALUATION CRITERIA (BEC) of the Bid document.

10.0 **BID SECURITY:**

10.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 10.10.

- 10.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the “Introduction to Services” and shall be in DD/FDR (account OIL INDIA LIMITED)/NEFT/RTGS/Electronic fund transfer to designated account of OIL/ Bank Guarantee (BG) in OIL's prescribed format as enclosed with the NIT vide Proforma-E or an irrevocable Letter of Credit (L/C) from any of the following Banks –
- (a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
 - (b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or
 - (c) Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.
- 10.3 Bank Guarantee issued by a Scheduled Bank on India at the request of some other Non-Schedule Bank of India shall not be acceptable.
- 10.4 The Bank Guarantee / LC shall be valid for the time as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.
- 10.5 Any bid not secured in accordance with sub-clause 10.2 above shall be rejected by the Company as non-responsive.
- 10.6 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 10.7 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of the Tender.
- 10.8 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Performance Security clause below is furnished.
- 10.9 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 10.10 The Bid Security may be forfeited:
- i) If the bidder withdraws the bid within its original/extended validity.
 - ii) If the bidder modifies/revises their bid suo-moto.
 - iii) If the bidder does not accept the order/contract.
 - iv) If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
 - v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.

- 10.11 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years or as deemed fit as per the prevailing Banning Policy of the Company (OIL).
- 10.12 The scanned copy of the original Bid Security submitted in the form of either Bank Guarantee or LC must be uploaded by bidder along with the Technical bid on the GeM portal. The original Bid Security shall be submitted by bidder to the office of GM-C&P, Oil India Ltd., Jodhpur-342005 in a sealed envelope before the Bid Closing date and time.
- 10.13 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.
- 10.14 The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

“The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

- (i) MT 760/MT 760 COV for issuance of bank guarantee.
- (ii) MT 760/MT 767 COV for amendment of bank guarantee.

[Tender Number should reflect in the SFMS text under MT 760/MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Swift Code- ICICINBBXXX, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under:

	Bank Details of Beneficiary	
A	Bank Name	ICICI BANK LTD.
B	Branch Name	DULIAJAN
C	Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602
D	IFSC Code	ICIC0000213
E	Unique identifier code (Field 7037) [Mandatory field]	OIL503988890
F	Company name	Oil India Limited
G	Swift Code	ICICINBBXXX

- 10.15 In case the contractor wishes to submit Bid security through NEFT/RTGS/Electronic Fund Transfer, the same is to be deposited in OIL's bank account mentioned hereunder:

Bank Name & Location : State Bank of India, Jodhpur
Account No. : 00000010827354741
IFSC Code : SBIN0000659
Account Type : Current Account

Note: **If the bid security is submitted through NEFT or RTGS mode, details such as UTR No., Tender No., Bidder's name & Deposited Amount etc. must be uploaded with the Unpriced Techno-Commercial Bid documents.**

11.0 **EXEMPTION FROM SUBMISSION OF BID SECURITY:**

- 11.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.
- 11.2 Micro or Small Enterprises (MSE) bidders are exempted from submitting Bid Security. Categorization and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES and its subsequent amendments.
- 11.3 The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE - Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:
i. Udyam Registration Number (URN) with Udyam Registration Certificate (URC)
- 11.4 In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.

12.0 **PERIOD OF VALIDITY OF BIDS:**

- 12.1 Bids shall remain **valid for 120** days from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the Bidder in their bid about the bid validity, it will be presumed that the bid is valid for 30 days from Bid Closing Date.
- 12.2 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 through Fax or e-mail. A Bidder may refuse the request for validity extension. A Bidder granting the request will neither be required nor permitted to modify their Bid.

13.0 **SIGNING & SUBMISSION OF BID:**

13.1 **Signing of Bid:**

- a. The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorization (as per Proforma-H) shall be indicated by written Power of Attorney accompanying the Bid.
- b. Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to

correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.

- c. Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

13.2 **Submission of Bid:**

The tender is processed on GEM portal. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through GEM portal within the Bid Closing Date & Time stipulated in the GeM tender. Vendors must use their GeM Seller ID and Password for participation in the tender. Vendors who do not have GeM Seller ID must register themselves as Seller in GeM Portal by visiting Government e-Marketplace Website - <https://gem.gov.in/>. Vendors may also refer to the Seller Help Document for participating in the tender which is uploaded under „For Vendors << GeM Tender“ in OIL’s Website. The URL for the same is provided below for ready reference:

<https://www.oil-india.com/pdf/Custom%20bid%20seller%20end.pdf>

The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the “IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder’s name and should be submitted to GM-C&P, Oil India Ltd., Rajasthan Field, OIL House, 2A, District Shopping Centre, Saraswatinagar, Basni, Jodhpur-342005, India before the scheduled bid closing date and time:

- a) Power of Attorney
- b) Original Bid Security
- c) Printed catalogue and literature if called for in the bid document.
- d) Any other document required to be submitted in original as per bid document requirement.

Documents sent through E-mail/Fax/Telephonic method will not be considered.

- 13.2.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-D of the bid document and the same should be uploaded along with the Technical Bid.

- 13.2.2 Timely delivery of the documents in physical form as stated in Para 13.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

- 13.2.3 Bids received through the GeM portal shall only be accepted. Bids received in any other form shall not be accepted.

- 14.0 **INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:** Not Applicable.

15.0 DEADLINE FOR SUBMISSION OF BIDS:

15.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.

15.2 No bid can be submitted after the submission deadline is reached. The system time displayed on the GeM portal shall decide the submission deadline.

15.3 The documents in physical form as stated in Para 13.2 must be received by Company at the address mentioned above on or before the scheduled Bid Closing Date and time. Timely delivery of the same is the responsibility of the Bidders.

16.0 **LATE BIDS:** Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

17.0 MODIFICATION AND WITHDRAWAL OF BIDS:

17.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the GEM portal. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.

17.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

17.3 No Bid can 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 and bidder shall also be debarred from participation in future tenders of OIL as per the Banning Policy of OIL.

18.0 **EXTENSION OF BID SUBMISSION DATE:** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.

19.0 BID OPENING AND EVALUATION:

19.1 Company will open the Technical Bids, including submission made pursuant to clause 15.0, in 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-I) 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. In technical bid opening, only "Technical Bid" will be opened.

19.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

19.3 Bids which have been withdrawn 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 digitally signed and whether the bids are generally in order.

- 19.4 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.
- 19.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 19.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid 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 Bid 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.
- 19.7 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.
- 19.8 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.
- 20.0 **OPENING OF PRICED BIDS:**
- 20.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 20.2 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.
- 20.3 Arithmetical errors will be rectified on the following basis:
"If there is a discrepancy between the Unit Rate and Total Amount (that is obtained by multiplying Unit Rate with Quantity), the unit rate shall prevail and the total amount shall be corrected accordingly. Similarly, if there is a discrepancy between words and figures, the amount quoted in words will prevail. If there is discrepancy between the percentage terms and calculated amount, the amount will be rectified by re-calculating the amount as per the percentage terms. Any

bidder who does not accept the said correction procedure, their bid will be rejected.” However, if the grand total value including GST evaluated in the price bid format and the “Offer Value” declared on GEM portal do not match, the value on GEM portal shall be considered as final and evaluation shall be done accordingly.”

21.0 **CONVERSION TO SINGLE CURRENCY:** Not Applicable.

22.0 **EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per **BID EVALUATION CRITERIA (BEC)** of the Bid Document.

22.1 **DISCOUNTS / REBATES:**

22.1.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.

22.1.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

22.2 **LOADING OF FOREIGN EXCHANGE:** Not Applicable.

22.3 **EXCHANGE RATE RISK:** Not Applicable.

22.4 **REPATRIATION OF RUPEE COST:** Not Applicable.

23.0 **CONTACTING THE COMPANY:**

23.1 Except as otherwise provided in Clause 19.0 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 19.5.

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

24.0 **AWARD OF CONTRACT**

24.1 **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, Company will notify the successful Bidder through GeM portal that its Bid has been accepted.

26.2 The notification of award will constitute the award of contract through GeM portal only.

27.0 **PERFORMANCE SECURITY:**

27.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 30 days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-F and must be in the form of a Bank Draft / Cashier's cheque / Banker's cheque* / NEFT/RTGS/Electronic fund transfer to designated account of OIL or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee from Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider.

27.2 Performance security as mentioned in Introduction to Services, Clause 2.0, point (j) of table, is applicable against this contract. The Performance Bank Guarantee shall be denominated in INR.

27.3 The Performance Bank Guarantee (as per Proforma-F) shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.

27.4 Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

Full address.

Branch Code.

Code Nos. of the authorized signatory with full name and designation.

Phone Nos., Fax Nos., E-mail address.

27.5 The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

27.6 Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee in OIL's office.

27.7 The bank guarantee issued by the bank must be routed through SFMS platform as per following details:

(i) MT 760/MT 760 COV for issuance of bank guarantee.

(ii) MT 760/MT 767 COV for amendment of bank guarantee.

[Tender Number should reflect in the SFMS text under MT 760/MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Swift Code- ICICINBBXXX, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under:

	Bank Details of Beneficiary
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A	Bank Name	ICICI BANK LTD.
B	Branch Name	DULIAJAN
C	Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602
D	IFSC Code	ICIC0000213
E	Unique identifier code (Field 7037) <i>[Mandatory Field]</i>	OIL503988890
F	Company name	Oil India Limited
G	Swift Code	ICICINBBXXX

27.8 In case the contractor wishes to submit Performance security through NEFT/RTGS/Electronic Fund Transfer, the same is to be deposited in OIL's bank account mentioned hereunder:

Bank Name & Location : State Bank of India, Jodhpur

Account No. : 00000010827354741

IFSC Code : SBIN0000659

Account Type : Current Account

27.9 The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period. The retention money recovered from running bills as part of the Performance Security shall also be released along with the PBG.

27.10 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.

27.11 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and debarment of the bidder for a period of two years automatically without conducting any enquiry.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and/or in the event of termination of the contract under provisions of Integrity Pact and/or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

28.0 **SIGNING OF CONTRACT:**

28.1 The contract shall be awarded through GeM portal only. All bid documents uploaded on GeM portal shall constitute the contract as per the GeM portal format.

- 28.2 The successful Bidder shall confirm their acceptance of the contract on GeM portal.
- 28.3 In the event of failure on the part of the successful Bidder to accept the contract, OIL reserves the right to terminate the contract issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default as per the Banning Policy of OIL.
- 29.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:** If it is found that a Bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and the party shall be banned for a period of 3 (three) years from the date of detection of such fraudulent act besides the legal action as per Company's Banning Policy.
- 30.0 **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.
- 31.0 **MOBILISATION ADVANCE PAYMENT:**
- 31.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation 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.
- 31.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 31.3 In the event of any extension to the mobilisation 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.
- 31.4 **INTEGRITY PACT:** OIL shall be entering into an Integrity Pact with the Bidders as per format uploaded on GeM portal. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the GeM portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the GeM portal will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.
- 31.5 OIL has appointed the following persons as Independent External Monitors (IEM) for a period of 3 (three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitor for any matter relating to the IFB at the following addresses:
1. Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC
E-mail: tmbhasin@gmail.com
 2. Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA
E-mail IDs: rpawar61@hotmail.com; ramphal.pawar@ips.gov.in

3. Shri Ajit Mohan Sharan, IAS (Retd.)
Former Secretary, Ministry of Ayush, Govt. of India
E-mail: ams057@gmail.com

32.0 LOCAL CONDITIONS:

It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

- 33.0 SPECIFICATIONS:** Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works/services to be executed under the contract.

- 34.0 VENDOR REGISTRATION ON GOVERNMENT E-MARKETPLACE (GEM):** Reference to OM No. 6/9/2020-PPD dated 24.08.2020 issued by Department of Expenditure, Ministry of Finance, it shall be mandatory for sellers providing goods and services to Central Government Organizations to be registered on GeM and obtain a unique GeM seller ID at the time of placement of order/contract.

- 34.1 View above, all bidders are advised to register themselves on GeM to participate against the tender.

- 35.0 General Health, Safety and Environment (HSE) aspects shall be as per the terms set forth in Appendix-A of the tender document.

- 36.0 Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971 shall be as per terms set forth in Appendix-B of tender document.

- 37.0 The User Manual provided on the GeM portal on the procedure How to create Response for submitting offer may be referred for guidance.

- 38.0 Document Verification:** Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify of various documents required against BEC/BRC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. RINA India Pvt. Ltd.	a. ssd@rina.org b. Andrea.Vattuone@rina.org
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. info@rcaindia.net
iii.	M/s. DNV Inspection India Pvt. Ltd.	a. amr.el-shirbini@dnv.com b. sherif.helmy@dnv.com c. raikar.rajesh@dnv.com
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. Jaimin.Bhatt@tuv-sud.in b. sanjaykumar.singh@tuv-sud.in c. Pankaj.Narkhede@tuv-sud.in d. Ajit.Yadav@tuv-sud.in
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. abhishek.singh@irclass.org b. pradeep.bansal@irclass.org c. Asim.Hajwani@irclass.org d. Amit.Ketkar@irclass.org e. industrial_services@irclass.org
vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	a. contact@gulflloyds.com b. bbhavsar@gulflloyds.com c. inspection@gulflloyds.com d. gulflloyds.india@gmail.com
vii.	M/s. TUV India Private Limited	a. salim@tuv-nord.com b. delhi@tuv-nord.com
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.Deotale@ind.tuv.com b. ravi.kumar@ind.tuv.com c. rupeshkumar.singh@ind.tuv.com d. Neeraj.Chaturvedi@ind.tuv.com
ix.	M/s. Bureau Veritas (India) Private Limited	a. udit.chopra@bureauveritas.com b. vishal.sapale@bureauveritas.com c. dinesh.sukhramani@bureauveritas.com d. p.sridhar@bureauveritas.com e. hariprasad.jhawar@bureauveritas.com f. amit.shaw@bureauveritas.com g. business.support@bureauveritas.com h. labhanshu.sharma@bureauveritas.com i. pramodkumar.yadav@bureauveritas.com j. sonal.lad@bureauveritas.com k. bvindia.corporate@in.bureauveritas.com

38.1 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.

- 38.2 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be normally considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within seven (7) days of actual bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within seven (7) days of actual bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.
- 38.3 The methodology of inspection/ verification of documents followed by the agencies is broadly as under but not limited to:
- 38.3.1 Oil India Limited will incorporate a relevant clause in the tender along with the list of empanelled inspection agencies where document verification pertaining to BEC/BRC of the tender is required. The prospective bidder will contact any of the empanelled inspection agencies against such tender. When prospective bidders approach any of the OIL's empanelled Inspection Agency, the agency will ask for the tender document and should go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. The inspection Agency shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. A copy of the Inspection Certificate shall be directly sent to the Concerned Tendering officer of OIL INDIA LIMITED, mentioned in the respective tender.
- 38.4 Verification of documents are normally categorised as under:
- i) General Requirement:
- Check Bidder's PAN Card
 - Check Bidder's GST Certificate
 - Check ITR of company – last three years (minimum)
 - Check Bidder's Certificate of Incorporation – Domestic Bidder.
- ii) Additional Documents : (If applicable against the tender)
- Joint Ventures Agreements – To Double-check with JV Partners
 - Consortium Agreements – To Double-check with Consortium Partners
 - Holding/ Parent/Subsidiary Company – To check the notarized Share Holding pattern
- iii) Technical Criteria
- Experience Proof –To check Original Work Order as per BEC /criteria
 - To check Company Name
 - To check Similar Work Definition against Work Order, Scope of work (JV or Consortium too)
 - To check the Execution period
 - To Check the Completion Certificates – Letter of Appreciations of proper Execution
 - Reference contact verification and true copy verification

- Match Original Work Order/Contract Copy with Soft Copies or notarized scan copies
- iv) Financial Criteria
 - Check Audited Balance Sheet – Turnover as per BEC along with the bidder's compliance with respect to the following clause:

Considering the time required for preparation of Financial Statements, if the last date of the preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year _____ (as the case may be) has actually not been audited as on the Original bid closing date as per format'.

- Check Net-Worth – as per BEC
- Check Notarization validity
- Check original audited Balance Sheet with scan copies.

To check the Line of Credit, if incorporated in the tender.

- 39.0 **COMPLIANCE OF OFFICE MEMORANDUM F.NO. 6/18/2019-PPD DATED 23RD JULY, 2020:** Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable. Bidders must submit duly sealed & signed undertaking as per format provided vide **Appendix-C, C1, C2, C3 & C4** (as applicable) along with the technical bid.
- 39.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- 39.2 Validity of Registration: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
- 39.3 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 39.4 "Bidder from a county which shares a land border with India "for the purpose of this Order means:
- a. An entity incorporated, established or registered in such a country; or

- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

39.5 The beneficial owner for the purpose of (iii) above will be as under:

39.5.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation:

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

39.5.2 In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership.

39.5.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

39.5.4 Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

39.5.5 In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

39.6 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

39.7 The successful bidder shall not be allowed to sub-contract any job related to the procurement (e.g. installation and commissioning, Annual Maintenance Contract etc.) to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

39.8 **COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly,

Section-3 of the Act. Any violation of the provisions of the Act shall attract penal action under the Act.

40.0 Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform

40.1 Based on the initiatives of Govt. of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS platform as a buyer.

i) MSE vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting charges, Interest on financing, or any other charges known by any name shall be borne by MSE vendor.

ii) MSE vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable law on a full indemnity basis.

iii) OIL shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information) whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

NOTE:

i) Buyer means OIL who has placed Purchase order / Contract on a MSE vendor (Seller).

ii) Seller means MSE Vendor who has been awarded Purchase order / Contract by OIL (Buyer).

END OF PART-1

PART-2: Bid Evaluation Criteria			
Clause No.	Clause	Confirmation / Compliance	Reference in terms of Page no., Annexure etc. of bidder's offer
	<u>GENERAL CONFORMITY:</u>		
1.0	The bid shall conform generally to the full scope of work, specifications and terms & conditions given in this Tender document without any material deviation. Bids will be rejected if the equipment and services offered do not conform to the required parameters stipulated in the tender. Notwithstanding the general conformity of the bid to the stipulated terms, conditions, specifications & scope of works, the following requirements shall have to be particularly met by the Bidders, without which the bids shall be considered as non-responsive and rejected.	Yes No	
	<u>ELIGIBILITY CRITERIA: (applicable in case of Indigenous tender)</u>		
2.0	<p>The bidder must be incorporated/registered in India and must maintain more than or equal to 20% local content (LC) for the offered services to be eligible to bid against this tender.</p> <p>Regarding calculation of local content and submission of documents during bidding, provision of Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoP&NG Order No. FP- 20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022, shall be applicable.</p> <p>Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:</p> <p>(a) The bidder must provide the specific percentage (%) of local content (not like more than or in range etc.) in their bid, without which the bid shall be summarily rejected being non- compliant.</p> <p>(b) The Bidder shall submit an undertaking from their authorised signatory having</p>	Yes No	

	<p>the Power of Attorney along with the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded [as per Format enclosed]. They shall also give details of the location(s) at which the local value addition will be made.</p> <p>(c) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the specific percentage of local content.</p> <p>(d) Bidder to submit a copy of their Certificate of Incorporation/ Registration in India.</p>		
3.0	<u>TECHNICAL EVALUATION CRITERIA:</u>		
3.1	<p><u>EXPERIENCE OF THE BIDDER</u></p> <p>(I) The Bidder should have minimum 2 years of experience in providing similar services i.e. Onland 2D and / or 3D seismic acquisition services during the last 7 (seven) years preceding the original Bid Closing date.</p> <p>In order to evaluate experience of minimum 02 years in the last seven years preceding the original Bid Closing date, the following shall be considered:</p> <p>a) At least one contract spanning through two different calendar years. OR</p> <p>b) At least two contracts in two calendar years.</p>	<p>Yes No</p>	

	<p>(II) The Bidder must have successfully executed at least one or multiple number of contract(s) of ONSHORE 3D Seismic Data Acquisition using VIBRATOR as source with minimum cumulative volume of 250 SQKM in last seven (07) years preceding the Original Bid Closing Date.</p> <p><u>Note for Clause no. 3.1(II) above:</u> The bidder who does not meet the past experience of minimum cumulative volume of 3D seismic survey as per 3.1(II) above can also be considered subject to meeting the following conditions:</p> <p>a) The Bidder must have successfully executed at least one or multiple number of contract(s) of ONSHORE 3D Seismic Data Acquisition using VIBRATOR as source with minimum cumulative volume of 200 SQKM in last seven (07) years preceding the Original Bid Closing Date.</p> <p style="text-align: center;">AND</p> <p>b) The Bidder must have successfully executed at least one or multiple number of contract(s) of ONSHORE 2D Seismic Data Acquisition using VIBRATOR as source with minimum cumulative volume of 250 LKM in last seven (07) years preceding the Original Bid Closing Date.</p>	<p>Yes No</p>	
	<p>(III) The Bidder must have successfully executed a single contract of ONSHORE 3D Seismic Data Acquisition with minimum quantum of 125 SQKM 3D during the last 07(Seven) years preceding the Original Bid Closing Date.</p> <p>Note for 3.1 (III): Conversion of 2D to 3D shall not be applicable against the clause 3.1(III).</p>	<p>Yes No</p>	
	<p><u>Notes to Clause 3.1:</u></p> <p>(i) To this effect (Clause 3.1), as part of their technical bid, the Bidder shall furnish statement as per ANNEXURE-I, in a tabular form for the last seven (7) years preceding the original Bid Closing date of the Tender. The Bidder must submit documentary evidence for their quoted experience as per ANNEXURE-I.</p>	<p>Yes No</p>	

	<p>(ii) The acceptable documentary evidence is Copy of Contract/Agreement/Work-Order clearly specifying the scope of work along with Completion-Certificate/ Performance-Certificate/ Experience-Certificate issued by the client with following details:</p> <p>(a) Duration of Contract (Start & End dates)</p> <p>(b) Contracted Volume of Job</p> <p>(c) Successfully accomplished Quantum of Work</p> <p>(d) Source Type (Explosive or Vibroseis)</p>		
	<u>Bid from Indian Joint Venture Company:</u>		
	<p>3.1.1.1 In case the bidder is Joint Venture Company, they must be registered in India and incorporated under the Companies Act 2013 and any amendment thereunder and shall comply to Clause No. 2.0 (in case of Indigenous tender). JV agreement along with the share holding pattern should be submitted failing which bid shall be outrightly rejected. They should meet the technical qualification requirements as under:</p>	Yes No	
3.1.1	<p>i) The JV on its own shall meet the experience criteria as per Clause No. 3.1. OR</p> <p>ii) Any member of the JV having a stake of at least 26% in the JV, on its own shall meet experience requirement as per Clause No. 3.1.</p> <p>Note:</p> <p>A) In case of (ii) above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno commercial bid stating that they shall maintain minimum 26% shareholding in the JV till the execution of the contract failing which bid shall be outrightly rejected. Similarly, under such a situation the contract shall be liable for termination, if already awarded.</p>	Yes No	

	<p>B) Experience of the JV or its member (as the case may be) relying on the experience of its supporting company/subsidiary/co-subsubsidiary/ sister subsidiary /parent/ holding/affiliating/ associate company or through any other arrangement like technical collaborator for meeting the technical criteria shall not be considered for evaluation.</p>		
	<p>3.1.1.2 Constitution of Joint Venture: The members of the JV should not be more than three. If after submission of bid, a JV leader effects any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the Joint Venture which had originally submitted the bid, the bid of such a JV shall be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.</p>	<p>Yes No</p>	
	<p>3.1.1.3 Members of the JV are not allowed to quote separately/independently / or through any other arrangement like part of any other JV/Consortium or Subsidiary/ Parent company/ co-subsubsidiary against this tender. All the bids received in such a case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.</p>	<p>Yes No</p>	
	<p><u>Bid from Parent/Subsidiary Company:</u></p>		
<p>3.1.2</p>	<p>3.1.2.1 Offers of those bidders (other than JV) who themselves do not meet the experience criteria as stipulated in clause no. 3.1 above can also be considered on the strength of its parent company, provided the bidder is a wholly owned subsidiary company of the parent company [supporting company] or parent company can also be considered on the strength of its wholly owned subsidiary [supporting company]. However, the parent/ subsidiary company (as the case may be) of the bidder must on its own meet the experience as stipulated in the BEC and should not rely on its sister subsidiary/co-subsubsidiary company or through any other arrangement like Technical Collaboration agreement for meeting the experience criteria.</p>	<p>Yes No</p>	

	<p>Note: Wholly owned subsidiary company referred to above should not have more than 2 shareholders of which one of the shareholders should only be a nominee of the Holding or Ultimate Holding company.</p>		
3.1.2.2	<p>In case of subsidiary company dependent upon the experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder should enclose a Parent/Subsidiary Guarantee (as per format enclosed) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid failing which the bid will be outrightly rejected. The subsidiary status/stake holding should not change during the execution of the contract (if awarded), otherwise the contract shall be liable for termination.</p>	<p>Yes No</p>	
3.1.2.3	<p>In case of situation mentioned in Clause No. 3.1.2.1 above, following conditions are required to be fulfilled/documents to be submitted:</p> <p>(i) Undertaking by Supporting Company to provide an additional Bank Guarantee (BG) (as per format and instructions enclosed), equivalent to 50% of the value of the Performance Security to be submitted by the bidding company in case the supported bidding company is the successful bidder. In cases where foreign based supporting company who does not have Permanent Establishment in India, the bidding company can furnish this additional BG on behalf of the supporting company in addition to their own Performance Security as per tender. In such case, bidding company shall furnish an undertaking that their foreign based supporting company / ultimate parent company is not having any Permanent Establishment in India in terms of Income Tax Act of India.</p>	<p>Yes No</p>	

	<p>(ii) Undertaking from the supporting company to the effect that in addition to invoking the Performance Security submitted by the Contractor, the additional BG provided by the supporting company shall be invoked by OIL due to non-performance of the Contractor.</p> <p>Note: Non submission of any of the above documents as elucidated above by the bidder will result in outright rejection of their bid.</p>		
	<u>EQUIPMENT & ACCESSORIES:</u>	Yes No	
3.2	<p>The minimum equipment, accessories and transport to be deployed by the bidder during the execution of the contract must meet or exceed minimum requirements as per ANNEXURE-II.</p> <p>a) The bidder can offer for maximum two (02) options for each of the Key Equipment listed in ANNEXURE-II. The bidder must provide supporting documents e.g., technical brochures, literature etc. along with the technical bid to assess the specifications of the equipment offered for each equipment type against the Equipment & Accessories (ANNEXURE-II). Bids shall be rejected if the equipment offered do not meet the specified technical specifications and vintage.</p> <p>b) The bidder shall undertake that:</p> <p>(i) The offered equipment meets the stipulated specifications as per Annexure-II of tender document & is capable to execute the intended services.</p> <p>(ii) The quoted nos. of each of the listed equipment are sufficient to accomplish the scope-of-work within stipulated contract schedule.</p> <p>(iii) In the event of award, the bidder will deploy the equipment offered in the bid (i.e., same makes & models).</p>		

	Note: With respect to the undertakings stipulated in Clause 3.2, the bidder shall submit ANNEXURE-III along with the bid. The bids with non- submission of ANNEXURE-III will be outrightly rejected.		
3.3	Bidders should submit an Undertaking that, their bid is compliant to Order No. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India.		
3.4	In case bidders intend to deploy expatriates for work, then bidders are required to submit an undertaking along with the Techno-commercial bid that they would obtain permission / Necessary clearance from Ministry of Home Affairs for all expatriates to be engaged for the work.		
4.0	FINANCIAL EVALUATION CRITERIA:		
4.1	Annual Financial Turnover from Operation of the Bidder during any of the last three (3) completed accounting years preceding the original Bid closing date must be at least INR 35.15 Cr. <i>[Annual Financial Turnover from Operation of the bidder shall mean - "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).]</i>	Yes No	
4.2	The Net Worth of the Bidder must be positive for the financial/accounting year preceding the original Bid closing date. <i>[Net worth shall mean - "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".]</i>	Yes No	
4.3	The Working Capital of the Bidder should be at least INR 7.03 Cr. for the accounting year preceding the original bid closing date. In case the Working Capital is less than above, the	Yes No	

	<p>bidder can supplement the same through line of credit from a scheduled commercial bank having net worth more than INR 100 crores as per enclosed format.</p> <p><i>[Working Capital shall mean “Current Assets minus Current liabilities” as per latest year’s audited annual Financial Statements.]</i></p>		
4.4	<p>If the Bidder is an Incorporated Joint Venture (JV) Company and does not meet financial criteria (BEC Clause Nos. 4.1, 4.2 & 4.3) by itself, it can submit the bid based on the financial strength of its JV member having more than 50% stake in the JV Company and the following need to be complied/submitted:</p> <p>(i) An undertaking from the Joint Venture partner, based on whose experience the JV seek financial qualification, shall be submitted with the techno commercial bid stating that they shall maintain minimum 50% shareholding in the JV till execution of the contract is accomplished.</p> <p>(ii) A certificate from the statutory Auditor of the JV company on the shareholding pattern of the JV.</p>	Yes No	
4.5	<p>In case, the bidder is a subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, the following needs to be complied/submitted:</p> <p>i) The parent/ ultimate parent / holding company (supporting company) should meet the Financial Evaluation Criteria stipulated in Clause Nos. 4.1, 4.2 & 4.3 above.</p> <p>ii) Corporate Guarantee (as per Format enclosed) on parent / ultimate parent / holding company’s (supporting company) letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project / job in case the same is awarded to them.</p>	Yes No	

	<p>iii) A certificate from the statutory Auditor of the bidding company as well as of the parent/ ultimate/ holding parent company (supporting company) to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.</p> <p>Note: The above certificate should not be more than 30 days old as on the original bid closing date.</p>		
4.6	<p>Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date /within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) and the Financial Statements of the preceding financial/ accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth & working capital of the previous financial/ accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the balance sheet/Financial Statements for the financial year _____ (as the case may be) has actually not been audited as on the Original bid closing date as per format.</p>	Yes No	
4.7	<p><u>Notes to Financial Evaluation Criteria:</u></p> <p>(i) For proof of Annual Financial Turnover from Operation, Net worth & Working Capital, any one of the following documents must be submitted along with the bid:</p> <p>(a) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover, Net worth & Working</p>	Yes No	

	<p>Capital as per format prescribed. Please note that mentioning of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued by Chartered Accountant w.e.f. 1st February, 2019.</p> <p>OR</p> <p>(b) Audited Balance Sheet along with Profit & Loss account.</p> <p>(ii) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p> <p>(iii) In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.</p>		
5.0	<p>COMMERCIAL EVALUATION CRITERIA</p> <p>The following vital commercial criteria should be strictly complied, failing which the bid will be rejected:</p>		
5.1	<p>Bids shall be submitted under Single Stage – Two Bid system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal/GeM Portal (as the case may be). The Un-priced techno-commercial bid (or Technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any other document as asked for in the bid document. There should not be any indication of price/cost component in the Technical bid; otherwise, the bid shall be rejected straightway.</p> <p>In case of OIL's e-Tender, the Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical RFx Response" Tab and Priced Bid as per PROFORMA-</p>	<p>Yes No</p>	

	<p>B uploaded in the “FINANCIAL DOCUMENTS” Tab.</p> <p>In case of GeM tender, bidders must fill the 'PRICE BID FORMAT (PROFORMA-B)' and compute all-inclusive (including GST) Bid Value. This all-inclusive (including GST) Bid Value is to be entered in the 'OFFER PRICE' field in the GeM portal. The duly filled Price Bid Format indicating the Unit Rates and GST rate in the provided space, has to be submitted by the bidders, at the designated place of the GeM Portal.</p> <p>Note: The breakup of the quoted / offered price, as per the prescribed Price Bid Format MUST NOT be uploaded with the technical bid; otherwise, the bid shall be rejected straightway.</p>		
5.2	Bidder shall offer firm prices. Prices quoted by the bidder must remain firm throughout the execution of the Contract (if awarded) and not subject to variation on any account whatsoever.	Yes No	
5.3	Bids should be valid for 120 days from Bid Closing date . Bid with shorter validity will be rejected as being non-responsive.	Yes No	
5.4	Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of GM- C&P, OIL at Rajasthan on or before 15:00 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement/ GeM portal (as the case may be) along with the Technical Bid. The amount of Bid Security shall be _____ . Bid without proper & valid Bid Security will be rejected.	Yes No	
5.5	The Integrity Pact must be uploaded in OIL's E-Procurement portal/ GeM Portal (as the case may be) along with the Technical Bid duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.	Yes No	
5.6	Bids received through the e-procurement portal/GeM Portal (as the case may be) shall only be accepted. Bids received in any other form shall not be accepted.	Yes No	
5.7	The bid documents are not transferable. Bid can only be submitted in the name of the BIDDER in whose name the User ID and Password have been issued by OIL/GeM (as the case may be). Unsolicited bids will not be considered and will be straightway rejected.	Yes No	
5.8	Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.	Yes No	

5.9	Bids shall contain no interlineations, erasures or over-writing except as necessary to correct errors made by bidders, in which case such corrections shall be initialed by the person(s) signing the Bid.	Yes No	
5.10	Any Bid containing a false statement shall be rejected.	Yes No	
5.11	The offers of the bidder indicating/disclosing prices in technical bid (un-priced) or at any stage before opening of price bid against the tender shall be straightway rejected.	Yes No	
5.12	<p>Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected.</p> <ul style="list-style-type: none"> (i) Bid Security Clause (ii) Performance Guarantee Clause (iii) Force Majeure Clause (iv) Tax Liabilities Clause (v) Arbitration Clause (vi) Acceptance of Jurisdiction and Applicable Law (vii) Liquidated damage and penalty clause (viii) Safety & Labour Law (ix) Termination Clause (x) Integrity Pact 	Yes No	
6.0	<p><u>PRICE EVALUATION CRITERIA</u></p> <p>The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Evaluation Criteria mentioned above will be considered for Price Evaluation as per criteria given below:</p>	Yes No	
6.1	The bidders must quote their charges/rates in the manner as called for vide “Schedule of Rates” under Section-IV and the summarized price schedule format vide enclosed PROFORMA-B . However, in case of GeM tender, the bidder must ensure that the total price (including all liabilities and GST) in the quoted Price Bid format (Proforma-B) must be equal to the total price in the “OFFER PRICE” field of GeM portal.	Yes No	
6.2	The quantities shown against each item in the "Price Bid Format (i.e. in PROFORMA-B)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the	Yes No	

	assumptions made in respect of the number of days/ parameters for various operations are only for the purpose of evaluation of the bid and the Contractor shall be paid on the basis of the actual number of days/parameter, as the case may be.		
6.3	The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and GST.	Yes No	
7.0	<u>GENERAL NOTES:</u>		
7.1	The Compliance Statement (as per enclosed format) clearly indicating “NIL Exception/Deviation” to Tender clauses should be uploaded along with the Technical bid.	Yes No	
7.2	To ascertain the substantial responsiveness of the Bid, the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected. Company is not obligated to seek any post-bid clarification. However, clarifications if decided to be sought at the option of Company, the same shall be limited to the original submissions only and no independent fresh submission shall be called for/permitted.	Yes No	
7.3	If any of the clauses in the BEC contradict with other clauses of tender document elsewhere, then the clauses in the BEC shall prevail.	Yes No	
7.4	Bid involving a party whose name is appearing in the prevailing list of banned/blacklisted vendors of OIL INDIA LIMITED shall be rejected outright.	Yes No	
7.5	Bids from such parties shall not be considered for award of contract but rejected outright, against whom restriction is imposed by Government of India (GOI) or due clearance is not granted by DGH/GOI. No correspondence whatsoever shall be entertained in this regard.	Yes No	
7.6	VERIFICATION AND CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD-PARTY INSPECTION AGENCIES (Not Applicable for tenders published in GeM):	Yes No	

7.6.1	<p>Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify various documents required against BEC/BRC of the tender:</p> <table><tr><th>Sl. No.</th><th>Name of Independent Inspection Agency</th><th>Contact E-mail ID</th></tr><tr><td>i.</td><td>M/s. RINA India Pvt. Ltd.</td><td>a. ssd@rina.org b. Andrea.Vattuone@rina.org</td></tr><tr><td>ii.</td><td>M/s. Dr. Amin Controllers Pvt. Ltd.</td><td>a. rkjain@rcaindia.net b. info@rcaindia.net</td></tr><tr><td>iii.</td><td>M/s. Germanischer Llyod Industrial Services GmbH (DNV GL- Oil & Gas)</td><td>a. mangesh.gaonkar@dnvgl.com</td></tr><tr><td>iv.</td><td>M/s. TÜV SÜD South Asia Pvt. Ltd.</td><td>a. jaimin.Bhatt@tuv-sud.in b. sanjaykumar.singh@tuv-sud.in c. Pankaj.Narkhede@tuv-sud.in d. Ajit.Yadav@tuv-sud.in</td></tr><tr><td>v.</td><td>M/s. IRCLASS Systems and Solutions Private Limited</td><td>a. abhishek.singh@irclass.org b. pradeep.bansal@irclass.org c. Asim.Hajwani@irclass.org d. Amit.Ketkar@irclass.org e. industrial_services@irclass.org</td></tr><tr><td>vi.</td><td>M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.</td><td>a. contact@gulflloyds.com b. bbhavsar@gulfllyods.com c. inspection@gulflloyds.com d. gulflloyds.india@gmail.com</td></tr></table>	Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID	i.	M/s. RINA India Pvt. Ltd.	a. ssd@rina.org b. Andrea.Vattuone@rina.org	ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. info@rcaindia.net	iii.	M/s. Germanischer Llyod Industrial Services GmbH (DNV GL- Oil & Gas)	a. mangesh.gaonkar@dnvgl.com	iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. jaimin.Bhatt@tuv-sud.in b. sanjaykumar.singh@tuv-sud.in c. Pankaj.Narkhede@tuv-sud.in d. Ajit.Yadav@tuv-sud.in	v.	M/s. IRCLASS Systems and Solutions Private Limited	a. abhishek.singh@irclass.org b. pradeep.bansal@irclass.org c. Asim.Hajwani@irclass.org d. Amit.Ketkar@irclass.org e. industrial_services@irclass.org	vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	a. contact@gulflloyds.com b. bbhavsar@gulfllyods.com c. inspection@gulflloyds.com d. gulflloyds.india@gmail.com	Yes No	
Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID																						
i.	M/s. RINA India Pvt. Ltd.	a. ssd@rina.org b. Andrea.Vattuone@rina.org																						
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iii.	M/s. Germanischer Llyod Industrial Services GmbH (DNV GL- Oil & Gas)	a. mangesh.gaonkar@dnvgl.com																						
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. jaimin.Bhatt@tuv-sud.in b. sanjaykumar.singh@tuv-sud.in c. Pankaj.Narkhede@tuv-sud.in d. Ajit.Yadav@tuv-sud.in																						
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. abhishek.singh@irclass.org b. pradeep.bansal@irclass.org c. Asim.Hajwani@irclass.org d. Amit.Ketkar@irclass.org e. industrial_services@irclass.org																						
vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	a. contact@gulflloyds.com b. bbhavsar@gulfllyods.com c. inspection@gulflloyds.com d. gulflloyds.india@gmail.com																						
7.6.2	<p>The Bidders have to get verified and certified the various documents required against BEC of the tender by any one of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-Party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and payments on account of above inspection, verification and certification shall be made directly by the Bidder to</p>	Yes No																						

	the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third-Party Inspection Agencies.		
7.6.3	As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per BEC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.	Yes No	
7.6.4	<p>The methodology of inspection/verification of documents is broadly as under but not limited to:</p> <p>(a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empaneled third-party certifying agencies for verification/ certification. Neither OIL nor the third-party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.</p> <p>(b) The prospective bidder shall contact any of the empaneled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification of documents by OIL's empaneled third-party agency shall not automatically make the bidder eligible for award of contract.</p>	Yes No	

	<p>(c) Verification of documents (but not limited to) are normally categorized as under:</p> <p>➤ General Requirement:</p> <ul style="list-style-type: none"> • Check Bidder's PAN Card • Check Bidder's GST Certificate • Check ITR of company • Check Bidder's Certificate of Incorporation – Domestic Bidder. <p>➤ Technical Criteria</p> <ul style="list-style-type: none"> • To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender. <p>➤ Financial Criteria</p> <ul style="list-style-type: none"> • To check the Line of Credit, if incorporated in the tender. <p>Notes:</p> <p>(i) Bidder's self-declared undertakings, Audited Balance Sheet & Profit-loss statement and/or CA certificate having UDIN are not required to be verified by the TPI agency. Similarly, if any document like LOI/LOA/Contracts etc. issued by Oil India Limited are submitted towards BEC experience criteria, such documents need not be verified by TPI agency.</p> <p>(ii) Undertaking from TPI Agency as per format enclosed should be submitted along with the Bid.</p>		
7.7	<p>CUSTOMS DUTY: In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty subject to conditions specified therein (Condition No. 48). However, Condition No. 48 along with List-33 of the said notification has been amended vide Customs Notification No. 02/2022-Customs dated 01.02.2022.</p> <p>Similarly, the domestic supply of such goods would attract concessional GST on submission of EC in terms of Gazette Notification No. No. 3/2017-Central Tax (Rate) dated 28.06.2017 (and as amended from time to time).</p> <p>Bidders shall take note of the prevailing customs notifications including the latest amendment</p>	Yes No	

	<p>vide gazette Notification No. 02/2022-Customs dated 01.02.2022 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-33 therein. Items of their import other than those appearing in List-33 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid. OIL shall issue the requisite undertaking/certificate on request from Contractor for availing concessional rate of customs duty only against the items explicitly covered under List-33 of Customs Notification No. 02/2022-Customs dated 01.02.2022 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. However, in the event of refusal/denial by Customs Authority to accord exemption/ concession of Customs Duty against import of items which are explicitly covered under List-33 of Notification No. 02/2022- Customs dated 01.02.2022, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.</p> <p>Similarly, the items other than those appearing in List-33 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof must be included by the bidder in their respective bid value. OIL will not issue any Undertaking/Certificate towards customs duty concession/exemption for those items (not included in List-33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free/concessional during the tenure of the contract, OIL will issue requisite Certificate/Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit must be passed on to OIL. Additionally, for all those items against which the bidder considers the Customs Duty on merit, the list specifying the Customs Duty Rate (percentage) may be furnished, so that subsequent increase/decrease in Customs Duty, if any shall be reimbursed/recovered by OIL as the case may be on documentary evidence.</p> <p>Bidders should submit the list of items which are to be imported for execution of the contract against this tender as per Proforma-A prudently along with their bid. Undertaking/Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provide the same are included in the Proforma-A submitted by the bidder.</p>		
7.8	<u>PURCHASE PREFERENCE CLAUSE:</u>		
7.8.1	<u>PURCHASE PREFERENCE TO MSE BIDDERS:</u> Purchase Preference to Micro and Small Enterprises is applicable against this tender.	Yes No	

	<p>7.8.1.1 Documentation required to be submitted by MSEs: Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16.06.2021 and No. CG-DL-E-19012022-232763 dated 19.01.2022 and CG-DL-E-06052022-235600 dated 06.05.2022 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES and any amendment thereof.</p> <p>Bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following documents along with the technical bid for availing the benefits applicable to MSEs:</p> <p>i) Udyam Registration Number with Udyam Registration Certificate</p> <p>Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed.</p>	<p>Yes No</p>	
	<p>7.8.1.2 Provisions such as seeking support from another company by way of Joint Venture, consortium bid, support from parent/subsidiary etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, bids submitted as JV or Consortium bids or supporting company, in order to avail the benefits reserved for MSEs (i.e. exemption from payment of EMD and purchase preference), the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirements including technical and financial evaluation criteria. In that case, all the members of the Consortium or bidder & Supporting Company should be eligible MSEs. Further, in case of bid from JVC (incorporated), in order to avail the above MSE benefits, the bidder i.e. JVC shall have to be MSE unit.</p>	<p>Yes No</p>	
<p>7.8.2</p>	<p>PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC): Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017- PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022, shall be applicable in this tender. Bidders to</p>	<p>MSME/ PPLC</p>	

	check the provisions of the Order for their eligibility to bid and seek benefits for Purchase preference, accordingly.		
7.8.3	Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match their rates with that of L-1 bidder for award of contract. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder for award of contract.	MSME/ PPLC	
7.8.4	Where MSE is already L-1 in the tender evaluation, contract shall be straightway awarded to L-1 MSE bidder, without considering any Purchase Preference for PPLC bidder.	Yes No	
7.8.5	In case L-1 bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder as per 'PPP for MSE-Order 2012'.	Yes No	
7.9	<u>COMPLIANCE OF THE COMPETITION ACT, 2002:</u> The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation of the provisions of the Act shall attract penal action under the Act.	Yes No	

PART - 3, SECTION - I
GENERAL CONDITIONS OF CONTRACT

1.0 APPLICABILITY, DEFINITION & INTERPRETATION

1.1 Applicability

All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC] and/or BEC/BRC. Furthermore, in the event if there is any conflict between the Principal text of the Agreement and the Appendixes, the Principal text will prevail.

1.2 Definition & Interpretation

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

1.2.1 COMPANY/OIL/Operator:

Shall mean Oil India Limited [OIL] a public sector undertaking, incorporated under COMPANY's Act 1956 having its registered office at Duliajan-786602, Assam, India and includes its successor and permitted assigns.

1.2.2 CONTRACTOR:

Shall mean the person or persons, firm or COMPANY or corporation incorporated in India or abroad, who has been awarded with the contract and includes contractor's legal representatives, his successors and permitted assigns.

1.2.3 Contract:

Shall mean a written agreement between the COMPANY and the CONTRACTOR for execution of the services/works including all contract documents and subsequent amendments, if any.

1.2.4 Site:

Shall mean the place in which the operations/services are to be carried out or places approved by OIL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

1.2.5 COMPANY's Site Representative/Engineer:

Shall mean the person or the persons appointed by the COMPANY from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

1.2.6 Sub-Contract:

Shall mean order/contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of COMPANY on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

1.2.7 Sub-Contractor:

Shall mean any person or firm or COMPANY (other than CONTRACTOR) to whom any part of the work has been entrusted by CONTRACTOR, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or COMPANY).

1.2.8 Contractor's Representative:

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the COMPANY as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

1.2.9 Contract Price/Value:

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted in tender and/or the contract rates as payable to the CONTRACTOR for the entire execution and completion of the services/works, including amendments/modification/change order issued by the COMPANY.

1.2.10 Firm price:

The prices will remain unchanged, except for statutory changes, during currency of the CONTRACT unless specifically agreed to in writing by COMPANY.

1.2.11 Service/Works/Operations:

Shall mean and include all items and things to be supplied/done and all work/Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract.

1.2.12 Equipment/Materials/Goods:

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the COMPANY for/under the CONTRACT and amendments thereto.

1.2.13 Drawings:

Shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto.

1.2.14 Specifications:

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the services and qualities of the service/materials to be provided under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

1.2.15 Engineer In-charge (EIC):

Shall mean the person designated from time to time by the COMPANY and shall include those who are expressly authorized by the COMPANY to act for and on its

behalf for operation of the contract.

1.2.16 Inspectors:

Shall mean any person or outside Agency nominated by COMPANY to inspect equipment, materials and services, if any, in the CONTRACT (stage wise as well as final) as per the terms of the CONTRACT.

1.2.17 Tests:

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT, considered necessary by the COMPANY or their representative to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

1.2.18 Approval:

Shall mean and include the written consent duly signed by COMPANY or their authorized official in respect of all documents, drawings or other particulars in relation to the CONTRACT.

1.2.19 Day:

Shall mean a calendar day of twenty –four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

Means any day which is not declared to be holiday by the COMPANY.

1.2.23 Bid/offer:

Shall mean the proposal/Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.

1.2.24 Guarantee:

Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT.

1.2.25 Mobilization:

Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.

1.2.26 De-mobilization:

Shall mean the removal of all items forming part of the mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant

notification from Customs Authorities.

1.2.27 Willful Misconduct:

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.

1.2.28 Gross Negligence:

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or unjustifiable indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

1.2.29 Criminal Negligence:

Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.

1.2.30 GST Legislations:

‘GST legislations’ means ‘any or all of the following legislations as may be applicable to the CONTRACTOR and OIL:

- (A) The Central Goods & Services Tax Act, 2017;
- (B) The Integrated Goods & Services Act, 2017;
- (C) The Union Territory Goods & Services Tax Act, 2017;
- (D) The respective State Goods & Service Tax Acts’
- (E) The Goods and Services (Compensation to States) Act, 2017
- (F) The Customs Act and the Customs Tariff Act.
- (G) Any other applicable Act related to GST

2.0 CONTRACT DOCUMENT:

2.1 Governing language: The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

2.2 Entire Agreement: The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.

2.3 Amendment in CONTRACT: No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR’s BID, forms of

acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

3.0 WAIVERS AND AMENDMENTS:

3.1 Waivers: It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

3.2 Change Program: It is agreed that CONTRACTOR shall carry out work in accordance with the completion program to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

4.0 CONTRACT TIMELINE:

4.1 Effective Date of Contract:

The contract shall become effective as of the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the effective date of contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

4.2 Date of Commencement of Operation:

The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision [Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.

4.3 Duration of the contract:

The contract shall be valid for a period as defined in the LOA and Special Conditions of Contract [SCC].

5.0 SCOPE OF WORK/CONTRACT:

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and Appendices.

6.0 GENERAL OBLIGATION OF CONTRACTOR:

CONTRACTOR shall, in accordance with and subject to the terms and conditions of this Contract:

6.1 Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.

6.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.

6.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being

necessary for the successful and timely completion of the work.

- 6.4 Comply with all applicable statutory obligations specified in the contract.
- 6.5 CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 6.6 CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.
- 6.7 CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.
- 7.0 **GENERAL OBLIGATION OF COMPANY:**
COMPANY shall, in accordance with and subject to the terms and conditions of this contract:
 - 7.1 Pay CONTRACTOR in accordance with terms and conditions of the contract.
 - 7.2 Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.
 - 7.3 Perform all other obligations required of COMPANY by the terms of this contract.
- 8.0 **DUTIES AND POWER/AUTHORITY:**
 - 8.1 **OIL's site representative/engineer:**
The duties and authorities of OIL's site representative/engineer are to act on behalf of OIL for:
 - (a) Overall supervision, co-ordination and Project Management at site.
 - (b) Proper and optimum utilization of equipment and services.
 - (c) Monitoring of performance and progress
 - (d) Commenting/countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
 - (e) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However, this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.

- (f) Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

8.2 CONTRACTOR's representative:

- (a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.
- (b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
- (c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
- (d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

9.0 Personnel to be deployed by contractor:

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

- 9.1 The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. 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. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.
- 9.2 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 field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.
- 9.3 However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.
- 9.4 CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

10.0 PERFORMANCE SECURITY:

- 10.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-F and must be in the form of a Bank Draft/Cashier's cheque/Banker's cheque*/ NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA

LIMITED) or irrevocable Bank Guarantee from Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider.

- 10.2 Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

Full address.

Branch Code.

Code Nos. of the authorized signatory with full name and designation.

Phone Nos., Fax Nos., E-mail address.

- 10.3 The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.
- 10.4 The Performance Security shall be denominated in the currency of the contract.
- 10.5 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.
- 10.6 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.
- 10.7 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.8 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

#Subject to credit in OIL's account within prescribed time

**The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 3 months.*

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and/or in the event of termination of the contract under provisions of Integrity Pact and/or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

- 11.0 **SIGNING OF CONTRACT:**

The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA as well as GCC & SCC as prescribed in the Tender, shall remain binding amongst the two parties. In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

12.0 CLAIMS, TAXES & DUTIES:

12.1 Claims:

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of COMPANY. COMPANY may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

12.2 Notice of claims:

CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

12.3 Taxes:

12.3.1 CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPANY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

12.3.2 Tax levied on CONTRACTOR 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.

12.3.3 CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.

12.3.4 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 in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income

etc. within the prescribed time limit to the appropriate authority.

- 12.3.5 Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.
- 12.3.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.
- 12.3.7 Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.
- 12.3.8 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.3.9 CONTRACTOR shall provide all the necessary compliances/invoice/ documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).
- 12.3.10 The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:
 - (i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR).
 - (ii) Name and Address and GST Registration Number of the Service Receiver (Address of OIL).
 - (iii) Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess).
- 12.3.11 In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.
- 12.3.12 The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.
- 12.3.13 OIL would not accept any invoice without its GSTIN mentioned on the invoice

Note: CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.

12.4 **Goods and Services Tax:**

- 12.4.1 "GST" shall mean Goods and Services Tax charged on the supply of material(s)

and services. The term “GST” shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as “IGST”) or Central Goods and Services Tax (hereinafter referred to as “CGST”) or State Goods and Services Tax (hereinafter referred to as “SGST”) or Union Territory Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import/ interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

12.4.2 Where the OIL is entitled to avail the input tax credit of GST:

OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

12.4.3 Where the OIL is not entitled to avail/take the full input tax credit of GST:

OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

12.4.4 The CONTRACTOR will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the CONTRACTOR shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/duties by the CONTRACTOR shall be to CONTRACTOR's account.

12.4.5 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

12.4.6 Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.

12.4.7 Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.

12.4.8 Claim for payment of GST/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

12.4.9 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

12.4.10 The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/E-way Bill, if applicable etc.

12.5 Anti-profiteering clause

12.5.1 As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.

12.5.2 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

13.0 CUSTOMS DUTY, IF APPLICABLE:

13.1.1 CONTRACTOR shall be responsible to import the equipment/tools/spares/consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.

13.1.2 CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.

13.1.3 Above clause is to be read with Customs Duty Clause in SCC, if any.

14.0 INSURANCE:

14.1 CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.

- 14.2 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 14.3 CONTRACTOR shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.
- 14.4 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 and to the extent of the liabilities assumed by Contractor under this Contract.
- 14.5 **Certificate of Insurance:**

Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:

- a) Kinds and amounts of insurance as required herein
 - b) Details of coverage
 - c) Insurance corporation or companies carrying the aforesaid coverage
 - d) Effective and expiry dates of policies
 - e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
 - f) Waiver of subrogation endorsement has been attached to all policies and
 - g) The territorial limits of all policies.
- 14.6 Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.
- 14.7 If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.
- 14.8 Contractor on demand from Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

CONTRACTOR shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR and its personnel as well deputed under this CONTRACT during the entire period of their engagement in connection with this CONTRACT including extensions if any. The CONTRACTOR shall also carry adequate insurance cover against damage/loss to third party person/property. OIL will have no liability on this account.

14.9 **Principal Assured**

The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance):

"Oil India Limited, and CONTRACTOR's name (as appearing in the Contract /LOA)".

14.10 **Waiver of subrogation:**

All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees".

14.11 **Deductible:**

The CONTRACTOR shall take policy with minimum deductible as per IRDA prescribed for the policy(ies). That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

14.12 **Compliance with Sec 25(1), of "The General Insurance Business (Nationalization) Act 1972"**

Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is reproduced below:

"No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government".

The above requirement of aforesaid Act needs to be complied with by the CONTRACTOR wherever the aforesaid provisions of Act apply, and compliance confirmations submitted.

14.13 **Loss Payee Clause:**

The Insurance Policies should mention the following in Loss Payee Clause:

"In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".

14.14 **On account payment to OIL in case of claim**

In case any loss or damage happen and where OIL's interest is involved, OIL reserves the right to recover the loss amount from the CONTRACTOR prior to final settlement of the claim.

14.15 **CONTRACTOR shall require all of its SUB-CONTRACTORS to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.**

14.16 **CONTRACTOR shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:**

- i) **Workman Compensation and/Employers' Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial 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.
- iii) **Comprehensive General Automotive Liability:** 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.
- iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of all CONTRACTOR's items to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- viii) **Any other insurance policy set forth in the SCC**

Note: An undertaking by the service provider has to be mandatorily provided during the Mobilization time that they have taken all the Insurance provisions as per the contract and as the Law and Insurance Regulation.

15.0 **LIABILITY:**

- 15.1 Except as otherwise expressly provided herein, 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.

- 15.2 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. 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.
- 15.3 The CONTRACTOR hereby agrees to waive its right of recourse and further 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 loss or damage to the equipment of the CONTRACTOR and/or its sub-CONTRACTORS and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.4 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 limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.5 Except as otherwise expressly provided herein, 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.
- 15.6 Except as otherwise expressly provided herein, 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.
- 15.7 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.

- 15.8 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.

16.0 **LIMITATION OF LIABILITY:**

- a) Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.
- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.
- c) COMPANY shall indemnify and keep indemnified CONTRACTOR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

17.0 **LIABILITY OF UNION GOVERNMENT OF INDIA:**

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to sue the Union of India as

to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

18.0 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.

19.0 RISK PURCHASE:

In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

20.0 INDEMNITY AGREEMENT:

20.1 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 or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

20.2 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 or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

21.0 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.

22.0 ROYALTY PATENTS:

Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods, which have not been imposed on the attending party by the terms of the contract or the specifications forming part thereof.

23.0 WARRANTY AND REMEDY OF DEFECTS:

23.1 CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.

23.2 Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilized from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

24.0 SUBCONTRACTING/ASSIGNMENT:

24.1 CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.

24.2 Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

25.0 RECORDS, REPORTS AND INSPECTION:

The CONTRACTOR shall, at all times during the currency of the contract, 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 each service item with major

items consumed, which shall be open at all reasonable times for inspection by the COMPANY's designated representatives and its authorized employees. The CONTRACTOR shall provide the COMPANY's 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 said services requested by the COMPANY whenever so requested. The CONTRACTOR shall not, without COMPANY's written consent allow any third person(s) access to the said information or give out to any third person information in connection therewith.

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

26.1 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, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:

- a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY; or
- b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.

26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.

26.3 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.

26.4 During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

However, the above obligation shall not extend to information which:

- i) is, at the time of disclosure, known to the public which CONTRACTOR shall immediately inform COMPANY;
- ii) is lawfully becomes at a later date known to the public through no fault of

- CONTRACTOR subject to CONTRACTOR's undertaking that no information has been divulged by them to the public;
- iii) is lawfully possessed by CONTRACTOR before receipt thereof from COMPANY which should be immediately informed to COMPANY;
 - iv) is developed by CONTRACTOR independently of the information disclosed by COMPANY which should be shared with the COMPANY;
 - v) CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY;

27.0 REMUNERATION AND TERMS OF PAYMENT:

- 27.1 COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- 27.2 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3 MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.
- 27.4 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.
- 27.5 INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.6 CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.
- 27.7 CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.
- 27.8 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9 COMPANY shall within 30 days of receipt of the invoice notify the 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 on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. 27.4 above.
- 27.10 The acceptance by CONTRACTOR of part payment on any billing not paid on or

before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.

- 27.11 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:
- a) Audited account up to completion of the Contract.
 - b) Tax audit report for the above period as required under the Indian Tax Laws.
 - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.
 - d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
 - e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice.

- 27.12 CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based upto 02 (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.
- 28.0 **PAYMENT OF COMMISSION/FEE/REMUNERATION OF INDIAN AGENT /CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):**

The Commission/fee/remuneration of the Indian agent/ consultant/ associate/ representative/retainer, if any, will be paid within 30 days of the payment of invoice made to the CONTRACTOR, The amount of commission/ fee/remuneration as a percentage of invoice value as per contract provisions will be deducted by COMPANY/OIL from the monthly invoices of the CONTRACTOR and paid to the Indian agent/ consultant/ representative/retainer/associate.

- 29.0 **DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI ETC.**

Wherever applicable, the CONTRACTOR (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers.

The CONTRACTOR shall be required to submit the following documents/details to the Corporation:

- (i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month,

details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).

(a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.

(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.

(ii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:

- 1) The furnished information is correct to the best of his knowledge.
- 2) In case any discrepancies or irregularities is/are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.
- 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
- 4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/Security Deposit may be withheld by OIL.

COMPANY may verify the deposit of statutory contribution made by the CONTRACTORs with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the CONTRACTOR, the COMPANY may verify the details/status of the payment towards EPF/ESI made by the CONTRACTOR from the authorities/official website of EPF/ESI (i.e. <http://www.epfindia.gov.in> and <http://www.esic.in>). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

30.0 **TIMELY MOBILISATION AND LIQUIDATED DAMAGES:**

- a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.
- b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an

ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.

- c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC) excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

31.0 **FORCE MAJEURE:**

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 term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared/undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

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

Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy-two) hours after its occurrence the 'force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period. [or exclusively mentioned in the SCC of the Contract]

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

If however, relative obligation of the party affected by such 'Force Majeure' is limited to part of the obligation(s), the contract shall not be terminated and the parties shall continue to perform their respective obligations, which are not affected by the 'force majeure' condition, provided the obligations affected by the 'force majeure' do not preclude the parties in performing the obligations not affected by such conditions.

32.0 SET-OFF:

Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the CONTRACTOR with OIL (or such other person or persons contracting through OIL).

33.0 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:

- 33.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference.
- 33.2 Defective work not remedied by CONTRACTOR.
- 33.3 Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.
- 33.4 Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the CONTRACTOR.
- 33.5 Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 33.6 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 CONTRACTOR, 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.
- 33.7 Withholding will also be effected on account of the following:

- i) Order issued by a Court of Law or statutory authority 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 are removed, payment shall thereafter be made for amounts so with-held.

33.8 COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY against 33.2, 33.3, 33.6 & 33.7 above.

34.0 **APPLICABLE LAWS:**

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 sole and exclusive jurisdiction of Courts situated in Jodhpur and Principal Bench of Jodhpur High Court.

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

The CONTRACTOR shall ensure full compliance of various Indian Laws and Statutory Regulations, as stated below, 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 1952
- b) The Oil Mines Regulations, 1984
- c) The Employees' Compensation Act, 1923
- d) The Code of Wages, 2019
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- f) The Employees Pension Scheme, 1995
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- i) Goods and Service Tax Act
- j) Customs & Excise Act & Rules
- k) Factories Act, 1948
- l) Industrial Disputes Act, 1947
- m) Payment of Gratuity Act, 1972
- n) Environmental Protection Act, 1986 & other pollution control Acts.

Note: The above Acts are only indicative and not exhaustive. The Acts shall include the rules and regulations framed thereunder.

35.0 **LABOUR LAWS:**

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there

under and the amount paid to them.

- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

36.0 **STATUTORY REQUIREMENTS:** During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment.

37.0 **GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:**

37.1 It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

37.2 It will be entirely the responsibility of the Contractor / his Supervisor / representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor / Junior Engineer for safe operation.

37.3 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

37.4 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

37.5 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

38.0 **POLLUTION AND CONTAMINATION:**

The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORS harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

- a) Damage to or loss of any reservoir or producing formation; and/ or
- b) Damage to or loss of any well; and/or
- c) Any other subsurface damage or loss; and/ or
- d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

39.0 STATUTORY VARIATION/NEWLY ENACTED LAW:

- 39.1 All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.
- 39.2 In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.
- 39.3 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion/mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.
- 39.4 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

- 39.5 Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
 - ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
 - iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
 - iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.
- 39.6 In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:
- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.
 - ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.
- 39.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.
- 39.8 Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.
- 40.0 **SEVERABILITY:**
- Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.
- 41.0 **Commission of misconduct/submission of fraudulent document by the bidder/contractor and Banning thereof:**
- The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy, 2017 besides making the CONTRACTOR liable for other penal action including

termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

42.0 SETTLEMENT OF DISPUTES:

42.1 Arbitration (Applicable for Suppliers/CONTRACTORS other than PSU and MSME):

1. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:
2. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
3. It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
4. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto INR 25.00 Lakh	Not applicable	Not applicable
Above INR 25.00 Lakh Upto INR 25 Crore	Sole Arbitrator	OIL
Above INR 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

5. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
6. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he

shall proceed de novo.

7. Parties agree and undertake that neither shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended).
9. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
 - (i) 20% of the fees if the claimant has not submitted statement of claim.
 - (ii) 40% of the fees if the pleadings are complete
 - (iii) 60% of the fees if the hearing has commenced.
 - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.

10. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule--- of the Act and such expenses shall be equally borne by the parties.
12. The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.
13. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
14. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

42.2 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

42.3 Arbitration (Applicable to Micro, Small and Medium Enterprise)

In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

42.4 Resolution of disputes through conciliation by OEC

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties

agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.

- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

42.5 **Exclusions**

Parties agree that following matters shall not be referred to conciliation or arbitration:

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings

with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.

- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.
- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.
- iv) Any claim which is less than Rs. 25 Lakh.

43.0 **COMPLETION OF CONTRACT:**

Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the contract or period of defect liability, as provided for under the Contract, whichever is later.

44.0 **TERMINATION:**

- 44.1 **Termination on expiry of the contract:** This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.
- 44.2 **Termination of contract for death:** If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.
- 44.3 **Termination on account of Force Majeure:** Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 above.
- 44.4 **Termination on account of insolvency:** In the event that the CONTRACTOR or its collaborator or its guarantor 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 or under the process of insolvency or liquidation, 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.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent

Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

- 44.5 **Termination for Unsatisfactory Performance:** If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of 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. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days' notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].
- 44.6 **Termination due to change of ownership and Assignment:** In case the CONTRACTOR's rights and/or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.
- 44.7 If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORS being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent non-performance, 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.
- 44.8 **Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- 44.9 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 Article from 44.1 to 44.8 and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.
- 44.10 **Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

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.

Demobilization charges shall not be payable by COMPANY in case of Article from 44.4 to 44.7.

45.0 TO DETERMINE THE CONTRACT:

In such an event the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

46.0 WITHOUT DETERMINING THE CONTRACT:

To take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

47.0 ERRING/DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

48.0 MISCELLANEOUS PROVISIONS:

48.1 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.

48.2 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.

48.3 During the tenure of the Contract, CONTRACTOR shall keep the site where the

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

- 48.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by the COMPANY.

END OF SECTION – I, Part – 3

Part – 3

SECTION – II

SCOPE OF WORK/TERMS OF REFERENCE/TECHNICAL SPECIFICATION

1.0 Introduction:

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

2.0 Scope of Work:

Oil India Limited (OIL), a Govt. of India Enterprise, presently engaged in exploration, drilling, production and transportation of hydrocarbons, proposes to acquire Seismic Data with Vibroseis as source in Baghewala area of Bikaner-Nagaur Basin in the state of RAJASTHAN, INDIA by hiring the services of reputed and competent Contractor/Service Provider having requisite infrastructure and relevant experience in different parts of the world of carrying out 3D Seismic Data Acquisition.

The total work programme is for:

- (i) 60 line kilometre (LKM) full fold (150) **2D seismic survey** over Baghewala structure.
- (ii) 265 square kilometres (SQ KM) full fold (110) 3D seismic data with bin size of 15m x 15m over the Baghewala PML and adjoining area.

The service provider shall deploy one (01) seismic crew, mobilize fit for purpose requisite technical resources along with experienced manpower & adopt terrain specific appropriate technology to meet the objective of the survey and complete the work strictly within the agreed time frame of **nine (09) months** to be reckoned from the commencement date (i.e. from the date on which the first regular production shot is accepted by Company under the contract). The service provider shall acquire 20 LKM 2D seismic data with the parameters given in **Table-02**. The remaining 40 LKM 2D shall be acquired on requirement basis and can be acquired during any point of the Contract period if OIL feels the requirement of the same, which is over and above the already acquired 20LKM 2D data. The payment for 2D acquisition shall be on actual quantum of data acquired. The service provider shall acquire 265 SQ KM full fold (Full Fold:110) 3D seismic data with parameters given in **Table-03**. The decision on order of acquisition of 2D seismic data or 3D seismic data lies with the Company.

3.0 Location, Boundary Corner Points & Logistics of the Block:

3.1 The corner co-ordinates of the **265 SQ KM full fold 3D block** to be acquired in Rajasthan, India are given below in Table-01:

Corner Co-ordinates for planned Baghewala 3D Block					
UTM 43N			WGS 84		
1	222405.27	3084687.17	1	27°51'29.5148"N	72°10'51.6723"E
2	220704.5	3086528.25	2	27°52'28.0001"N	72°09'48.0001"E
3	214460.91	3086469.1	3	27°52'21.3331"N	72°06'0.0000"E
4	214401.62	3083964.64	4	27°50'59.9999"N	72°06'0.0001"E
5	209475.06	3084082.24	5	27°51'0.0001"N	72°03'0.0000"E
6	209531.47	3086424.69	6	27°52'16.0700"N	72°02'59.9999"E
7	201972.5	3086360.5	7	27°52'7.9999"N	71°58'24.0000"E
8	192616.42	3079199.54	8	27°48'7.9999"N	71°52'49.0001"E
9	201893.68	3068887.67	9	27°42'40.8773"N	71°58'36.8333"E

Table-01: Corner Co-ordinates for planned Baghewala 3D Block

3.2 The **2D lines (full fold)** to be acquired in Rajasthan shall lie within the 3D block whose co-ordinates are mentioned in Table-01. Start and end co-ordinates of the 2D lines shall be finalised with prior approval from the Company.

3.3 A map showing the location of the survey area, the 2D lines and the 3D block to be acquired is shown in Figure-01 (APPENDIX-I).

4.0 Objectives of The Survey:

4.1 The primary target of the 2D seismic survey is the Upper Carbonate formation of Baghewala field. The base of the target Upper Carbonate formation is at around 1000m depth. The 2D lines shall be recorded with variable source parameters.

4.2 The primary producing sand of the Baghewala field is Jodhpur sandstone. Moreover, Upper carbonates layer also holds increasing interest in terms of its potential to produce hydrocarbons. The main objective of the 3D seismic survey is to acquire high resolution 3D seismic data to map and image the Jodhpur sandstone at around 1200m depth over the entire survey area, as well as the Upper carbonates to formulate an effective field development plan.

5.0 Climate:

District Jaisalmer has a very dry climate with very hot summer, cold winter and scanty rainfall. The climate is extremely hot during summer with maximum temperature up to 50°C and extremely cold during winter with minimum temperature reaching 1°C. The variation in temperature from

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

6.0 Communication:

The block falls in the district of Jaisalmer. The district head quarter is well connected by road and rail links. The nearest airport is at Jodhpur which has connectivity to Delhi and Mumbai. The distance from Jodhpur to Jaisalmer by road is about 300 Km.

7.0 Geology of the Area:

The Bikaner-Nagaur Basin located in the north-western part of the peninsular Indian Shield. Structurally, the Bikaner-Nagaur Basin is bounded in the east by Delhi-Aravalli folding, in the SSW by the Pokra-Nachna High separating it from the Jaisalmer Basin, and in the northeast by the Delhi-Sargoda Ridge. The basin slopes to the north and northwest, and merges with the Indus Shelf. The Bikaner-Nagaur Basin has a stratigraphic succession of sediments of Cambrian, Permo-Triassic, Mesozoic, Tertiary, and Quaternary age. The Lower Cambrian comprises sediments of the Marwar Supergroup, divided into the Jodhpur Formation (comprising predominantly sandstone interbedded with bands of shale and limestone), the Bilara-Hanseran Evaporite Group (comprising limestone dolomite-evaporite with thin bands of clay-shale), the Nagaur Formation (comprising argillaceous and arenaceous facies) and the Late Cambrian Upper Carbonate formation (comprising of Dolostone/ Limestone/ Evaporite). The structure of the block is characterized by faults with apparently normal displacements, with evidence for strike-slip movement. Major faulting appears to strike approximately NE-SW direction.

8.0 SEISMIC DATA ACQUISITION:

8.1 Service Provider shall with their personnel and equipment carry out Vibroseis Seismic Survey to acquire seismic data within the area tabulated above (Para 3.0) and as shown in the Figure-01. This includes DGPS surveying, Seismic recording, on-site field data processing, LVL, Up-hole survey and fixing of reference pillars in the specified areas. Service Provider will ensure quality control of the total operation, including the work done by sub-contractors, if any.

8.2 The service provider shall acquire the 2D seismic data with the parameters given in **Table-02** and 265 SQ KM full fold (110) 3D seismic data with parameters given in **Table-03** shall be acquired. The decision on order of acquisition of 2D seismic data or 3D seismic data lies with the Company.

8.3 Service Provider shall deploy state-of-the-art equipment and technology to perform the work and shall be fully responsible for execution of the work as specified in the Survey Operations plan that will be provided to and approved by the Company prior to the commencement of survey operations. Service provider must complete the work strictly within the agreed time frame

of nine (09) months to be reckoned from the commencement date (i.e. from the date on which the first regular production shot is accepted by Company under the contract).

8.4 In case of any additional requirement, Company may engage the successful bidder for the additional work with extension of contract period. The additional work will be carried out at a mutually agreed rates but not higher than the contract rate and terms and conditions of the contract.

8.5 The approximate increase / decrease in the job volume may be around $\pm 25\%$.

8.6 Service Provider shall carry out on site field quality Control (QC) processing for the Seismic Data acquired under the contract. Service Provider must use state-of-the-art Hardware & Software systems, which will be capable of handling full-fledged 2D & 3D Field QC Processing, checking the Geometry and generating stacks in any inline and cross line.

8.7 Objective of the Survey:

- The exploration objective of the Seismic Survey is to identify and image structural and stratigraphic prospects for drilling.
- The base of the targets Upper Carbonate formation is at around 1000m depth and the base of the target Jodhpur sandstone formation is at around 1200m depth in the block.
- The existing data indicates structural dips up to 4-8 degrees.

8.8 Topographic Survey:

8.8.A) Contractor shall fix approximately Fifty (50) Reference Points in the area, at locations to be approved by Company, using the Differential Global Positioning System (DGPS) with L1 and L2 modes. Contractor must supply co-ordinates with sub-decimetres accuracy for these locations. **The minimum standard of the pillars to be fixed has been illustrated in APPENDIX-II.** Service provider will take prior approval in writing for location of fixing Satellite Points/Reference Pillars in the area. The exact number of benchmarks /reference points will be mutually decided by Company and the Service provider. All these must be validated based on above DGPS observations. The survey accuracy should have sub-metre accuracy.

8.8.B) Service provider will carry out control survey and line survey operations using latest survey equipment such as DGPS, total stations, etc. with sub-metre accuracy from the planned lines.

8.8.C) The survey tolerance has to be checked (based on simulated line diagram and digital data to be provided by the Service provider), agreed and approved by Company prior to commencement of shooting on each line. Any re-survey and re-pegging, if required, will be carried out by the Service provider at his own cost & responsibility.

8.8. D) Contractor may be required to establish additional Benchmarks during the survey, if necessary, at his own cost.

8.8.E) Contractor will submit a comprehensive report mentioning the methodology of fixing Reference Points & Benchmarks, details of the Reference Points & Benchmarks, including sketch and the co-ordinates in the different systems as desired by the Company.

8.9 Method of Work:

8.9.A) Service Provider shall carry out seismic data acquisition employing state-of-the-art line telemetry /Cable less system with real time data acquisition and quality control and vibrator systems.

8.9.B) The data are to be recorded on IBM 3592 cartridge tapes in SEG-D or SEG-Y format. Service provider shall submit /deliver one (01) set of raw data in IBM 3592 (E07) cartridge and two (02) sets of raw data along with all the relevant ancillary data in two (02) separate SSDs to the Company representative.

8.9.C) Service Provider shall use the following field acquisition parameters given in Table-02 for the High-resolution close grid 2D seismic survey

Acquisition Parameters for High resolution close grid 2D in Baghewala Area				
Receiver Station Interval			5 m	
Source Station Interval			10 m	
Spread			300-300 symmetric split spread	
Nominal Fold			150	
Maximum In-Line Offset			1500 m	
Source Parameter				
Minimum Number of Vibrator fleet			02	
Sampling Interval			02 msec	
Record Length			04 sec	
Sweep Frequency*			08 Hz – 70 Hz	
Number of Vibrators per fleet: 01		No. of Sweeps / VP		
		03	04	05
	12 sec			

Sweep Length	14 sec			
	16 sec			
Number of Vibrators per fleet: 02		No. of Sweeps / VP		
		03	04	05
Sweep Length	12 sec			
	14 sec			
	16 sec			
<ul style="list-style-type: none"> Based on the experimental survey, the best combination of No. of Vibrators, No. of Sweeps & Sweep Length will be used for data acquisition in the area. *Sweep frequency may vary based on experimental survey. 				

Table-02: Acquisition Parameters for High resolution close grid 2D survey

8.9.D) Service Provider shall use the following field acquisition parameters given in Table-03 for the 265 SQKM full fold (110) 3D seismic survey.

Acquisition Parameters for 265 SQKM full fold (110) 3D in Baghewala Area				
Receiver Station Interval		30 m		
Source Station Interval		30 m		
Receiver Line Interval		150 m		
Source Line Interval		180 m		
Spread		60-60		
No. of Receiver Lines in Swath		22		
No. of Active Receivers per Line		120		
Total No. of Receivers in Template		2640		
In-Line Fold		10		
Crossline Fold		11		
Nominal Fold		110		
Maximum Minimum Offset		234.30		
Maximum Offset		2380.51		
Maximum In-Line Offset		1785		
Maximum Crossline Offset		1770		
Shot Density		185.18		
Aspect Ratio		0.88		
Source Parameter				
Number of Vibrators per fleet		03		
Minimum Number of Vibrator fleet		02		
Sampling Interval		02 msec		
Record Length		04 sec		
Sweep Frequency*		08 Hz – 70 Hz		
		No. of Sweeps / VP		
		04	05	06
Sweep Length	12 sec			
	14 sec			
	16 sec			

- Based on the experimental survey, the best combination of No. of Sweeps & Sweep Length will be used for data acquisition in the area.
- The seismic acquisition shall be single-line roll (swath-centred).
- *Sweep frequency may vary based on experimental survey.

Table-03: Acquisition Parameters for 265 SQ KM full fold (110) 3D seismic survey

8.9.E) Note on Acquisition Parameters:

i) Service provider shall prepare the pre-plots and pre-plan for any recovery source points required to achieve uniform sampling of offsets as far as possible and get it approved from the Company representative. Data acquisition parameters as indicated above are the minimum requirement of Company. Company desires to have symmetric sampling of offsets in each CDP bin as far as possible. Service provider needs to perform detailed simulation/modelling/raytracing for the profiles identified and submit their observations and suggestions to Company prior to the start of the survey.

ii) Work in the area will only start when Company advises service provider of the final acquisition parameters in writing.

8.9.F) **For the 265 SQ KM 3D seismic survey** the system of recording will be to deploy **two sets of three vibrators** along adjacent source lines in a flip-flop arrangement. Service Provider must deploy at least **eight (08) vibrators (minimum three per fleet and two in standby in good working condition) for the 3D seismic survey**. At all the times during field survey, all eight Vibrators must be in place in proper working condition.

8.9.G) For the **2D seismic survey** system of recording will be to deploy **two fleets having one vibrator per fleet or two fleets having two vibrators per fleet**. Actual number of vibrators per fleet will be decided based on experimental data.

8.9.H) Vibrator lines must be bulldozed, wherever required.

8.9.I) Service Provider needs to perform detailed simulation/modelling/raytracing for the 3D block / 2D lines and submit their observations and suggestions to Company prior to the start of the survey.

8.9.J) Service Provider shall carry-out DGPS surveying only, with accuracy of at least 0.2 m. The survey accuracy is to be checked based on line diagram and digital data provided by the Service Provider. This must be agreed and approved by Company prior to commencement of shooting of each Swath. Any re-survey work, if required, will be carried-out at Service Provider's own cost.

8.9.K) Service provider is required to provide accurate and model validated source, receiver statics model for the entire area by Acquisition & Interpretation of LVL and Uphole survey. Service provider will have to carry out total 200 numbers of shallow refraction or LVL and total 100 numbers of Uphole survey seeking prior approval from the Company as per individual LVL and Uphole grid. Up-hole survey should be carried out up to a depth of **80 m ± 10%**.

8.9.L) Service provider must Process & Interpret LVL and Uphole data and compute the field statics.

8.9.M) Work in the area will only start when Company advises Service Provider of the recording parameters in writing.

8.10 Work Completion Period for Data Acquisition:

8.10.A) Mobilization:

The service provider shall mobilize all required technical resources, vibrators, along with manpower and start the data acquisition in the area **within 30 days from issue of Letter of Award (LoA)** from the company. Obtaining clearance for Camp Establishment, Mobilization of Equipment & Manpower and permission to work in the area from different agencies of Government of India & Govt. of Rajasthan is the responsibility of the Service provider. Service Provider must apply for necessary clearances to the different agencies of Government of India & Govt. of Rajasthan pertaining to Camp Establishment, Mobilization of Equipment & Manpower, and Permission to work in Area immediately after intimation/receipt of Letter of Award (LOA) by Company.

Mobilization shall be deemed to be completed when all personnel, equipment, tools, consumables and field crew are mobilized and also the equipment are fully tested & calibrated and necessary pre-acquisition experimental work conducted as specified in scope of work and first regular production record is taken and accepted by the Company. The time spent on the pre-acquisition experimental work is inclusive in the above mobilization period. However, the actual time spent on this pre-acquisition experimental work will be paid as per rate quoted against "Cost for Experimental Recording" i.e., **Serial No. 2 of Price Bid Format (PROFORMA-B)**.

8.10.B) The period for the completion of the job will be counted from the time when the first acceptable production record is taken and certified by the Company representative as acceptable.

8.10.C) Data Acquisition of both the 2D and 3D Seismic data must be completed in **nine (9) months** from the date of completion of mobilization.

8.10.D) The period of Contract referred above are inclusive of national holidays, bad weather days, experimental workdays (other than the pre-acquisition experimental working days), camp shift days and production loss due to equipment failure or any other reasons under Service Provider's control.

8.10.E) Service Provider shall put all efforts to complete the seismic data acquisition in nine (09) months from the date of completion of mobilization. In the event of Service Provider's failure to complete the Seismic Data Acquisition of contractual volume within the time frame of nine (09) months, the Service Provider has to complete the remaining volume of jobs i.e. seismic data acquisition, LVL, Uphole survey and Reference Pillar Fixing with a penalty of 10% on the quoted rates for the remaining jobs. This penalty will be levied only on the remaining volume of jobs i.e. seismic data acquisition, LVL, Uphole survey and Reference Pillar Fixing after expiry of the stipulated time period of nine (09) months. In case of time loss due to military exercise in the block area, if any, duration of nine (09) months will get extended accordingly.

8.10.F) The additional quantum of work if arises as mentioned in Para 8.4 above, the same, shall be completed in extended period in proportionate to one (01) month for 60 LKM full fold 2D and eight (08) months for 265 Sq. Km. of 110 full fold Vibroseis 3D Seismic data. In case, the Service Provider fails to complete the extended volume of the job within the extended period, the Service Provider has to complete the remaining volume of jobs i.e. seismic data acquisition, LVL, Uphole survey and Reference Pillar Fixing with a penalty of 10% on the quoted rates for the remaining jobs. This penalty will be levied only on the remaining volume of jobs i.e. seismic data acquisition, LVL, Uphole survey and Reference Pillar Fixing carried out beyond such additional period.

8.10.G) However, if the need for additional quantum of work arises, the extension period for the additional quantum of work shall start only after completion of the original quantum of work, i.e. 265 Sq. Km. of 110 full fold Vibroseis 3D Seismic data and the actual quantum of 2D volume as decided by the company.

Note: This penalty is over and above the LD clause of the tender.

8.11 Personnel and Equipment:

Service provider shall deploy all personnel, equipment and facilities necessary for successful completion of the work and fulfilment of the Production Guarantee. The requirement of minimum equipment and minimum personnel is listed in **ANNEXURE-II & ANNEXURE-IV** respectively.

8.12 Experimental Programme:

- 8.12.A) All necessary experiment and other tests to determine optimum field parameters shall be performed prior to commencement of data acquisition. The tests shall be carried out as per the international practice in the Seismic Industry. It may be required to carry out certain field tests at the request of the Company. Any time spent on this, however will be paid on a pro-rata basis as experimental recording per day rate.
- 8.12.B) Service Provider shall provide at their own cost expert data acquisition staff for consultation in India, during the experimental trials at the beginning of the work, and subsequently during the course of work as and when required.

8.13 Data / Cartridge Liability:

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

9.0 Field QC Processing & Processing Deliverables:

9.1 Service provider shall provide industry standard seismic data quality control system including hardware infrastructure like core-based licensing capable of processing the data up to brute stack for respective crew at camp site. The system should have the capability to generate seismic coverage maps with user selectable acquisition attributes like Foldage, offset distribution, etc.

9.2 Service provider shall ensure that sufficient computation facilities for handling large no of traces, industry standard seismic data processing software and experienced personnel shall be deployed to perform field QC Processing tasks.

9.3 For QC purposes, daily acquired data shall be added to the main data volume for its updation and for processing in order to know the shortfall of fold and missing offsets in subsurface coverage points (CMP Bin). A soft copy of the full length of brute stack sections (industry standard scale)

shall be generated for display of selected In lines & Crosslines with QC processing flows like geometry merge, RMS amplitude displays, bad trace detection, noise analysis panels, computation of statics solution, position data and statics solution merged as specified by the Company representative. Company representatives shall have access to the QC processing system for any QC checks or verification.

9.4 Service provider shall show the processed CMP gathers of updated data volume to OIL representatives to let them be apprised that the missing offsets and shortfall of fold are compensated.

9.5 Service provider shall do first break picking of each shot gathers. With this single pass refraction statics need to be computed. Then the computed refraction statics along with field statics need to be incorporated during generation of field stacks. The first break picking files, intermediate deliverables along with velocity files during field processing shall be submitted to company along with seismic data deliverables.

9.6 Service provider shall provide facility for playing back the recorded data, to facilitate offline QC of seismic and survey data.

10.0 Deliverables and Schedule of Performance:

10.1 Service Provider shall maintain their equipment in perfect working condition and shall submit to Company Daily, Weekly and Monthly Reports of the performance of the equipment and the field status. Service Provider shall have the facility and capability to provide their performance reports at the site. If Company Representative determines that the Work or equipment is not within Contractual specifications, Service Provider shall suspend the operations until Company Representative is satisfied that the Work and equipment meets the required standards. No payment shall accrue to Service Provider during the period in which work is suspended as aforesaid.

10.2 Service Provider shall submit a detailed report on the results of Experimental Trials and selection of the field parameters within 48 hours of the completion of the experimental work. Seismic production recording will not start until Company advises Service Provider of the Production Parameters in writing.

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

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

10.5 Reports and Deliverables:

10.5.1 Service Provider shall submit the following reports as mentioned:

10.5.1.1 Daily Report consisting of:

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

10.5.1.2 Weekly Report consisting of:

- Weekly and Cumulative progress of the survey in the 3D block, % of total planned in the 3D block of survey.
- Weekly and Cumulative progress of recording, cumulative progress in the 3D block, % of total planned in the 3D block.
- Weekly and Cumulative progress of LVL survey, cumulative progress in the 3D block, % of total planned in the 3D block.
- Weekly and Cumulative progress of Up-hole survey, cumulative progress in the 3D block, % of total planned in the 3D block.
- Quality Control including stacks generated – in A4 size.
- Weekly and Cumulative report on fixing of Benchmarks, Cumulative progress in the 3D block, % of total planned in the 3D block.
- Maps in A3 size, showing the weekly and cumulative progress of the following:
 - Map 1 - Survey
 - Map 2 - Recording
 - Map 3 - LVL Survey
 - Map 4- Up-hole Survey
 - Map 5 - Fixing of Benchmarks
- Summary of data transmitted to Company

- Summary of Health, Safety & Environment and Security related issues and their status and actions taken/to be taken.
- Report on Crew change.
- Report on correspondence with district authorities.
- Report on the consumption of the consumables.
- Report on Import/Export of the material/consumables.

10.5.1.3 **Monthly Report consisting of:**

- Monthly and Cumulative progress of survey in the 3D block, % achieved of total planned in the 3D block.
- Monthly and Cumulative progress of recording in the 3D block, % achieved of total planned in the 3D block.
- Monthly and Cumulative progress of LVL, % achieved of total planned.
- Monthly and Cumulative progress of Up-hole, % achieved of total planned.
- Quality Control reports and seismologist reports.
- Quality control including stacks generated – in A4 size.
- Summary of data transmitted to Company.
- Intersection information with survey and statistics mismatch, if any.
- Monthly and Cumulative progress on fixing of Benchmarks, cumulative progress in the 3D block, % of total planned in the 3D block.
- Cumulative progress on fixing of Benchmarks against the contract, % of total planned against the Contract.
- Figures of Benchmarks established with co-ordinates and sketches with local cultural information.
- Maps in A3 size showing the monthly & cumulative progress of the following:
 - Map 1 - Survey
 - Map 2 - Recording
 - Map 3 - LVL Survey
 - Map 4- Up-hole Survey
 - Map 5 - Fixing of Benchmarks
- Summary of Health, Safety & Environment and Security issues, status, statistics and remedial actions taken.
- List of visitors.
- List of all personnel (Foreign & Indian), equipment available and working.
- Report on Crew change.
- Report on correspondence with district authorities.
- Report on the consumption of the consumables.
- Report on Import/Export of the material/consumables.

10.5.1.4 **Final Operational Report:** Service Provider will submit three (3) hard copies and three (3) soft copies on CDs of final Operational report. Service Provider will submit a draft copy of the report within fifteen (15)

days of completion of the data acquisition in the block. The Final Report to be submitted within seven (7) days of receipt of the draft report by the Company incorporating Company's views/suggestions on the draft report. Report must include:

- Review of the geophysical objectives and success of the project in meeting the objectives
- Field experiment procedure and results
- Recording parameters
- QC during data Acquisition
- Sample field record, refraction profiles
- Base Map, Coverage Map, Full fold Coverage map, LVL, Uphole & location map, Reference Pillar map (A4 size)
- Quality Control including stacks generated – in A4 size (every 100th Inline and 100th Cross line of the total volume)
- Survey production statistics
- Statistics viz. Offset Distribution, Azimuth Distribution
- Report on Crew change
- Report on correspondence with district authorities
- Summary of data transmitted to Company
- Number of Benchmarks established with co-ordinates and sketches with local cultural information
- Summary of Health, Safety & Environment and Security issues, status, statistics and remedial actions required.
- List of visitors
- Mobilization and Demobilization schedule and performance
- Consumption of the consumables
- Import/Export of the material/consumables
- Conclusions and Recommendations

10.5.1.5 Final Topographical Survey Report: Service Provider will submit three (3) hard copies and three (3) soft copies on CDs of final Topographical Survey Report. Service Provider will submit a draft copy of the report within fifteen (15) days of completion of the Block. The Final Report to be submitted within seven (7) days of receipt of the draft report incorporating Company's views/suggestions on the draft report. Report must include:

- Topographical survey Methodology.
- Parameters used in the Survey.
- Equipment used in the Topographical Survey.
- Personnel involved in the Topographical survey.
- Methodology and parameters used for co-ordinate transformation.
- Network Survey.
- Quality control measures for the Topographic Survey.
- Statistics of the Topographic Survey.
- Statistics of all the reference pillars/control points which were fixed/used during the course of the Survey.
- Line sketches

- Sketch diagram of all the reference pillars and control points.
- Base Map, LVL Location map, Up-hole location map, Reference pillar map (1:50,000 scale).
- Conclusions and Recommendations.

10.5.1.6 Final Acquisition Report: Service Provider will submit three (3) hard copies and three (3) soft copies on CDs of final Acquisition report. Service Provider will submit a draft copy of the report within fifteen (15) days of completion of the data acquisition in the Block. The Final Report to be submitted within seven (7) days of receipt of the draft report incorporating Company's views/suggestions on the draft report. Report must include:

- Review of the geophysical objectives and success of the project in meeting the objectives
- Field experiment procedure and results
- Recording parameters
- Equipment used in seismic data Acquisition
- Pre-Acquisition Planning
- QC in Field during data Acquisition
- Post-Acquisition QC
- Statistics Calculation Methodology
- Statistics of all the LVL Profiles, Data of all the LVL
- Statistics of all the Up-hole profiles, Data of all the Up-hole
- Plots of all LVL interpretation (A4 size)
- Plots of all Up-hole interpretation (A4 size)
- Field QC Processing
- Processing Flow
- Plots for the QC Check and Parameter selection of QC Processing.
- Quality Control including stacks generated – in A4 size (every 50th Inline and 50th Cross line, Time Slice every 200ms of the total volume).
- Statistics viz. Offset Distribution, Azimuth Distribution
- Details of the delivery of the seismic & survey data (Tape List, CD list etc.)
- Base Map, Coverage Map, Full fold Coverage Map, Offset Distribution Map, LVL Location Map (A4 size), Up-hole Location Map (A4 size)
- Base Map, Coverage Map, Foldage Maps, LVL Location Map, Up-hole Location Map (1:50,000 Scale)
- Conclusions and Recommendations

10.5.2 Service Provider shall submit the Seismic & Survey data as per the delivery schedule mentioned below:

Srl. No.	Item	Media (Copies)	Remarks
1	Raw Seismic Data	IBM 3592 tape	Within 10 days of completion of the

		(2)	2D line and 3D swath
2	SPS files, observer's reports with shot-receiver geometry, statics, skip-recovery, edits, recording parameter, LVL profiles, Up-hole data in a format acceptable to Company.	USB drives (2)	Within 10 days of completion of the 2D line and 3D swath
3	Survey data in UKOOA, ASCII format along with LVL and Up-hole survey locations. Soft copy of base maps showing cumulative progress of Recording, Survey, LVL, Up-hole, fold coverage map, LVL location Map, Up-hole location Map.	USB drives (2)	Within 10 days of completion of the 2D line and 3D swath
4	a) Raw Seismic Data b) SPS files, observer's reports with shot-receiver geometry, statics, skip-recovery, edits, recording parameters, LVL profiles, Up-hole profiles in a format acceptable to Company. c) Survey data in UKOOA, ASCII format d) Maps in PDF: Base maps, fold coverage map, LVL location map, Up-hole location map, Reference pillar map e) Tape List	SSD (1)	Within 10 days of completion of the 2D line and 3D swath
5	a) SPS files (r, s, x Files) with shot & receiver statistics b) Observer's report c) Recording Parameter d) Header information of Seismic Data e) Skip/Recovery Information f) LVL Profiles/Statistics g) Up-hole Statistics h) Survey data of Shot & Receiver in UKOOA & ASCII Format i) Final Maps in PDF format (In 1:50,000, 1:100,000 & 1:250,000) <ul style="list-style-type: none"> - Base Maps - Fold coverage map - LVL location Map - Up-hole location Map 	USB drives (2)	Within 10 days of completion of the 2D survey and 3D block

	<ul style="list-style-type: none"> - Reference pillar map j) Reports <ul style="list-style-type: none"> - Weekly reports - Monthly reports - Final Operational report - Final Topographical Survey - Final Acquisition Report - Tape List 		
6	a) Raw Seismic data of the entire block b) SPS files (r, s, x Files) with shot & receiver statistics c) Observer's report d) Recording Parameter e) Header information of Seismic Data f) Skip/Recovery Information g) LVL Profiles/Statistics h) Up-hole statistics i) Survey data of Shot & Receiver in UK00A & ASCII Format j) Final Maps in PDF format (Scales : 1:50,000, 1:100,000 & 1:250,000) <ul style="list-style-type: none"> - Base Maps - Fold coverage map - LVL location Map - Up-hole location map - Reference pillar map k) Reports <ul style="list-style-type: none"> - Weekly reports - Monthly reports - Final Operational report - Final Topographical Survey Report - Final Acquisition Report - Tape List 	SSD (2)	Within 15 days of completion of the 2D survey and 3D block
7	Maps-soft copies in mutually agreed two different Scale <ul style="list-style-type: none"> -Base Map -Coverage map -Location map LVL -Location map Uphole -Reference pillar map (Scales: In mutually agreed two different Scale) Format: .shp file/.kmz file	USB drives (2)	Within 15 days of completion of the 2D survey and 3D block
8	a) Geometry Applied Seismic data of the entire block in std. SEG Y format	IBM 3592 Tape	Within 15 days of completion of the 2D survey and 3D block

		(2) and SSD (1)	
9	a) Final Geometry Files in ASCII b) Final Trace kill table c) First Break pick file d) Final Velocity e) Final Brute Stack 2D Profile & 3D Volume in Std. SEGY format	USB drives (2)	Within 15 days of completion of the 2D survey and 3D block

Note:

- i. Project data delivery format as per OIL's Standard Operating Procedures which will be shared with successful bidder prior to mobilization.
- ii. Two SPS file will be submitted separately one with all accepted shots and second with all accepted & rejected shots.

11.0 Bad Records:

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

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

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

11.2 Service Provider will carry out vibrator similarity tests minimum twice a day.

11.3 Service Provider will make all necessary arrangements for the noise free spread during 3D Seismic data Acquisition.

12.0 Equipment Test and Calibration:

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

12.2 A set of Start-up and monthly tests specified by the manufacturer shall be conducted prior to the commencement of survey and at monthly intervals. These tests shall be evaluated and result of the same should be given to Company's representative within 24 hours of the test carried out.

12.3 Equipment calibration of all systems is Service Provider's responsibility. A complete calibration shall be carried out at the start of the survey and as and when required. Documentary evidence of the calibrations shall be made available to Company representative.

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

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

13.0 Quality of Work:

13.1 Service Provider shall carry out the work in a professional manner and warrant that the field and ancillary data produced shall conform to the required specifications defined in the Contract. Should field and ancillary data not conform to the contract specifications, Service Provider will undertake to re-perform that part of the services at their own expense. Company's standard for the performance shall be the one accepted by the international standard of the Geophysical Industry.

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

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

14.0 Obligation of Service provider:

14.1 Service Provider at their cost shall arrange the import clearance of all equipment, spare parts, consumable etc. from customs and port

authorities in India. Customs duties, if any, shall be borne by Service Provider. Company shall provide all reasonable assistance viz. Any demurrage in this process will be at Service Provider's cost. Service Provider's request for any documentary assistance from Company shall be made well in time. For this purpose, Service Provider should submit the duly authenticated import invoice highlighting the items with CIF value required to be imported in connection with survey work.

14.2 Service Provider shall arrange for inland transportation of all equipment etc. from the port to the place of work and back at the end of the work at their own expense.

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

14.4 Service Provider shall use cartridge tapes tested for zero error.

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

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

14.7 Service Provider, at their own cost, shall arrange two (2) numbers of 4 x 4 wheel drive air-conditioned vehicles in good condition exclusively for use of Company representatives in the field. Service Provider will also provide a separate vehicle for OIL's crew change, liaison jobs etc. Vehicles must be provided with driver, fuel, maintenance, repairs etc. for seismic work supervision. The vintage of these vehicles should not be more than 2 years. These vehicles must have mobile radio to communicate with base camp or field sites. The camp site should be nearer to operational area.

14.8 During data acquisition, Service Provider shall ensure minimum eight (8) working hours work on each working day excluding travel time. Two days in a calendar month are allowed for maintenance of equipment, if desired, by Service Provider, but no payment will be due for the same and this cannot be carried forward to next months.

14.9 Service Provider shall keep their equipment and accessories used in seismic data acquisition on good working order and shall begin the survey with adequate supply of spares for the equipment.

14.10 Service Provider shall arrange drinking water and its transportation to the camp site/field at their own cost.

14.11 In case Service Provider imports equipment on re-export basis, they must ensure for re-export of the equipment and all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required.

14.12 Any other works required for efficient and successful execution of work shall be carried out by Service Provider except those enumerated under the obligations of Company defined in A14.0 of this Section.

14.13 Service Provider shall use latest versions of all software packages (viz. acquisition, field processing, simulation, survey etc.) during the period of the contract. All the necessary Radio Licenses for shooting, communication etc. will be obtained by the Service Provider. However, the Company will provide all reasonable administrative helps/letters.

14.14 Service Provider shall furnish the list with Bio-Data of key personnel proposed to be deployed prior to the commencement of work. The Bio-Data shall include the name, nationality, qualification, experience and passport details of the personnel.

14.15 Service Provider will inform Company fifteen days in advance regarding the crew change during the execution of this contract.

14.16 Service Provider's key technical personnel and expatriate must be proficient enough to communicate in English.

14.17 Service Provider's personnel must be sound enough to provide the above services in international standard, failing which Company reserves the right to ask for removal of any personnel (at Service Provider's cost) with 24 hours' notice.

14.18 All claims, if any, for the loss or damage to standing crops, land/property etc. resulting directly from operations under the contract will be borne and paid by Service Provider.

14.19 The main recording equipment should be housed in a properly insulated, air-conditioned cabin, mounted on a truck. The truck should be capable of moving in sand dune areas.

14.20 Security of fly/base camp, field seismic operations etc. will be the responsibility of the Service Provider.

14.21 Service Provider should ensure proper coupling of the vibrator plates with ground during vibrations. Any material required for obtaining proper coupling will be borne by the Service Provider. Service Provider must ensure that all geophones planted at least 0.5 ft below ground in each line.

14.22 Service Provider shall keep their equipment in good working condition and shall begin the survey with adequate supply of spares for the equipment.

14.23 Service Provider shall make necessary arrangement for supply of electricity, high speed internet and medical facility etc. at camp/site at their own cost including for OIL representatives.

14.24 Service Provider shall keep all the recorded data in an air-conditioned room free from dust and hand over to Company approximately on fortnightly basis at Project office.

14.25 Service Provider shall provide necessary safety cloth, appliance etc. to all seismic field personnel engaged in above field operations including OIL's representatives and shall follow statutory norms applicable for such operation under labour laws in India.

14.26 For recruitment of un-skilled labours, Service Provider should ensure preference to local personnel from operational area. Service Provider must ensure the rules/guidelines of the State Govt. of Rajasthan and Central Govt. of India for the labour recruitment are strictly followed.

14.27 Service Provider shall remove any undesirable work person deployed by them as and when asked by Company representative and shall provide replacement within 24 hours at their own cost.

14.28 The field time schedule for day-to-day operation will be mutually decided by Service Provider and Company.

14.29 Service Provider shall ensure noise free spread as far as possible during the actual recording period.

14.30 Service Provider's representative shall maintain contact with Company's representative at recording site during the shooting operations and shall arrange for checking and subsequent replacement of bad cables/geophones. Service Provider's representative shall also be available at base camp as and when needed.

14.31 The wooden pegs with ground marking should be available at the measured VP points and geophone/ground stations at the time of shooting along the particular seismic line. The minimum height of the wooden pegs must be four (4) feet above ground level.

14.32 Service Provider shall pay compensation against all claims for the loss or damage to standing crops (if any), land/property and access etc. resulting from operations under this contract. Payment against claims (if any) for such loss/damage resulting from negligent operations by

Service Provider's personnel will also be on Service Provider's account. Any production/time losses on account of compensation related issues will be the sole responsibility of the Service Provider. After completion of 3D data acquisition, Service Provider must furnish an undertaking to Company that they have already paid all claims related to standing crop/land/property damages etc. to the claimants/owners appropriately and no compensation/dues is pending for settlement. Service Provider will also furnish undertaking to address any compliant/grievance received by Company within one year of completion of the survey. Service Provider must comply with all local, state and central government guidelines for the payment of the compensation, if any.

14.33 Service Provider must comply with all local, state and central government Health, Safety and Environmental (HSE) regulations. Service Provider must conform to the HSE standards of international Geophysical Industry.

14.34 The Service Provider should arrange for re-export of equipment **within 60 days of Notice of demobilization** issued by the Company/ completion of Work.

14.35 Service Provider should provide the list of items to be imported in the specified format. **Customs duty may not be applicable in this instant as the Block is part of ML (Mining Lease) area.** However, the Service Provider has to submit the value of the items as specified (the hardware and software should be shown separately) **in PROFORMA -A** to the Company. Customs duty on any items in addition to above will have to be borne by the Bidder. However, the Bidder will submit the undisputed and clear necessary documents/duty assessment papers to Company for any such additional items imported under this tender.

15.0 Obligation of Company:

15.1 Company shall be responsible for obtaining and administering the Petroleum Mining Leases (PML). Administrative help will be provided by Company for radio frequency clearance and any entry permits for all expatriates required for the work. Service Provider shall provide the required details of the expatriates for their permits well in advance.

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

15.3 Company shall provide documents necessary for clearance from local, state and central government departments or undertakings and will extend all assistance and necessary help to Service Provider. Service

Provider will give Company fifteen (15) days advance notice and provide all related documents and invoices for providing recommendatory letters for Essentiality Certificates (EC) from the Directorate General of Hydrocarbons, Noida, (U.P). Any financial consequence due to delay in obtaining clearances will be to Service Provider's account.

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

END OF SECTION -II, PART - 3

Part – 3

SECTION - III

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

1.0 PROJECT COMPLETION SCHEDULE:

1.1 MOBILIZATION:

- 1.1.1 The service provider shall mobilize all required technical resources, vibrators, along with manpower and start the data acquisition in the area **within 30 days from issue of Letter of Award (LoA)** from the company. Obtaining clearance for Camp Establishment, Mobilization of Equipment & Manpower and permission to work in the area from different agencies of Government of India & Govt. of Rajasthan is the responsibility of the Service provider. Service Provider must apply for necessary clearances to the different agencies of Government of India & Govt. of Rajasthan pertaining to Camp Establishment, Mobilization of Equipment & Manpower, and Permission to work in Area immediately after intimation/receipt of Letter of Award (LOA) by Company.
- 1.1.2 Mobilization shall be deemed to be completed when all personnel, equipment, tools, consumables and field crew are mobilized and also the equipment are fully tested & calibrated and necessary pre-acquisition experimental work conducted as specified in scope of work and first regular production record is taken and accepted by the Company. The time spent on the pre-acquisition experimental work is inclusive in the above mobilization period. However, the actual time spent on this pre-acquisition experimental work will be paid as per rate quoted against “Cost for Experimental Recording” i.e., **Serial No. 2 of Price Bid Format (PROFORMA-B)**.
- 1.1.3 Before commencement of the mobilization of equipment and crews, the Contractor is required to ensure that all expatriates engaged for the work have been duly cleared by the appropriate ministries viz; Ministry of Home Affairs (MoHA), Ministry of defence (MoD), Ministry of External Affairs (MEA), Govt. of India. If required, Contractor shall make its equipment available in India for inspection by the Defence authorities and/or Customs authorities for security & clearance purposes respectively before the commencement of survey work. Before the commencement of the work, Company also reserves the right to inspect and approve Contractor's equipment & accessories after they are fully assembled and made ready for data acquisition. Technical and HSE audit may be undertaken.
- 1.1.4 The lump-sum Mobilization Charges quoted by the Bidders shall not exceed 5% (five percent) of the total quoted Contract cost (**excluding Mobilization and De-mobilization cost**). However, the Mobilization charges, if quoted in excess of 5% of the total quoted cost (**excluding Mobilization and De-mobilization cost**) in the Price Bid, then the excess amount shall be paid at the end of the Contract.

1.2 DATE OF COMMENCEMENT OF OPERATION:

The date on which the mobilization is completed in all respects and first production shot is taken by the crew deployed and accepted by Company will be treated as the date of Commencement of Operation.

1.3 DURATION OF CONTRACT:

- 1.3.1 The duration of Contract, to be reckoned from the Date of Commencement (i.e. The date on which first production shot is taken by the crew deployed and accepted by Company).
- 1.3.2 The duration of Contract shall be for a period of **Nine (09) Months for Seismic Data Acquisition.**
- 1.3.3 In the event of default on the part of the Contractor to complete Seismic Data Acquisition of the contractual volume within Nine (09) Months for from the Date of Commencement of the contract, then the remaining/unfinished volume of work must be completed within extended time period **with a penalty as specified in clause 7.2 below.**
- 1.3.4 Contractor shall be entitled for equivalent time extension on company's certification, for the loss of production due to the following:
 1. Bad Weather Days with extreme climatic condition i.e. unexpected, unusual, severe, or unseasonal weather.
 2. Stand by days for non-fulfilment of Company's obligation under the Contract.
 3. **Force Majeure days as mentioned in Clause 11.0, GCC.**
 4. Lockdown days due to Central/State Government.

However, no such extension shall be permitted for production loss on account of following:

1. Post-mobilization experimental works
 2. Swath shift
 3. National Holidays & Local Holidays
 4. Breakdown/Equipment failure due to non-availability of spares/consumables
 5. Equipment calibration test failure
 6. Non-availability of adequate manpower
 7. Contractor's Labour unrest
 8. Non-Compliance with QC Standard
 9. Delay of arrival of spares/consumables on account of Customs/Statutory clearances
 10. Any other reasons attributable solely to the Contractor.
- 1.3.5 Contractor shall also complete all the other activities like Up-hole survey, LVL Survey and fixing of DGPS Pillars as per SOW within the time period stipulated for Seismic Data Acquisition.

1.4 DEMobilIZATION:

- 1.4.1 Demobilization shall be completed by Contractor within Sixty (60) days of completion of the Seismic Data Acquisition and/or expiry/termination of the contract, as the case may be. Contractor must remove all their resources and restore the site to the originals.
- 1.4.2 All equipment, accessories & consumables etc. if brought into India on re-exportable basis if applicable any, shall be re-exported by the Contractor upon demobilization from site, except the consumables & spares actually consumed during the performance of the contract.
- 1.4.3 Contractor shall upon completion of work return to Company all originals, copies of maps, documents, and acquisition deliverables as per schedule and all other data supplied to them or generated by them in connection with the work as these are the absolute property of Company.
- 1.4.4 The Contractor shall arrange for and execute demobilization of the Tools/Equipment/ Spare/Accessories/Manpower etc. only upon receipt of approval/notice of demobilization from Company. Demobilization shall mean completion/termination of the contract and shall include equipment/tools/accessories, including the manpower and re-export of the equipment/tools/accessories (if re-exportable), unutilized spares and consumables at the cost of the contractor.
- 1.4.5 Immediately after re-exporting the equipment/tools/accessories and the unused spares and consumables, Contractor shall submit the detail re-export documents to the Company as documentary proof of re-exporting the equipment/tools/accessories and the unused spares and consumables. In case of failure to re-export any of the items as above within the allotted demobilization time period 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 and Performance Bank Guarantee.
- 1.4.6 In the event all/part of the equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India, then Contractor shall be fully liable for payment of the Customs Duty.
- 1.4.7 Contractor must furnish an undertaking that "the equipment imported and also spares & accessories which remained unutilized after the expiry of the contract would be re-exported at their own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". In case of non-observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance with these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.

- 1.4.8 In the event all/part of the equipment etc. are transferred by Contractor after expiry/termination of the contract within the country to another operator for providing services, and/or sold to a third party, Contractor shall obtain all necessary Govt. of India clearances including the Customs formalities for transferring to another operator and/or sale of accessories, equipment and the unused spares and consumables to a third party. The company will not be responsible for any non-compliance of these formalities.
- 1.4.9 Payment of Customs Duty and penalties (if any) imposed by Govt. of India or Customs authorities for transferring the items in part or in full to an area where Nil Customs Duty is not applicable, or sale of the items shall be borne by the Contractor and Contractor indemnifies Company from all such liabilities.
- 1.4.10 The lump-sum De-Mobilization charges quoted by Bidders shall not be less than 5% (five percent) of the total quoted contract cost (**excluding Mobilization and De-mobilization cost**). However, if the demobilization charge is quoted in deficit or less than 5% of the total quoted cost (**excluding Mobilization and De-mobilization cost**) in the Price Bid, then the deficit amount shall be withheld from the first invoice and shall be paid at the end of the Contract.
- 1.4.11 The De-Mobilization Charges shall only be released after successful completion of Seismic Data Acquisition by service provider and submission of deliverables duly accepted by Company.

2.0 ASSOCIATION OF COMPANY'S PERSONNEL:

- 2.1 Company's nominated Representatives shall be associated with supervision & guidance of the work to be carried out by the Contractor throughout the operations. The Contractor shall execute the assigned services under the Contract in a cost-effective way with professional competence and efficient workman like manner and provide Company with a standard of work customarily provided by reputed Contractors to major international E&P Companies in the petroleum industry.
- 2.2 Company representatives deputed for work association with Contractor's crews in field site camps and for quality check during the course of job execution should be provided with facilities like accommodation, boarding & lodging, office space with computer with provision of video conferencing, printer, telephone with STD facility and internet etc. during their QC work, for which no extra payment shall be made by Company to Contractor. Additionally, the Contractor has to arrange for an FTP (File Transfer Protocol) facility, if asked for, to review the progress of the project through quality control and discussions/ feedback to yield best results and to provide useful inputs during the project execution period.

3.0 CONTRACTOR'S PERSONNEL:

- 3.1 The personnel are to be deployed by Contractor as per clause 5.0, GCC, Section-I and herein below. Contractor warrants that it shall provide competent, qualified, and sufficiently experienced personnel to perform the work correctly and efficiently.

- 3.2 The Contractor who does not meet the technical experience criteria on their own and have technically qualified on the strength of Joint venture /parent/subsidiary must deploy the key personnel viz. Party Chief, QC Field Geophysicist, QC Processing Geophysicist, Seismologist, Senior Surveyor & Observer from their technical counterpart for the entire duration of contract.
- 3.3 If any expatriate personnel are engaged by the Contractor to perform the services required under the Contract, responsibility for securing permission from the Ministry of External Affairs (MEA), Ministry of Home Affairs (MoHA), Ministry of Defence (MOD), Govt. of India and Local Authorities on time shall rest on the Contractor. OIL will only assist the Contractor by providing introductory letter/ recommendatory letter required, if any, on request from the Service Provider for securing the above permissions.
- 3.4 The minimum key personnel to be deployed by the Contractor per field crew are listed in **Annexure-IV**. They must have the requisite experience & qualifications in their respective field as indicated therein and should have sound physical health.
- 3.5 The Contractor should ensure that their personnel observe applicable company and statutory & safety requirements.
- 3.6 Contractor's all personnel must have requisite experience in respective fields and should be fluent in English language (both writing and speaking). 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. Replacement personnel should be mobilised within 72 hrs from the date of issuance of notice without affecting the operation of the Company.
- 3.7 The Contractor shall be responsible for and shall provide/make arrangements for all requirements of their own personnel as well as for their sub-Contractor's, if any, including but not limited to their insurance, housing, medical services, transportation (both air and land), salaries and all amenities, all emigration requirement, taxes if any payable in India or outside at no extra charge to the Company.

IMPORTANT NOTES FOR DATA ACQUISITION PHASE:

- i) Obtaining necessary statutory clearances from Govt. Of India & Govt. Of Rajasthan or any other clearances as may be applicable for the foreign nationals deployed in their workforce will be the sole responsibility of the bidder. However, company will help to the extent possible in providing any documents/certificates required in this regard.
- ii) Movement of personnel will be restricted to the laid down routes, camp sites and routine. Under no circumstances, shall the civilians be permitted near army installations/defence works.

- iii) Army troops deployed in the area will have the authority to check the photo identity cards, which will be provided to all Contractors' personnel by the Contractor after requisite Police verification.

4.0 PATENT INFRINGEMENT:

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

5.0 PROTECTION OF ENVIRONMENT:

- 5.1 In performance of the contract, the Contractor shall conduct the work with regard to concern with respect to protection of the environment and conservation of national resources. In furtherance of any laws, regulations and rules promulgated by the Government, the Contractor shall:
 - a. Employ generally accepted industrial standards, practices, and methods of operation for the prevention of environment damage in conducting the work.
 - b. Take necessary and adequate steps to prevent environment damage and where some adverse impact on the environment is unavoidable, to minimize such damage and the consequential effects thereof property and people; and
 - c. Adhere to guidelines, limitations of restrictions, if any, imposed by environment clearance as applicable on the date thereof and as environment clearance may be revised as a result of Company or Contractors' application(s) duly submitted after the effective date.
- 5.2 If the Contractor fails to comply with the provisions of clause 7.1 above or materially contravenes any relevant law, and such failure or contravention results in substantial environmental damage, the Contractor shall forthwith take all necessary and reasonable measures to remedy the failure and the effects thereof.
- 5.3 If Company has, on reasonable ground, to believe that any works by Contractor or any operations conducted by the Contractor are endangering or may endanger persons or any property of any person, or causing avoidable pollution, or are

harming flora and fauna or the environment to the degree which is unlawful, Company, may pursuant to applicable law, require the Contractor to take remedial measures within such reasonable period as may be determined by Company and, if appropriate, repair such damage. The company may, pursuant to applicable law, require the Contractor to discontinue seismic operations in whole or in part until the Contractor has taken such action.

6.0 GENERAL WORK STANDARDS:

- 6.1 Service provider shall execute the project work under contract as per standards of Oil Industry Safety Directorate (OISD), MoP&NG, GoI.
- 6.2 **MODIFICATION OF STANDARDS AND SPECIFICATIONS:** If during the course of work, any of the standards specified herein mentioned in **SOW, Section-II, Part-3**, are not maintained, the Company's representative shall determine the course of action to be followed. In the event any of the afore-mentioned deficiencies, if the work standards have not been remedied, Company's representative reserves the right to ask the Contractors' Party Chief to stop acquisition operations till such time the deficiencies are removed. No standby charges shall be payable by Company for such stoppage. Any alteration or modification of specifications shall be done only with the approval of Company.
- 6.3 **SHUT DOWN OF OPERATIONS:** Company's representative may request stoppage of recording operations at any time, if in his opinion, the Contractors' work performance or data acquisition is substandard. No standby charges shall be payable by Company for such stoppage.
- 6.4 **COMMUNICATION:** Contractor shall maintain continuous, effective two-way communication between the work area and Company. If the Contractor fails to maintain proper two ways communication, Company shall not be liable for any charges (including sub-Contractor's fees) incurred for any work carried out unnecessarily because notice of early termination, program changes and refusal to waive specifications could not be communicated.
- 6.5 **DATA ACQUISITION:** At all times, while survey is underway, Contractor shall ensure that all instruments are properly tuned and that all recorded data are readable, accurate and properly annotated.
- 6.6 **SAFETY:** Contractor shall follow all safety norms as prevalent in the petroleum industry globally and also observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian laws such as Mines safety rules etc. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion, and safe handling of chemicals at all times. Safety and security of Contractor's resources including equipment, materials & stores will be the sole responsibility of the Contractor. Company will not handle/operate any of Contractor's equipment and materials at site with or without permission unless it is considered otherwise necessary to safeguard life/property. The bidder needs to submit **PROFORMA-K** (Format for Safety Measures) along with the Technical Bid.

7.0 LIQUIDATED DAMAGES (LD) & PENALTY:

7.1 LD FOR DEFAULT IN TIMELY COMMENCEMENT & COMPLETION:

- 7.1.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% (half percent) of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% (seven & half percent). Liquidated Damages will be reckoned from the date after expiry of thirty (30) days from the date of issue of LOA by Company.
- 7.1.2 If the Contractor fails to mobilise within 45 days after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.
- 7.1.3 In the event of default on the part of the Bidder to complete Seismic Data Acquisition of the contract volume **within Nine (09) Months** from the Commencement Date of **the contract as specified in clause 1.2 of SCC**, the bidder shall be liable to pay liquidated damages (LD) for default in timely completion. The rate of LD as applicable in this case shall be @ 0.5% (half percent) of the total evaluated contract value including mobilization charges, for delay per week or part thereof, subject to maximum of 7.5% (seven & half percent). Liquidated Damages will be reckoned from the date of Scheduled Completion of Contract.
- 7.1.4 However, in any case the sum of the total amount of Liquidated Damages towards default in timely commencement & completion of contract, payable if any against this agreement under provision of Clause No. **7.1.1 & 7.1.3** above together, will not exceed 7.5% of total evaluated agreement value. Liquidated Damages as set forth above is the genuine pre-estimate agreed by both the parties for the damages on account of delay in job execution and the said amount shall be payable without proof of actual loss or damage caused by such delay/breach. Company shall without prejudice to any other right or remedy available to it, recover the amount so calculated from Contractor as agreed liquidated damages and not by way of penalty.
- 7.1.5 Liquidated Damages are to be recovered from the final bill & not from the running bills. In case adequate amount may not be available in the final bill, necessary recovery can be made from previous bill(s). If the time delay in mobilization is made up by the party by early completion of the job, no LD will be deducted. Similarly, if the mobilisation has been completed before scheduled period of mobilisation but completion of job has been delayed, LD will be applicable only for the period exceeding the total period allowed for mobilisation and Job Completion put together. In case, both mobilisation and completion have been delayed, the LD will be applied for both and the same will be recovered from the final Bill. If final bill is not sufficient, then recovery can be made from the previous bills.

7.2 PENALTY FOR DEFAULT IN TIMELY COMPLETION:

- 7.2.1 In the event of default on the part of the Bidder to complete Seismic Data Acquisition of the contract volume within **Nine (09) Months** from the Commencement Date of the contract (i.e., The date on which the mobilization is completed in all respects and first production shot is taken by the crew deployed), the contractor may be allowed to work to complete the remaining/unfinished volume of work within subsequent Two (02) month time after scheduled completion period of contract. However, the payment of

remaining volume of job i.e. 2D data acquisition, LVL, Up-hole survey and Reference Pillar Fixing will be made at the rate of 90% of the actual quoted rate against each line item. The 10% rate penalty will be levied only on the unfinished volume of work against, which the Contractor could not complete within the agreed time frame as per Contract. However, no payments towards the Stand-by day rate and/or Force Majeure day rate shall be payable during this extended period of work.

- 7.2.2 In case Bidder was unable to complete remaining quantum of work within subsequent Two (02) month time extension after scheduled completion period of contract as mentioned above, Company reserves the right to terminate the contract or Company may provide further extension to complete the remaining/ unfinished volume of work within shortest possible time. However, the payment of remaining volume of job i.e. 2D data acquisition, LVL, Up-hole survey and Reference Pillar Fixing will be made at the rate of 80% of the actual quoted rate against each line item. The 20% rate penalty will be levied only on the unfinished volume of work against each line item, which the Contractor could not complete within the agreed time frame as per Contract. including extension period granted as specified in Clause 7.2.2 above. However, no payments towards the Stand-by day rate and/or Force Majeure day rate shall be payable during this extended period of work.
- 7.3 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure by the successful bidder to submit PBG or commence/complete the assigned jobs under the contract within the stipulated period and also take other actions as may be considered appropriate.
- 7.4 The final payment for seismic data acquisition shall be released only after receipt of the final project deliverables duly accepted by company.
- 7.5 The parties agree that the sum specified in 7.1 & 7.2 above is not a LD/penalty but a genuine pre-estimate of the loss/damage which will be suffered by Company on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.
- 7.6 In case bidder is unable to complete the schedule work as stipulated in the contract due to the reasons attributed to the bidder, company shall terminate the contract upon non-performance of the bidder and company may also debarred the contractor as per company's banning policy. Company upon its own discretion can forfeit the PBG as compensation for the loss resulting from bidder's failure to fulfil their obligations under the Contract.
- 7.7 The bidder during the duration of contract will not move any equipment/part thereof mobilised under this contract from camp site without OIL's prior approval for any purpose. If any such incidence of removal of any equipment/part thereof during the duration of contract is found, Company will levy a penalty of 25% of quoted mobilization charges on each such incidence from current/running month invoice/bill.
- 7.8 The bidder during the contract will not move any **key personnel deployed** under this contract from respective camp site without OIL's prior approval for any purpose. If any such incidence of removal of any key personnel during the duration of contract is found, OIL will levy a penalty of 0.01% of total contract value per week on prorated basis for the duration of absence of each key personnel individually and the same will be deducted from current/running month bill/invoice.
- 7.9 In case any key person during the operating month duration of contract has to leave due to exigencies or OIL instructs removal of any key person on ground of non-performance

the contractor must inform OIL and replace the key personnel within 72 hrs. In case the contractor fails to replace the key person within 72 hrs, OIL will levy a penalty of 0.01% of total contract value per week on prorated basis for the actual duration of absence beyond 72 hrs of each key person individually and the penalty will be deducted from current/running month bill/invoice. The service provider shall plan judiciously for replacement of manpower especially for overseas expatriates deployed in respective key positions with proper overlapping of outgoing & incoming overseas expatriates within the lead time during execution of the contract.

- 7.10 In case of stoppage of work due to non-availability of key personnel, no standby and force majeure charges shall be payable to the contractor for the period.
- 7.11 Service Provider shall be paid the Operating Charges for 3D seismic data acquisition in per square kilometre full fold (Full Fold:110) basis and for 2D seismic data acquisition in per line kilometre full fold (Full Fold:150) basis.
- 7.12 In case the work is affected due to non-availability/non-renewal of statutory licences & insurances viz. Radio license, Labour license, etc. during the duration of contract, OIL will levy a penalty of 0.01% of total contract value per week on prorated basis for the duration affected. The same will be deducted from current/running month bill/invoice.
- 7.13 Company will not accept any Force majeure condition prior to mobilisation and any delay on account of the same will be penalised as per Clause 7.1 LD for delay in Timely Commencement stipulated above.

8.0 OBLIGATION OF CONTRACTOR:

- 8.1 Contractor at its cost shall arrange mobilisation of their resources required for job execution under the Contract upto the area of operations, including clearance of their equipment, spare parts, consumable, etc. from customs, if any.
- 8.2 Contractor at their own cost shall arrange the clearance of all equipment, spare parts, consumable, etc. from customs and port authorities in India. Company will provide all reasonable assistance but the responsibility for clearance will rest with the Bidder. Any demurrage in this process will be at Bidder's cost. Bidder shall arrange for inland transportation of all equipment, etc. from the port to the place of work and back at the end of the work at their own expenses. Arrangement for waybill, Entry Tax / VAT etc. if applicable, for bringing Bidder's equipment / material to Workplace shall be Bidder's responsibility.
- 8.3 Contractor should provide the list of items to be imported in the specified format. **Basic Customs duty may not be applicable in this instant as the operational area is OIL's PEL/ML area.** However, the contractor has to provide the CIF value of the items as specified (the hardware and software should be shown separately) to the Company. Customs duty on any items in addition to above will have to be borne by the Bidder. However, the Bidder will submit the undisputed and clear necessary documents/duty assessment papers to Company for any such additional items imported under this tender.
- 8.4 Contractor shall arrange transportation of all equipment etc. upto the place of work and take back at the completion/expiry/termination of the Contract at its own expense.
- 8.5 Contractor shall arrange at their own cost all consumables and spares including papers, photographic materials, magnetic tapes/cartridges, and other consumables needed for proper execution of the work under this contract and shall maintain sufficient stock of

these items at site for uninterrupted operations, keep their equipment in good working order and up-grade the software, if necessary, throughout the contractual period.

- 8.6 Contractor shall use cartridge tapes tested for zero error. All field data cartridges along with experimental data cartridges will be provided to Company at no extra cost.
- 8.7 Contractor shall arrange lodging, boarding & preliminary first-aid facilities at site/camp during data acquisition phase for minimum **Three (3) Company Representatives** at no extra cost to Company. The camp facilities to Company's representatives shall be **at par with senior expatriate staff**.
- 8.8 Contractor shall arrange for office space (sitting arrangements) with computer with provision of video conferencing, printer, telephone with STD facility and internet etc. to Company representatives deputed for work association, quality check during the course of job execution at Contractors' crews in field site camps, for which no extra payment will be made by Company to Contractor.
- 8.9 Contractor, at its own cost, shall arrange three (3) numbers of air-conditioned vehicles in good condition, exclusively for use of Company representatives in the field/during crew change throughout the contract period. Vehicles must be provided with driver, fuel, maintenance, repairs etc. for seismic work supervision. The vintage of these vehicles should not be more than 2 years. The camp site should be inside the operational area.
- 8.10 During data acquisition, Contractor shall endeavour minimum eight (8) working hours on each working day excluding travel time. Two days in a calendar month are allowed for maintenance of equipment, if desired, by Contractor, but no payment will be made for the same and this cannot be carried forward to the next months.
- 8.11 Contractor shall keep their equipment and accessories at all times in good working order and shall begin the survey with adequate supply of spares for the equipment.
- 8.12 Contractor shall arrange adequate drinking water and its transportation to the camp site/field at its own cost.
- 8.13 In case, Contractor imports equipment on re-export basis, they must ensure for re-export of the equipment and all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required.
- 8.14 Any other works required for efficient and successful execution of work shall be carried out by Contractor except those enumerated under the obligations of Company defined in **para 9.0 below**.
- 8.15 Contractor shall arrange for all statutory clearances for field operations. However, the Company will provide all reasonable administrative helps/letters, if requested.
- 8.16 Contractor shall use latest versions of all software packages during the period of the contract. All the necessary Radio Licenses for shooting, communication etc. will be obtained by the Contractor. However, the Company will provide all reasonable administrative helps/letters in this regard, if requested.
- 8.17 Contractor shall furnish the list with Biodata of key personnel proposed to be deployed prior to the mobilization. The Biodata shall include the name, nationality, qualification, experience, and passport details of the personnel. The proforma for Biodata will be shared with successful service provider.

- 8.18 Contractors' key technical personnel and expatriate must be proficient to communicate in English (read, write, and speak).
- 8.19 Contractors' personnel must be sound enough to provide the above services in professional efficiency at par with international standard, failing which Company reserves the right to ask for removal/replacement of any personnel (at Contractors' cost) with 72 hours' notice. If in case any Key Personnel is absent on a particular day during operations, then penalty will be applied as per clause 7.8 of SCC (Special Conditions of Contract).
- 8.20 Contractor shall inform Company **fifteen days (15)** in advance regarding the scheduled crew change other than emergency during the execution of the contract. However, Service provider has to ensure proper overlap (minimum 7 working days) for such case to ensure un-interrupted field operation.
- 8.21 The main recording equipment should be housed in a properly insulated, air-conditioned cabin, mounted on suitable vehicle.
- 8.22 Contractor shall make necessary arrangement for supply of electricity and medical facility etc. at camp/site at their own cost including for Company representatives.
- 8.23 Contractor shall arrange for ambulance accompanied by attendant for field season. Also, Contractor, in camp premises shall arrange for Doctors/Paramedic along with dispensary equipped with minimum infrastructure to undertake any medical emergencies during field operation.
- 8.24 Contractor shall keep all the recorded data in an air-conditioned room free from dust and hand over the same to Company approximately on monthly basis at Rajasthan office.
- 8.25 For recruitment of un-skilled labours, Contractor should ensure preference to local personnel from the operational area. Contractor must ensure the rules/guidelines of the respective State Govt. for the labour recruitment are strictly followed.
- 8.26 Contractor shall ensure noise free spread during the actual recording period.
- 8.27 Contractors' representative shall maintain contact with Company's representative at recording site during the shooting operations and shall arrange for checking and subsequent replacement of bad cables/geophones. Contractors' representative shall also be available at base camp as and when needed.
- 8.28 The wooden pegs with ground marking should be available at the measured source points and geophone/ground stations at the time of shooting along the particular seismic line. The minimum height of the wooden pegs must be two (2) to three (3) feet above ground level.
- 8.29 Contractor shall bear and pay compensation against all claims for the loss or damage to standing crops (if any), land/property and access etc. resulting from operations under this contract. Payment against claims (if any) for such loss/damage resulting from negligent operations by Contractors' personnel shall also be on Contractors' account. Any production/time losses on account of compensation related issues will be the sole responsibility of the Contractor. After completion of data acquisition, Contractor must furnish an undertaking to Company that they have already paid all claims related to standing crop/land/property damages etc. to the claimants/owners appropriately and no compensation/dues is pending for settlement. Contractor will also furnish undertaking to address any compliant/grievance received by Company within one year

of completion of the survey. Contractor must comply with all Local, State and Central Government guidelines for the payment of the compensation, if any. Company reserves the right to seek any documents related to settlement pertaining to incident mentioned above or compensation paid for such loss/damage.

- 8.30 Contractor shall provide necessary Personal Protective Equipment (PPE) to all seismic field personnel engaged in above field operations including Company representatives as per OISD standard and shall follow statutory norms applicable for such operation under labour laws in India.
- 8.31 **SECURITY:** Security of fly/base camp, field seismic operations etc. will be the responsibility of the Contractor.
- 8.32 Proper Security in the camps, and all related field / spread operation shall be arranged by the Contractor at its own cost and risk.
- 8.33 Accommodation, transportation to field site/camps and other necessary camp amenities, wages/salaries etc. for the security personnel deployed by contractor for its camps sites etc. shall be the responsibility of the contractor at its own cost.
- 8.34 It shall be the sole and exclusive responsibility of the contractor for the implementation and execution of the tender and that the contractor shall also be liable for the work carried out by any of its assignee(s)/agent(s)/contractor (s)/sub-contractor(s), provided it is permissible under the contract. The appointment of an agent or sub-contractor shall not in any way dilute the obligation/responsibility of the Contractor towards Oil India Ltd. in any manner.
- 8.35 Contractor must comply with all local, state, and central government Health, Safety and Environmental (HSE) regulations. Contractor must conform to the HSE standards of international Geophysical Industry.
- 8.36 Contractor shall ensure all possible measures for completion of Seismic data acquisition of contract volume as per survey design parameters against the contract within stipulated time period.
- 8.37 Contractor shall comply with Indian Laws and regulations of Government of India but not limited to laws in respect of inland travel, use of wireless sets including Radio License and Wireless Frequency, maps and charts, entry regulations, security restrictions, foreign exchange, work permits, import of equipment, employment of Indian nationals etc.
- 8.38 Contractor shall do advance planning for uninterrupted field operations. Field operation should not be affected due to security issues. In case field operation were affected due to any issue related security, company will levy penalty as per clause 7.12 of SCC.
- 8.39 Contractor shall ensure that no damage of any sort occurs to the existing surface and subsurface installations in and around the area of operation including the environment damage.
- 8.40 All information obtained by Contractor in the conduct of operations and the information/maps provided by the Company to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's authorized personnel. This obligation of Contractor shall be in force even after termination of the Contract.
- 8.41 The Contractor shall undertake to perform all services under the contract with reasonable skill and due diligence & care in accordance with sound industry practice to the

satisfaction of Company and accept full responsibility for the satisfactory quality and timely completion of such services. Any defect, deficiencies and ambiguity noticed in the Contractor's services shall be promptly remedied by the Contractor, without any extra cost to Company, within a maximum of fifteen (15) days from the date of notice issued by Company advising to improve performance, failing which the contract may be terminated.

- 8.42 Service provider shall execute the project work under the contract as per standards of Oil Industry Safety Directorate (OISD), MoP&NG, GoI.

9.0 OBLIGATIONS OF COMPANY:

- 9.1 To the extent possible, the Company shall extend administrative help/recommendation letters etc. if requested by the Contractor for obtaining necessary statutory permission in connection with carrying out 3D seismic survey operations under the contract. Administrative help will be provided by the Company for radio frequency license/Explosive license and any entry permits for expatriates required for the work. However, Contractor shall provide the required details of the expatriates for their permits well in advance.
- 9.2 Contractor shall, however, arrange clearance of their items from customs and port authorities in India as may be applicable and shall pay all requisite charges viz; customs duty, clearance fees, port fees, clearing and forwarding agent fees/charges, demurrages & inland transport charges, etc. In this regard, the Company may provide reasonable assistance by issuing a letter of authority or other relevant documents as may be considered necessary.
- 9.3 The Bidder/Contractor will give Company Ten (10) days advance notice and provide clear Twenty (20) working days with all the related documents and invoices for providing recommendatory letter for Essentiality certificate (EC) from the Directorate General of Hydrocarbons, Noida, (U.P.), provided all the documents submitted by the Bidder/Contractor are in order. It shall be however, Contractor's responsibility to obtain Essentiality Certificate from DGH and clear the goods through customs. Any financial consequence due to the delay in obtaining the clearances will be to the contractor's account. Any delay arising out of late submission of documents or incorrect documents or documents not in order by the Contractor for the EC, the company shall not be responsible for such delay and all delay shall be attributed to the Contractor's account.
- 9.4 The company shall provide documents necessary for clearance from local, State and Central government departments or undertakings and will extend all assistance and necessary help to Contractor to the extent possible. The contractor will give Company thirty (30) days advance notice and provide all related documents and invoices for providing recommendatory letters. Any financial consequence due to delay in obtaining clearances will be to Contractors' account.
- 9.5 Company shall organize all possible help from local governments and Administrations for Contractors' personnel and equipment in case of natural disaster, civil disturbances, and epidemics.
- 9.6 Company shall pay Contractor in accordance with the terms & provisions of the Contract and as may be due from time to time.

10.0 FORCE MAJEURE:

- 10.1 The Force Majeure given in **clause 11.0, GCC, Section-I** and herein below, in case force majeure situation occurs for the crew deployed in the operational area and the same is notified within seventy-two (72) hours after its occurrence as above, the duration of

contract shall be extended for the entire period of force majeure and shall not be prorated. But neither party can terminate the contract under such situation, even if the situation prevails for more than consecutive ten (10) days.

- 10.2 In case force majeure situation occurs for the crew deployed in operational area, company can hold the payment of pending invoices of the contractor till the work resume/contract termination.

11.0 SUBCONTRACTING/ASSIGNMENT:

- 11.1 The Subcontracting/assignment given in **clause 15.0, GCC, Section-I** and herein below, in case contractor hires a sub-contractor for petty support services, it would be the contractor's responsibility for seeking approval from the company prior to deployment.
- 11.2 The scope of petty support service shall be limited to supply of skilled/un-skilled labors, vehicles & local logistics to be engaged for execution of work under the contract.

12.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT:

- 12.1 The payments, manner of payment, rates of payment, given in **clause 31.0, GCC, Section-I** and herein below, the Contractor shall furnish the following documents along with **first invoice** under the contract:

- a) Copy of valid Registration Certificate under GST Rule (if applicable).
- b) Bank particulars as required for making payment through Electronics Mode.
- c) Tax Invoice as per relevant GST Rules clearly indicating GST Registration Number (if applicable), Service Classification, Rate & Amount of GST.
- d) Certificate of acceptance of Mobilisation issued by Company representative.
- e) Copy of PAN Card issued by Indian Income Tax Authority (if applicable).

- 12.2 The Contractor shall furnish the following documents along with all subsequent **periodical/monthly invoices** under the contract.

- a) Details of statutory payments like EPF, ESI etc. (if applicable).
- b) Undertaking by Contractor regarding compliance of all statutes.
- c) Certificate by Contractor stating that the labours have been paid not less than minimum wages as applicable and cleared all the dues of sub-contractors & sundry creditors till the end of previous month.
- d) PPLC supporting documents along with declaration from contractor supported by CA certificate regarding PPLC content used as per bidding document commitment, if applicable.

- 12.3 The Contractor shall raise monthly invoices for the following:

- a) Data acquired against seismic LKM for 2D lines/ Sq. Km. for 3D swaths which are completed in all aspects (i.e., including all necessary topographic survey data, observer report etc.) and that has been handed over to the Company at Rajasthan during the month. If a seismic Line/Swath is not completed in a single calendar month, in such case, LKM for 2D lines/ Sq. Km. for 3D swaths completed part of the seismic Line/Swath will be considered for payment provided all the data along with ancillary information are handed over to Company.
- b) Processed & Interpreted LVL Survey data submitted during the month.
- c) Processed & Interpreted Up-hole Survey data submitted during the month.
- d) Reference points fixed using DGPS during the month and submitted along with the processed data & report.

The invoice can only be processed after submission of aforesaid deliverables duly accepted by Company representative.

- 12.4 The Contractor shall raise invoice for payment of one-time lump-sum Demobilization Charges, as applicable, upon clearance of all their resources from site and making the site free from all debris/encumbrances. The requisite documents to be submitted along with the invoice of demobilization are given below:
- a) Audited account up to completion of the Contract.
 - b) Tax audit report for the above period as required under the Indian Tax Laws.
 - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the SERVICE PROVIDER or by its sub-SERVICE PROVIDER.
 - d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
 - e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the SERVICE PROVIDER before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice.

- 12.5 **RATE OF PAYMENT:** Company shall make the payments to the Contractor as per the quoted rates as referred to **SOR, Section-IV, Part-3**.

- 13.0 **Insurance:** Sum Assured against Insurances stipulated under **Clause No. 14.0 of GCC** should not be less than the total value of the Contract.

14.0 CUSTOMS DUTY:

- 14.1 **In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil & IGST @5%) subject to conditions specified therein (Condition No. 48).** However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.

Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017.

- 14.2 **Bidder should provide the list of items to be imported by them under the Contract in the format specified in PROFORMA-A along with their bid for issuance of Recommendatory Letter to DGH.** Contractor shall make written request to Company immediately after shipment of the goods indicated by them in **PROFORMA-A**, along with the Invoices and all shipping documents (with clear 10 days' notice) requesting Company for issuance of the Recommendatory Letter. OIL shall issue the Recommendatory Letter provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH. Contractor shall indemnify OIL from all liabilities of Customs Duty.
- 14.3 All imports and import clearances (including BIS as and when required) under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.

- 14.4 However, in the event customs duty becomes leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in **PROFORMA-A** or the actuals whichever is less, provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor at 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 if any excess Customs Duty becomes payable, it shall be to Contractor's account. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty.**

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.

- 14.5 Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. **Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those ML and PEL areas under the contract for which ECs were obtained by them.** In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.

15.0 BACKING OUT BY BIDDER:

In case any Bidder withdraws its bid within the bid validity period, Bid Security will be forfeited, and the party will be debarred from bidding for a period of 2 (two) years from the date of withdrawal of bid.

16.0 BACKING OUT BY CONTRACTOR AFTER ISSUE OF LOA:

- 16.1 In case LOA issued is not accepted by the Contractor or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall then be forfeited, and the Contractor shall be debarred for 2 (two) years from the date of default.
- 16.2 Oil India Limited reserves the right to cancel this tender and annul the entire tendering process at any time before award of contract without incurring any liability and assigning any reason whatsoever.
- 16.3 Oil India Limited reserves the right to ban all the members of JV as per OIL's banning policy, if after submission of bid, a JV leader effects any alterations/changes in the

constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the Joint Venture which had originally submitted the bid. Similarly, under such a situation the contract shall be liable for termination, if already awarded.

17.0 PLACE OF ARBITRATION: The place for arbitration against this contract shall be Jodhpur, Rajasthan.

18.0 GOODS AND SERVICES TAX :

- 18.1 In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly, reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.
- 18.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.
- 18.3 "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
- 18.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e., IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only. Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.
- 18.5 Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.
- 18.6 Where the OIL is entitled to avail the input tax credit of GST: OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details. The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 18.7 Where the OIL is not entitled to avail/take the full input tax credit of GST: OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed

quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis. The bids will be evaluated based on total price including GST.

- 18.8 Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.
- 18.9 Contractor/Contractor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor/Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.
- 18.10 GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/Contractor, OIL shall withhold the payment of GST.
- 18.11 GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/Contractor but will be directly deposited to the government by OIL.
- 18.12 Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is/liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/setoff/recover such amounts against any amounts paid or payable by OIL to Contractor/Supplier.
- 18.13 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor/Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor/ Contractor, OIL shall be entitled to recover such amount from the Contractor /Contractor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 18.14 TDS under GST, if applicable, shall be deducted from contractors/Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.
- 18.15 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/duties by the contractor shall be to contractor's account.
- 18.16 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 18.17 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.

- 18.18 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
- 18.19 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 18.20 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 18.21 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- 18.22 Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.
- 18.23 Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
- 18.24 Claim for payment of GST/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- 18.25 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 18.26 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/E-way Bill, if applicable etc.
- 18.27 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 18.28 OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 18.29 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e., the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering

IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

- 18.30 Documentation requirement for GST: The Contractor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit. Any Invoice issued shall contain the following particulars: a) Name, address and GSTIN of the supplier; b) Serial number of the invoice; c) Date of issue; d) Name, address and GSTIN or UIN, if registered of the recipient; e) Name and address of the recipient and the address of the delivery, along with the State and its code, f) HSN code of goods or Accounting Code of services [SAC]; g) Description of goods or services; h) Quantity in case of goods and unit or Unique Quantity Code thereof; i) Total value of supply of goods or services or both; j) Taxable value of supply of goods or services or both taking into discount or abatement if any; k) Rate of tax (IGST, CGST, SGST/ UTGST, cess); l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, cess); m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce; n) Address of the delivery where the same is different from the place of supply and o) Signature or digital signature of the supplier or his authorised representative. GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner: i) The original copy being marked as ORIGINAL FOR RECIPIENT; ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and iii) The triplicate copy being marked as TRIPPLICATE FOR SUPPLIER. In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.
- 18.31 Anti-profiteering clause: As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods/Services may note the above and quote their prices accordingly.
- 18.32 In case the GST rating of Contractor on the GST portal/Govt. official website is negative/blacklisted, then the bids may be rejected by OIL. Further, in case rating of bidder is negative/blacklisted after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

19.0 MISCELLANEOUS PROVISIONS:

- 19.1 Contractor shall give all notices and pay all fees required to be given or paid for by any National or State statute, ordinance, or other law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the performance of the services and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.
- 19.2 Contractor shall conform in all respect with provisions of any such statute, ordinance or law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the services and with such rules and regulations of public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such statute, ordinance or law, regulations or bye-law.
- 19.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed, reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckages, rubbish or temporary works no longer required. On the completion

of the services, Contractor shall clear away and remove from the site all surplus materials, rubbish and temporary works of every kind, and leave the whole of the site in a clean condition to the satisfaction of Company.

- 19.4 Key personnel of Contractor performing the work under this contract cannot be changed as far as practicable during the tenure of the contract except due to sickness/death/resignation of the personnel, in which case the replaced person should have equal experience and qualifications which will again subject to approval by Company.
- 19.5 All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site where the services are performed, shall be deemed to be the absolute property of Company. Contractor shall take reasonable precautions to prevent its personnel or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and, before removal, acquaint Company of such discovery and carry out, at the expense of Company, Company's orders as to the disposal of the same.

20.0 EMPLOYMENT OF OFFICIAL OF THE COMPANY:

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

21.0 WAIVERS AND AMENDMENTS:

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

22.0 POLLUTION OR CONTAMINATION:

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

23.0 INGRESS AND EGRESS AT LOCATION:

- 23.1 Company shall provide Contractor, if required, requisite recommendatory letter/certificates for obtaining rights of ingress to, egress from locations where jobs are to be performed, including any certificates required for obtaining permits or licenses for the movement of Contractor's personnel/equipment. Should such permits/licenses be delayed because of objections of concerned authorities in respect of specific Contractor's person (s), such person (s) should be promptly removed from the list by the Contractor and replaced by acceptable person (s).
- 23.2 Company shall assist the Contractor to the extent permissible in obtaining any visas, residence of work permits, tax exemptions etc. to enable non-Indian personnel required by the Contractor to work in India in providing the services as per the contract.

- 23.3 Company shall assist the Contractor to the extent permissible for import of equipment, materials, consumables etc., and to avail prevailing customs duty concessions as applicable from time to time.
- 23.4 Customs duty, port clearance both for imports and re-export of the equipment/tools, its accessories and spares/consumables including payment of duties/charges will be sole responsibility of the Contractor and will be to Contractor's account.
- 23.5 Customs duties or other duties or imports or any charges or duties on personal effects of Contractor's and their sub-Contractor's employees will be at Contractor's cost.
- 23.6 Wherever import of equipment/tools etc. on re-export basis is resorted to, the Contractor will ensure that all items (except consumables which get consumed during operation under this contract) are re-exported out of India and taken appropriate action to ensure that re-export bond executed by the Company is redeemed within the shortest possible time. The payment against demobilization charges and the last monthly invoice will be released by the Company only after completion of above.

24.0 RIGHTS AND PRIVILEGES OF COMPANY:

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

25.0 NOTICES: Any notice given by one party to other, pursuant to this Contract shall be sent in writing or email to the applicable address specified below:

Company

For Contractual matters

GM-C&P
RAJASTHAN FIELD
OIL INDIA LIMITED
JODHPUR-342005
Email id: prroy@oilindia.in

For Technical matters

GM-Geophysics
RAJASTHAN FIELD
OIL INDIA LIMITED
JODHPUR-342005
Email id: klmandal@oilindia.in

Contractor : *(Contractor contact details)*

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

END OF SECTION – III, Part - 3

Part - 3

SECTION-IV

SCHEDULE OF SERVICES/SCHEDULE OF RATES

The Bidders must quote the rates in their price bids as per the attached **Price-Bid Format (PROFORMA – B)**. The payments shall be made on the basis of actual work done/executed by the Service provider and all “DAY RATE” charges shall be pro-rated and payable up to the nearest full hour for part thereof.

DESCRIPTION OF CHARGES FOR SEISMIC DATA ACQUISITION

1.0 MOBILISATION CHARGES (MOB):

- i) All-inclusive Mobilization Charges shall be quoted on lump sum basis for mobilizing the entire personnel, equipment and consumables required for the survey up to the site and shall become payable when Company confirm in writing that mobilization has been completed.
- ii) Mobilization shall be deemed to be completed when all personnel, equipment, tools, consumables and field crew are mobilized to the site and also the equipment are fully tested, and calibrated and necessary pre-acquisition experimental work conducted as specified in scope of work and first regular production record is taken and accepted by the Company.
- iii) Mobilization charges should cover all local and foreign costs of the Service Provider to mobilize the equipment to the designated site and should include all duties and other local and foreign taxes, port fees, customs clearance, inland transport to the designated site and insurance coverage etc.
- iv) Bidder is required to furnish details in relation to all equipment, spares, consumables and any other material to be brought by the Bidder for job execution in the field. The list of items should be comprehensive and should include all the materials required for completion of work.
- v) The mobilization charges should not exceed **5%** of the estimated contract value (excluding Mobilization and De-mobilization cost), which the bidder should note while quoting the mobilization charges.

2.0 DAYRATES FOR EXPERIMENTAL SURVEY (EXP):

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

3.0 **STAND-BY DAY RATE (SBR):**

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

- i) If production shooting or experimental work is halted on any day due to lack of Company's instruction or decision for operations, security reasons and other reasons considered appropriate by the Company.
- ii) The Stand-by charge of equipment with crew will be all inclusive and will be paid on pro-rata basis for the actual number of production hours lost as certified by Company representative.
- iii) The above stand-by charge of equipment with crew shall be applicable after the start of production shooting only.

4.0 **FORCE-MAJURE DAY RATE (FM):**

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

5.0 **OPERATING RATE for 3D SEISMIC DATA ACQUISITION (OR3D):**

Charges per Sq. Km for Acquisition of 110 full fold 3D Vibroseis Seismic Data (Bin Size 15 m x 15 m):

Sl. No.	Sweeps per VP	Sweep Length (seconds)	Code	Price per Sq. Km of 110 full fold 3D Vibroseis Seismic Data Acquisition (15m X 15m bin size). (Currency: INR)
1	04	12	Aa1	
2	04	14	Aa2	
3	04	16	Aa3	
4	05	12	Aa4	
5	05	14	Aa5	
6	05	16	Aa6	
7	06	12	Aa7	
8	06	14	Aa8	

9	06	16	Aa9	
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- 5.1 The Bidders must quote the rates **per Sq. Km of 110 full-fold 3D Vibroseis Seismic Data** for a minimum of **eight (08) Vibrators** as per above Matrix. Maximum rate quoted in the table will be considered for Bid evaluation purpose as shown in Price Bid Format (PROFORMA-B). However, payment will be made on the basis of rate for actual parameters adopted in the field after pre-acquisition experimental work.

6.0 **OPERATING RATE for 2D SEISMIC DATA ACQUISITION (OR2D):**

Charges per Sq. Km for Acquisition of 150 full fold 2D Vibroseis Seismic Data:

Sl. No.	Number of Vibrators per fleet	Sweeps per VP	Sweep Length (seconds)	Code	Price per Sq. Km of 150 full fold 2D Vibroseis Seismic Data Acquisition (Currency: INR)
1	01	03	12	Bb1	
2	01	03	14	Bb2	
3	01	03	16	Bb3	
4	01	04	12	Bb4	
5	01	04	14	Bb5	
6	01	04	16	Bb6	
7	01	05	12	Bb7	
8	01	05	14	Bb8	
9	01	05	16	Bb9	
10	02	03	12	Cc1	
11	02	03	14	Cc2	
12	02	03	16	Cc3	
13	02	04	12	Cc4	
14	02	04	14	Cc5	
15	02	04	16	Cc6	
16	02	05	12	Cc7	
17	02	05	14	Cc8	
18	02	05	16	Cc9	

- 6.1 The Bidders must quote the rates **per LKM of 150 full-fold 2D Vibroseis Seismic Data**. Maximum rate quoted in the table will be considered for Bid evaluation purpose as shown in Price Bid Format (PROFORMA-B). However, payment will be made on the basis of rate for actual parameters adopted in the field after pre-acquisition experimental work.

7.0 The operating charges for 3D (per Sq. Km full fold) and 2D (per LKM full fold) include all the charges for:

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

NOTE: Service Provider shall be paid the Operating Charges for 3D seismic data acquisition in per square kilometre full fold (Full Fold:110) basis and for 2D seismic data acquisition in per line kilometer full fold (Full Fold:150) basis.

8.0 RATES FOR LVL RECORDING (LVL):

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

9.0 RATES FOR UPHOLE RECORDING (UH):

Charges for Up-hole survey to be quoted on per location basis considering Up-hole drilling and recording to a depth of 80 m \pm 10%. The rate to be quoted on all-inclusive basis, including the cost of processing and interpretation of Up-hole data.

10.0 CHARGES FOR FIXING OF REFERENCE POINTS (FPR):

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

11.0 DEMOBILIZATION CHARGES (DMOB):

- i) The Demobilization Charge shall be quoted on all-inclusive lump sum basis for the expenditure to be incurred by the Service Provider towards taking back/removal of all their resources including personnel and materials after completion of contractual commitments under the contract from site where survey concludes.
- ii) Demobilization charges should not be less than **5%** of the total quoted value in the price bid format (excluding Mobilization and De-mobilization cost).
- iii) The Company shall pay Service Provider one time demobilization charges, if quoted any, only in the instance of natural conclusion of the Contract after completion of the terms/survey or upon termination of Contract before expiry under Force Majeure situation, subject to following conditions:
 - a. The Service Provider shall demobilise all its equipment, spares and consumable within 60 days of effective date of demobilization in respective area and complete re-export formalities, if applicable any.
 - b. The Service Provider shall leave all camp sites and establishment in the operational area free of debris and restore to original condition.
 - c. The Service Provider shall produce the following documents along with the invoice for demobilization charges to the satisfaction of the Company of having cleared all their liabilities:
 - i) Tax clearance certificate from Income Tax Department regarding clearance of dues toward Service Provider's tax liabilities, their sub-contractor tax liabilities and towards tax liabilities of their expatriate persons or the other employees. In lieu, Service Provider may submit an Indemnity Bond to this effect.
 - ii) Proof of completion of re-export formalities, **if applicable.**

- d. The demobilisation charges will only be paid after all the project deliverables have been submitted to Company and duly certified by Company representative.

12.0 **ZERO (NIL) RATE:**

Notwithstanding any provision in the Contract, if performance of any crew is affected by occurrence of the following situations, no payment whatsoever shall be applicable to that crew.

- a) Breakdown/instrument problem due to non-availability of spares/consumables.
- b) Equipment Calibration test failure
- c) Non- compliance of quality standards
- d) Non-availability of adequate manpower
- e) National Holidays
- f) Unrest of Service Provider's labour
- g) Non availability of Security/explosives
- h) Line Change
- i) Delay of arrival of spares/consumables on account of customs clearance/statutory clearances.
- j) Any other reasons attributable solely to the Service Provider

END OF SECTION – IV, Part - 3

CHECKLIST – II

TENDER NO.: GEM/2023/B/4272318

TO BE FILLED BY THE BIDDERS

LIST OF KEY PERSONNEL TO BE OFFERED BY THE BIDDER

[illegible]

Note: Bidder shall add additional columns, rows and pages if required

SURVEY EQUIPMENTS		SERVICE PROVIDER TO SPECIFY	DOCUMENTARY EVIDENCE IN SUPPORT ENCLOSED	REFERENCE IN TERMS OF PAGE NO., ANNEXURE ETC. OF BIDDER'S OFFER	REMARKS IF ANY
DGPS (RTK) System: Make & Model			Yes / No		
Quantity: 2 Base with radio & 8 Rovers			Yes / No		
Year of manufacture	≤ five (5) years as on original bid closing date		Yes / No		
Total Station (if any): Make & Model			Yes / No		
Quantity: 4 Nos.			Yes / No		
Year of manufacture	≤ five (5) years as on original bid closing date		Yes / No		
Softwares: Latest version as on original bid closing date. i. 3D field data management and planning software (AutoCAD/Grapher/Surfer/ArcGIS/Equivalent) ii. Survey data processing (e.g., TBC) software			Yes / No		
Workstation: Minimum one (1) for aforesaid Softwares			Yes / No		
Operating system: 64-bit or higher Processor: 10 th Generation or higher Ram: 32 GB or higher Storage: 2 TB or higher including minimum 512 GB SSD Graphics: 4GB or higher			Yes / No		
Make & Model			Yes / No		
Year of manufacture	≤ three (3) years as on original bid closing date		Yes / No		

SESIMIC DATA RECORDING EQUIPMENT & PERIPHERALS		SERVICE PROVIDER TO SPECIFY	DOCUMENTARY EVIDENCE IN SUPPORT IS ENCLOSED	REFERENCE IN TERMS OF PAGE NO., ANNEXURE ETC. OF BIDDER'S OFFER	REMARKS IF ANY
a. 24-bit $\Delta\Sigma$ (Delta-Sigma) Line Telemetry/node-based recording system			Yes / No		
Make & Model			Yes / No		
Quantity: One (1)			Yes / No		
Year of manufacture	≤ five (5) years as on original bid closing date		Yes / No		
4000 channels recording capability at 2 ms sampling per shot			Yes / No		
Data recording format			Yes / No		
b. Seismic Cables/nodes			Yes / No		
Make & Model			Yes / No		
Type of cables:			Yes / No		
Quantity: sufficient for minimum 10000 channels			Yes / No		
Length of single cable (m): as per OEM specification to cater the RI of 30 meter with sufficient provision for detour			Yes / No		
Group Interval (m) (No. of takeout per cable)			Yes / No		
Year of manufacture	≤ three (3) years as on original bid closing date for cables		Yes / No		
	≤ five (5) years as on original bid closing date for nodes with internal sensors		Yes / No		
	≤ three (3) years as on original bid closing date for nodes with external sensors		Yes / No		
c. Geophones: Analogue (conventional) geophone having natural frequency ≤ 10Hz.			Yes / No		
Quantity of geophone string: minimum 10000			Yes / No		
Make & Model			Yes / No		

Year of manufacture	≤ three (3) years as on original bid closing date		Yes / No		
Sensitivity (open circuit) for string configuration			Yes / No		
Natural Frequency			Yes / No		
Distortion			Yes / No		
Spurious Frequency			Yes / No		
Operating Temperature			Yes / No		
String Configuration			Yes / No		
Polarity			Yes / No		
d. Vibrators			Yes / No		
Vibrators with sweep control units including Encoder/Decoder:			Yes / No		
<ul style="list-style-type: none"> • Peak force of should be greater than of 60,000 lb. • Frequency Limits 7 Hz to 200 Hz or better • Capable of generating linear and nonlinear sweeps. • All-terrain buggies. • Sand Tyres suitable for traversing the terrain in the area. • Each Vibrator with GPS System with point positioning accuracy of ≤ 2 meter. 					
Quantity	Vibrator: minimum 8 Nos		Yes / No		
			Yes / No		
Make & Model of Vibrator			Yes / No		
Make & Model Encoder			Yes / No		
Make & Model Decoder			Yes / No		
Make & Model GPS			Yes / No		
Year of manufacture for vibrators	≤ five (5) years as on original bid closing date		Yes / No		
		Note: If vibrators are more than five years old, then the Vibrators must have been overhauled during last 5 (five) years ending last day of the month previous to the one in which bids are invited. Documentary evidence in this regard needs to be furnished.			

LVL & Up-hole SURVEY EQUIPMENT		SERVICE PROVIDER TO SPECIFY	DOCUMENTARY EVIDENCE IN SUPPORT ENCLOSED	REFERENCE IN TERMS OF PAGE NO., ANNEXURE ETC. OF BIDDER'S OFFER	REMARKS IF ANY
a. LVL Survey Equipment			Yes / No		
Make & Model			Yes / No		
Quantity: minimum One (1) Nos			Yes / No		
Year of manufacture	≤ five (5) years as on original bid closing date		Yes / No		
Data recording format			Yes / No		
Digital recorder with minimum 48 channels recording capability at 1 ms sampling interval for minimum 300m offset with weight drop			Yes / No		
b. Cable for Refraction Survey			Yes / No		
Make & Model			Yes / No		
Quantity: minimum One (1) Nos			Yes / No		
Length of cable (m) (customised as per survey requirement)			Yes / No		
Takeout Interval (m) (customised as per survey requirement)			Yes / No		
Year of manufacture	≤ five (5) years as on original bid closing date.		Yes / No		
c. Up-hole Survey Equipment			Yes / No		
Make & Model			Yes / No		
Quantity: minimum One (1) Nos			Yes / No		
Year of manufacture	≤ five (5) years as on original bid closing date		Yes / No		
Data recording format			Yes / No		
Up-hole Survey Digital Recorder with a minimum of 4 channels and downhole cable, hydrophone or down-hole geophones suitable for logging to 100 m depth with weight drop source.			Yes / No		
d. Low Frequency & High Sensitivity 4.5 Hz Geophones			Yes / No		
Make & Model			Yes / No		
Year of manufacture	≤ three (3) years as on original bid closing date.		Yes / No		
Natural Frequency	4.5 Hz ± 0.5 Hz		Yes / No		

Harmonic Distortion	≤ 0.3 %		Yes / No		
Sensitivity	>27 Volt/m/sec		Yes / No		
No. of Geophones per string	1		Yes / No		
Quantity: minimum 60 nos			Yes / No		
e. Hydrophone/ Down-hole Geophone for Up-hole Survey			Yes / No		
Make & Model			Yes / No		
Quantity:			Yes / No		
Year of manufacture	≤ three (3) years as on original bid closing date.		Yes / No		
f. Weight drop unit (Truck mounted)			Yes / No		
Make & Model			Yes / No		
Quantity: Minimum two (02) nos			Yes / No		

COMPUTING HARDWARE & SOFTWARE		SERVICE PROVIDER TO SPECIFY	DOCUMENTARY EVIDENCE IN SUPPORT ENCLOSED	REFERENCE IN TERMS OF PAGE NO., ANNEXURE ETC. OF BIDDER'S OFFER	REMARKS IF ANY
a. Software for 3D seismic survey simulation (OMNI/MESA/NORSAR/Equivalent): Latest version as on original bid closing date.			Yes / No		
Workstation: Minimum one (1) for aforesaid software			Yes / No		
Operating system: 64-bit or higher Processor: 10 th Generation or higher Ram: 64 GB or higher Storage: 2 TB or higher including minimum 512 GB SSD Graphics: 4GB or higher			Yes / No		
Make & Model			Yes / No		
Year of manufacture	≤ three (3) years as on original bid closing date		Yes / No		
b. Software for LVL/Uphole data processing and interpretation along with preparation of Near			Yes / No		

Surface Model (model based): Latest version as on original bid closing date				
Workstation: Minimum one (1) for aforesaid software			Yes / No	
Operating system: 64-bit or higher Processor: 10 th Generation or higher Ram: 32 GB or higher Storage: 2 TB or higher including minimum 512 GB SSD Graphics: 4GB or higher			Yes / No	
Make & Model			Yes / No	
Year of manufacture	≤ three (3) years as on original bid closing date		Yes / No	
c. Software for 3D seismic field data QC processing: Latest version as on original bid closing date			Yes / No	
Workstation: Minimum one (1) for aforesaid software			Yes / No	
Hard configuration: Operating system: 64-bit or higher Processor: 10 th Generation or higher RAM: 128 GB or higher Storage: 5 TB or higher including minimum 1 TB SSD Graphics: 8GB or Higher			Yes / No	
			Yes / No	
			Yes / No	
			Yes / No	
			Yes / No	
Make & Model			Yes / No	
Year of manufacture	≤ three (3) years as on original bid closing date		Yes / No	
d. Workstation: Minimum one (1) for Company's onsite QC representative in which all the requisite software's mentioned above must be installed for independent QC purpose			Yes / No	
Operating system: 64-bit or higher Processor: 10 th Generation or higher Ram: 32 GB or higher Storage: 2 TB or higher including minimum 512 GB SSD Graphics: 4GB or higher			Yes / No	
Make & Model			Yes / No	

Year of manufacture	≤ three (3) years as on original bid closing date		Yes / No		
Other ancillary equipment viz. Printer/Scanner, Plotter, Tape Drives, Networking, etc. Make & Model Year of manufacture ≤ five (5) years as on original bid closing date			Yes / No		

OTHER EQUIPMENT(S)	SERVICE PROVIDER TO SPECIFY	DOCUMENTARY EVIDENCE IN SUPPORT ENCLOSED	REFERENCE IN TERMS OF PAGE NO., ANNEXURE ETC. OF BIDDER'S OFFER	REMARKS IF ANY
E. COMMUNICATION EQUIPMENT		Yes / No		
Type		Yes / No		
Make & Model		Yes / No		
Quantity: Sufficient (to be quoted by Service provider)		Yes / No		
F. TRANSPORT EQUIPMENT		Yes / No		
Water tanker, 4 x 4 wheel drive (for Up-Hole survey, supply of drinking water in field, etc).		Yes / No		
Recording System in an air- conditioned cabin on a 4 x 4 wheel truck/vehicle		Yes / No		
Truck for weight drop unit (for LVL/Up-Hole Survey)				
Mobile Drilling rig capable of drilling hole of diameter-12 cm, and drilling up to 100m in sand due country with hard rock formations (for Up-Hole Survey)				
BULLDOZERS : Minimum two (2) Bulldozers in good working condition				

ANNEXURE-I

EXPERIENCE STATEMENT OF BIDDER/SERVICE PROVIDER

Experience in providing Seismic Data Acquisition during last seven (07) years preceding the original Bid Closing date must be as per experience criteria mentioned in BEC:

Sl. No.	Contract No.	Name & contact details of client	Place of operation & Source Type	Qty/Volume of 2D/3D data acquisition	Start date of contract	End date of contract
				LKM/Sq.KM		
1						
2						
3						
4						
5						
6						
7						
8						

Signature: _____

Name of the Bidder's Authorized Person: _____

Designation: _____

Seal of the Bidder:

Note: The bidder only has to submit the documentary evidence for those mentioned experience with the survey design adopted during execution of project as a proof towards live channel count/shot in tabulated form as above in respect of satisfactory execution of the contract.

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ANNEXURE - II

EQUIPMENT FOR SEISMIC DATA ACQUISITION

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

A. SURVEY EQUIPMENT:

The following survey equipment(s) must be in perfect working conditions throughout contract period to meet the required survey objectives, receiver/source efforts as per pre-planned survey design and project timeline already stipulated.

- i) DGPS (RTK) units capable of operating in L1 & L2 modes with required accessories. The vintage of these survey equipments should not exceed five (5) years as on Original Bid Closing date.
- ii) Survey software of latest version as on Original Bid Closing date in adequate quantity for survey data planning, management & processing. The software must be covered under maintenance contract for the entire duration of the contract with OIL.
- iii) Stand-alone workstations should not exceed three (3) years as on Original Bid Closing date.

The service provider must use DGPS (RTK) for reference point fixing and use RTK for control point survey & line implantation. However, in canopy cover area, service provider may use total stations (vintage \leq five (5) years as on Original Bid Closing date) for control point survey & line implantation. The respective quantities of inventory along with specification for all the survey related activities are to be provided by the service provider as per table below.

SURVEY EQUIPMENTS		SERVICE PROVIDER TO SPECIFY	REMARKS IF ANY
DGPS (RTK) System: Make & Model			
Quantity: 2 Base with radio & 8 Rovers			
Year of manufacture	\leq five (5) years as on original bid closing date		
Total Station (if any): Make & Model			
Quantity: 4 Nos.			
Year of manufacture	\leq five (5) years as on original bid closing date		
Softwares: Latest version as on original bid closing date. i. 3D field data management and planning software (AutoCAD/Grapher/Surfer/ArcGIS/Equivalent) ii. Survey data processing (e.g., TBC) software			
Workstation: Minimum one (1) for aforesaid Softwares			

Operating system: 64-bit or higher Processor: 10 th Generation or higher Ram: 32 GB or higher Storage: 2 TB or higher including minimum 512 GB SSD Graphics: 4GB or higher			
Make & Model			
Year of manufacture	≤ three (3) years as on original bid closing date		

B. SEISMIC DATA ACQUISITION RECORDING EQUIPMENT & PERIPHERALS:

The vintage of seismic data acquisition recording equipment (& its peripherals) should not exceed **five (5) years** as on original bid closing date and must be in perfect working condition. The number of peripherals (viz. data recording units/nodes, cables, connectors, inter-connect boxes, sensors, shooting systems, harvester units, battery & charging units, communication devices, data transmission devices, spread QC tools) to be deployed must be adequate to have the capability of sufficient roll over for recording of requisite number of shots per day. The recording equipment & its compatible peripherals must be as per specifications mentioned below to complete the project within the stipulated time frame also considering the source & receiver effort as per survey design.

Seismic Data Acquisition Recording System:

- State of the art line telemetry/node based seismic data acquisition recording system with 24-bit $\Delta\Sigma$ (Delta-Sigma) Technology.
- The vintage of the recording system should not exceed **five (5) years** as on original bid closing date.
- The recording system and its allied accessories must be compatible with **sensors** suitable to logistics and terrains of the area using Explosive as energy sources.
- The recording system should have the capability to record a minimum of 4000 channels at 2 ms sampling per shot.
- Sufficient cables, sensors/nodes with provision of external/internal single component sensors for acquisition systems, accessories, encoder/decoder, remote units, interconnected boxes, shooting systems, harvester units, battery & charging units, communication devices, data transmission devices, spread QC tools etc.

Sensors:

Geophone: Number of geophones per station must be 12 (Twelve) having industry standard spike length. The configuration of Analog Geophones string must be : 6 x2 [(6 in series and two (2) such series in parallel)] for 10 Hz Geophones meeting the specified effective impedance, sensitivity and damping of the string. The offered Geophones must be fully compatible with seismic data acquisition system along with interface/line telemetry cables.

- Offered geophones must be analogue (conventional) geophone having natural frequency ≤ 10Hz. The offered Geophones must be fully compatible

with seismic data acquisition system along with interface/line telemetry cables.

- The vintage of the cables and geophones should not exceed **three (3) years** as on original bid closing date.
- The sensors must meet the minimum criterion given below.

Sl.No.	Parameters	Values
1	Sensitivity (open circuit) for string configuration	140 V/M/S or more
2	Natural Frequency	≤ 10 Hz with tolerance ± 0.5 Hz
3	Distortion	≤ 0.3 %
4	Tilt	0 to 15°
5	Spurious Frequency	≥ 140 Hz
6	Operating Temperature	-40° C to 80° C
7	Polarity	SEG standard

The respective quantities of inventory along with specification for seismic data acquisition recording equipment & peripherals are to be provided by the service provider as per table below:

SESIMIC DATA RECORDING EQUIPMENT & PERIPHERALS		SERVICE PROVIDER TO SPECIFY	REMARKS IF ANY
a. 24-bit $\Delta\Sigma$ (Delta-Sigma) Line Telemetry/node-based recording system			
Make & Model			
Quantity: One (1)			
Year of manufacture	\leq five (5) years as on original bid closing date		
4000 channels recording capability at 2 ms sampling per shot			
Data recording format			
b. Seismic Cables/nodes			
Make & Model			
Type of cables:			
Quantity: sufficient for minimum 10000 channels			
Length of single cable (m): as per OEM specification to cater the RI of 30 meter with sufficient provision for detour			
Group Interval (m) (No. of takeout per cable)			
Year of manufacture	\leq three (3) years as on original bid closing date for cables		
	\leq five (5) years as on original bid closing date for nodes with internal sensors		

	≤ three (3) years as on original bid closing date for nodes with external sensors		
c. Geophones: Analogue (conventional) geophone having natural frequency ≤ 10Hz.			
Quantity of geophone string: minimum 10000			
Make & Model			
Year of manufacture	≤ three (3) years as on original bid closing date		
Sensitivity (open circuit) for string configuration			
Natural Frequency			
Distortion			
Spurious Frequency			
Operating Temperature			
String Configuration			
Polarity			
d. Vibrators			
Vibrators with sweep control units including Encoder/Decoder: <ul style="list-style-type: none"> • Peak force of should be greater than of 60,000 lb. • Frequency Limits 7 Hz to 200 Hz or better • Capable of generating linear and nonlinear sweeps. • All-terrain buggies. • Sand Tyres suitable for traversing the terrain in the area. • Each Vibrator with GPS System with point positioning accuracy of ≤ 2 meter. 			
Quantity Vibrator: minimum 8 Nos			
Make & Model of Vibrator			
Make & Model Encoder			
Make & Model Decoder			
Make & Model GPS			
Year of manufacture for	≤ five (5) years as on original bid closing date		
Note: If vibrators are more than five years old, then the Vibrators must have been overhauled during last 5 (five) years ending last day of the month previous to the one in which bids are invited. Documentary evidence in this regard needs to be furnished.			

C. LVL/Uphole SURVEY EQUIPMENT: LVL Survey equipment should not exceed **five (5) years** as on original bid closing date and must be in perfect working

condition. The system must comprise of the followings:

- For LVL survey, digital recorder with minimum 48 channels recording capability at 1 ms sampling interval with weight drop (truck mounted) or explosive or detonator as source.
- Suitable cable with minimum 300m length for LVL Survey meeting manufacturer's specifications.
- Up-hole Survey Digital Recorder with a minimum of 4 channels and downhole cable, hydrophone suitable for logging to 100m depth and a weight drop (truck mounted) source.
- Geophones for refraction survey shall meet manufacturer's specifications.
- One (1) equipment set for LVL Survey.
- One (1) equipment set for Up-hole Survey.

The respective quantities of inventory along with specification for LVL/Up-hole survey recording are to be provided by the service provider as per table below.

LVL & Up-hole SURVEY EQUIPMENT		SERVICE PROVIDER TO SPECIFY	REMARKS IF ANY
a. LVL Survey Equipment			
Make & Model			
Quantity: minimum One (1) Nos			
Year of manufacture	≤ five (5) years as on original bid closing date		
Data recording format			
Digital recorder with minimum 48 channels recording capability at 1 ms sampling interval for minimum 300m offset with weight drop			
b. Cable for Refraction Survey			
Make & Model			
Quantity: minimum One (1) Nos			
Length of cable (m) (customised as per survey requirement)			
Takeout Interval (m) (customised as per survey requirement)			
Year of manufacture	≤ five (5) years as on original bid closing date.		
c. Up-hole Survey Equipment			
Make & Model			
Quantity: minimum One (1) Nos			
Year of manufacture	≤ five (5) years as on original bid closing date		
Data recording format			
Up-hole Survey Digital Recorder with a minimum of 4 channels and downhole cable,			

hydrophone and geophones suitable for logging to 100 m depth with weight drop source.			
d. Low Frequency & High Sensitivity 4.5 Hz Geophones			
Make & Model			
Year of manufacture	≤ three (3) years as on original bid closing date.		
Natural Frequency	4.5 Hz ± 0.5 Hz		
Harmonic Distortion	≤ 0.3 %		
Sensitivity	>27 Volt/m/sec		
No. of Geophones per string	1		
Quantity: minimum 60 nos			
e. Hydrophone for Up-hole Survey			
Make & Model			
Quantity: minimum One (1) Nos			
Year of manufacture	≤ three (3) years as on original bid closing date.		

D. COMPUTING DEVICES: Stand-alone workstations vintage do not exceed **three (3) years** as on original bid closing date with adequate RAM, disk-space to run the following application **software packages of latest version** at the time of original bid closing date. The respective Softwares must be covered under maintenance contract for the entire duration of the contract with OIL.

- Stand-alone workstation with software (OMNI/MESA/NORSAR/Equivalent) for 3D seismic survey simulation.
- Stand-alone workstation with software for LVL/Uphole data processing and interpretation along with preparation of Near Surface Model (model based).
- Stand-alone workstation with software for **3D seismic field data QC processing:** Full-fledged 3D Seismic Data Processing software for field QC processing of acquired 3D seismic data. The vintage of the hardware should not exceed **three (3) years** as on the original bid closing date and must be in perfect working condition. The hardware of the proposed workstation including Operating system, Processor, RAM, Storage & Graphics of proposed workstation shall be adequate to run application QC processing software and interactive visualization for QC purpose at field base camp site. It must have seamless compatibility for seismic data read from data recording equipment and write project deliverables in suitable media as per NIT requirement. The workstation must be connected to a network plotter, printer/scanner, tape drive for back-ups, etc. The field processing software version (Seismic Processing packages along with version, date of release) shall be of **latest version** as on original bid closing date. If the workstation for 3D seismic field data QC processing is found not capable for handling the data set during project execution, then suitable replacement of the workstation must be done by the service provider under intimation to Company.
- Dedicated Stand-alone workstation for Company's onsite QC representative which must be connected to network plotter, printer/scanner, etc. to provide

the technical inputs to the service provider. Softwares for 3D field data management and planning, software for 3D seismic survey simulation, software for viewing LVL/Uphole raw data, processing, interpretation along with Near Surface Model (model based) must be installed in the dedicated workstation to be assigned for Company's onsite QC representative.

- Minimum five (5) stand-alone workstations (including workstation for survey data management) with minimum configuration as mentioned in table below shall be deployed by the service provider.
- The other ancillary equipment viz. network colour laser printer with scanner facility capable of printing A3 paper size, network colour plotter capable of printing 36" paper size and IBM 3592 cartridge drives, etc. should not exceed **five (5) years** as on original bid closing date and must be in perfect working condition.

COMPUTING HARDWARE & SOFTWARE		SERVICE PROVIDER TO SPECIFY	REMARKS IF ANY
a. Software for 3D seismic survey simulation (OMNI/MESA/NORSAR/Equivalent): Latest version as on original bid closing date.			
Workstation: Minimum one (1) for aforesaid software			
Operating system: 64-bit or higher Processor: 10 th Generation or higher Ram: 64 GB or higher Storage: 2 TB or higher including minimum 512 GB SSD Graphics: 4GB or higher			
Make & Model			
Year of manufacture	≤ three (3) years as on original bid closing date		
b. Software for LVL/Uphole data processing and interpretation along with preparation of Near Surface Model (model based): Latest version as on original bid closing date			
Workstation: Minimum one (1) for aforesaid software			
Operating system: 64-bit or higher Processor: 10 th Generation or higher Ram: 32 GB or higher Storage: 2 TB or higher including minimum 512 GB SSD Graphics: 4GB or higher			
Make & Model			
Year of manufacture	≤ three (3) years as on original bid closing date		
c. Software for 3D seismic field data QC processing: Latest version as on original bid closing date			

Workstation: Minimum one (1) for aforesaid software			
Hard configuration:			
Operating system: 64-bit or higher			
Processor: 10 th Generation or higher			
RAM: 128 GB or higher			
Storage: 5 TB or higher including minimum 1 TB SSD			
Graphics: 8GB or Higher			
Make & Model			
Year of manufacture	≤ three (3) years as on original bid closing date		
d. Workstation: Minimum one (1) for Company's onsite QC representative in which all the requisite software's mentioned above must be installed for independent QC purpose			
Operating system: 64-bit or higher			
Processor: 10 th Generation or higher			
Ram: 32 GB or higher			
Storage: 2 TB or higher including minimum 512 GB SSD			
Graphics: 4GB or higher			
Make & Model			
Year of manufacture	≤ three (3) years as on original bid closing date		
Other ancillary equipment viz. Printer/Scanner, Plotter, Tape Drives, Networking, etc. Make & Model Year of manufacture ≤ five (5) years as on original bid closing date			

E. COMMUNICATION EQUIPMENT: Communication equipment to be provided including walkie-talkies, VHF radios, SSB radios, sufficient for the project and the units must meet the manufacturer's specifications.

F. TRANSPORT EQUIPMENT: The service provider has to decide and bring requisite quantity of specialized transport for crew, explosive vans and jeeps for explosive movement, Instrument van, to carry out seismic survey in areas as described in Scope of Work. All the available indigenous transport has to be arranged by the service provider, locally. All the transport must be in perfect working condition and meet all the desired specification including insurance and the requisite licenses for the purpose of use. All the vehicles must be equipped with all seat belts, First Aid Kit, Spare wheel, fire-extinguisher etc. as per HSE standards.

The respective quantities of inventory along with specification for other equipment(s) are to be provided by the service provider as per table below:

OTHER EQUIPMENT(S)	SERVICE PROVIDER	REMARKS IF ANY
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	TO SPECIFY	
E. COMMUNICATION EQUIPMENT		
Type		
Make & Model		
Quantity: Sufficient (to be quoted by Service provider)		
F. TRANSPORT EQUIPMENT		
Type		
Quantity: Sufficient (to be quoted by Service provider)		

Note: The documentary evidence i.e., invoices (original & copies) against each type of equipment against which vintage criteria has been sought in the NIT document has to be submitted during the mobilization in support of the requisite vintage criteria of respective equipment. Also, the service provider has to provide supporting documents i.e., technical brochures, literature etc. during the mobilization to assess the specifications of the offered equipment & accessories.

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ANNEXURE-III

Date: _____

To:
GM-C&P
RAJASTHAN FIELD
JODHPUR-342005

Sub: Undertaking for Equipment & Accessories deployment against **OIL's IFB No. GEM/2023/B/4272318.**

We categorically confirm/comply/undertake with the followings in our technical bid submitted against OIL's IFB No. **GEM/2023/B/4272318:**

1. In the event of award of contract, we shall deploy minimum survey equipment, seismic data acquisition equipment & accessories, LVL/Uphole equipment, Computing devices, Communication equipment, Vibrators and Transport during the execution of the contract which shall meet or exceed minimum requirements as per **ANNEXURE-II** for respective crews.

2. We categorically confirm that the offered equipment shall meet the stipulated specifications as per the **ANNEXURE-II** & are technically capable to execute the intended services.

3. The offered equipment shall meet the stipulated vintage criteria as per the **ANNEXURE-II**. In case of award of contract, during mobilization we shall furnish documentary evidence in support of the vintage of the equipment which have been proposed in our technical bid to be deployed in the field for the execution of the contract prior to mobilization for respective crews.

4. We have explicitly mentioned "Quantities" against each of the equipment type proposed for deployment in the ANNEXURE-II submitted at our end. The offered numbers of each of the listed equipment are as per minimum requirement specified in ANNEXURE-II. We further confirm that we shall mobilise additional equipment sets if required with prior approval of Company to accomplish the scope-of-work within stipulated contract schedule.

5. In case of award of contract, we shall deploy the same make & model of the equipment which have been offered in the technical bid as per the ANNEXURE-II.

6. We understand that the bids with non-submission of **ANNEXURE-II** & **ANNEXURE-III** shall be outrightly rejected w. r. t. the undertakings stipulated in BEC Clause 3.2 of NIT.

For and on behalf of Service provider

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ANNEXURE-IV**LIST OF KEY PERSONNEL TO BE OFFERED BY THE BIDDER****Professional Staff for Seismic Data Acquisition at all times during the period of Vibroseis Seismic Survey:**

S. N.	Position	Minimum Work Experience as on original bid closing date	Quantity
01	Party Chief	10 years in 3D Seismic Survey Crew out of which minimum 5 years as Party Chief in 3D Seismic Survey Crew.	One (1)
02	Field QC Geophysicist	Geophysicist with 5 years of experience as field QC Geophysicist in 3D Seismic Survey Crew.	One (1)
03	QC Processing Geophysicist	Geophysicist with 5 years of experience as QC Processing Geophysicist in 3D Seismic Survey Crew.	One (1)
04	Seismologist	Geophysicist with 5 years of experience as Seismologist in 3D Seismic Survey Crew.	One (1)
05	Observer	Geophysicist 5 years as Observer in 3D Seismic Survey Crew.	One (1)
06	Sr. Surveyor	5 years as Surveyor in 3D Seismic Survey Crew.	Two (2)
07	Field Coordinator /Logistic Support	5 years out of which at least 2 years of experience related to coordination/PR in Seismic Survey Crew.	Three (3)
08	HSE Manager	5 years out of which at least 2 years of experience related to HSE in Seismic Survey Crew.	One (1)
09	LVL/Uphole Survey Geophysicist	Geophysicist with at least 2 years of experience in Seismic Survey Crew.	One (1)
10	Instrument Technician	5 years as Instrument Technician.	One (1)
11	Vibrator Operator	5 years as Vibrator Operator	Six (6)

Note:

1. For the position of **Party Chief, Field QC Geophysicist, QC Processing Geophysicist, Seismologist, LVL/Uphole Survey Geophysicist and Observer** the education qualification should be Master in Geophysics.
2. Service provider must submit detailed bio-data of all its key personnel per crew to be deployed for the whole period of the project prior to mobilization. The Experience criteria of all the above-mentioned key manpower shall be calculated as on original bid closing date. In this regard bifurcation of experience in 2D & 3D Seismic Crew must be there in the resume for the proposed key position in case of 2D & 3D combined project. They shall not be replaced or transferred without prior notification to the Company. Company's

approval is essential in case they are desired to be replaced by the service provider with equally competent persons satisfying minimum experience criteria and Company's decision in this regard will be final.

3. The above list indicates the minimum requirement of Key Personnel and their experience. The Contractor may deploy other personnel e.g. observers, surveyors, technicians, Vibrator Mechanics etc. to accomplish the job as per the defined parameters and time frame. The detailed bio-data of the key personnel must be submitted with the technical bid. The radio operators, etc. must have valid licenses to operate in Rajasthan, India. The Supervisor and the Party Chief have to be efficient enough to coordinate with Company and perform all other required interaction with external agencies for executing the job successfully. All the key personnel must be fluent in speaking, writing and understanding English language.
4. The service provider who does not meet the technical experience criteria on their own and are bidding on the strength of Joint venture/parent/subsidiary must deploy the key personnel viz. Party Chief, Field QC Geophysicist, QC Processing Geophysicist, Seismologist, Sr. Surveyor & Observer from their technical counterpart for the entire duration of contract.
5. The service provider shall plan judiciously for replacement of manpower in respective crews especially for overseas expatriates deployed in respective key positions with proper overlapping of outgoing & incoming overseas expatriates within the lead time during execution of the contract.

Note: Bio-data format shall be shared with the successful bidder prior to mobilization.

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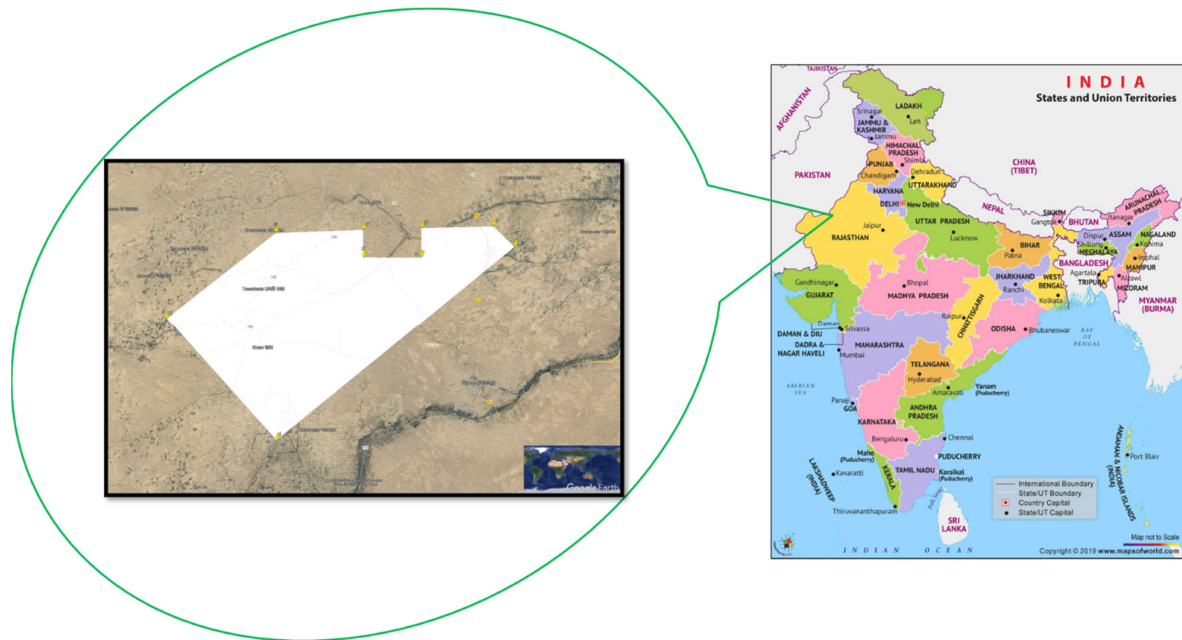
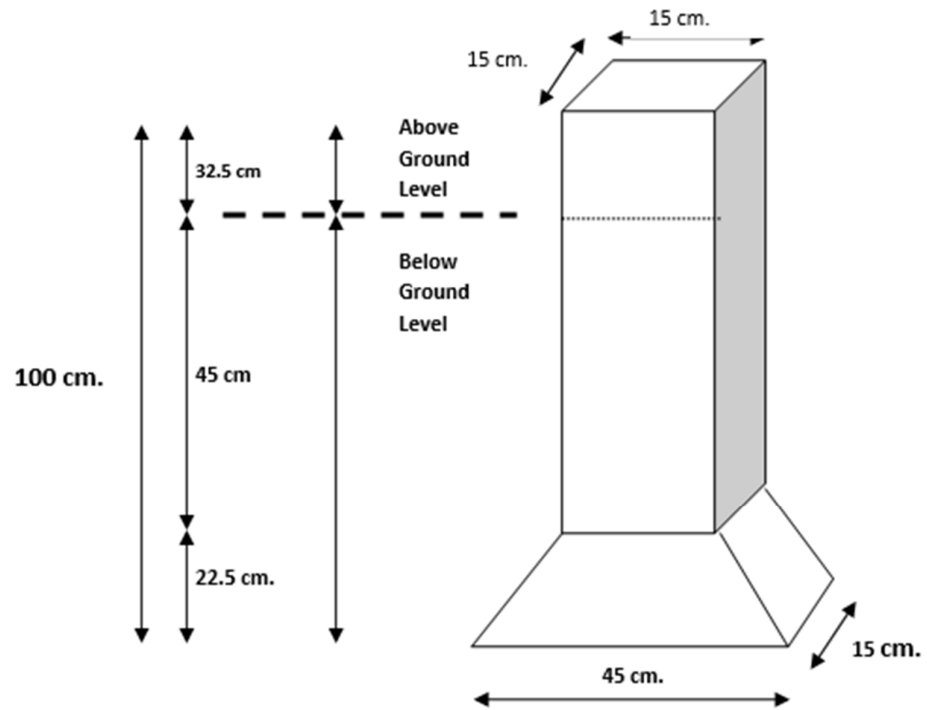


Figure-01: A map showing the location of the survey area.

SKETCH OF THE PILLAR



APPENDIX-III**SCHEDULE OF SEISMIC AND ANCILLARY DATA DELIVERY**

Srl. No.	Item	Media (Copies)	Remarks
1	Raw Seismic Data	IBM 3592 tape (2 nos)	Within 10 days of completion of the 2D line and 3D swath
2	SPS files, observer's reports with shot-receiver geometry, statics, skip-recovery, edits, recording parameter, LVL profiles, Up-hole data in a format acceptable to Company.	USB drives (2)	Within 10 days of completion of the 2D line and 3D swath
3	Survey data in UKOOA, ASCII format along with LVL and Up-hole survey locations. Soft copy of base maps showing cumulative progress of Recording, Survey, LVL, Up-hole, fold coverage map, LVL location Map, Up-hole location Map.	USB drives (2)	Within 10 days of completion of the 2D line and 3D swath
4	a) Raw Seismic Data b) SPS files, observer's reports with shot-receiver geometry, statics, skip- recovery, edits, recording parameters, LVL profiles, Up- hole profiles in a format acceptable to Company. c) Survey data in UKOOA, ASCII format d) Maps in PDF: Base maps, fold coverage map, LVL location map, Up-hole location map, Reference pillar map e) Tape List	SSD (1)	Within 10 days of completion of the 2D line and 3D swath
5	a) SPS files (r, s, x Files) with shot & receiver statistics b) Observer's report c) Recording Parameter d) Header information of Seismic Data	USB drives (2)	Within 10 days of completion of the 2D survey and 3D block

	e) Skip/Recovery Information f) LVL Profiles/Statistics g) Up-hole Statistics h) Survey data of Shot & Receiver in UK00A & ASCII Format i) Final Maps in PDF format (In 1:50,000, 1:100,000 & 1:250,000) - Base Maps - Fold coverage map - LVL location Map - Up-hole location Map - Reference pillar map j) Reports - Weekly reports - Monthly reports - Final Operational report - Final Topographical Survey - Final Acquisition Report - Tape List		
6	a) Raw Seismic data of the entire block b) SPS files (r, s, x Files) with shot & receiver statistics c) Observer's report d) Recording Parameter e) Header information of Seismic Data f) Skip/Recovery Information g) LVL Profiles/Statistics h) Up-hole statistics i) Survey data of Shot & Receiver in UK00A & ASCII Format j) Final Maps in PDF format (Scales : 1:50,000, 1:100,000 & 1:250,000) - Base Maps - Fold coverage map - LVL location Map - Up-hole location map - Reference pillar map k) Reports - Weekly reports - Monthly reports - Final Operational report - Final Topographical Survey Report - Final Acquisition Report - Tape List	SSD (2)	Within 15 days of completion of the 2D survey and 3D block

7	<p>Maps-soft copies in mutually agreed two different Scale</p> <ul style="list-style-type: none"> -Base Map -Coverage map -Location map LVL -Location map Uphole -Reference pillar map <p>(Scales: In mutually agreed two different Scale)</p> <p>Format: .shp file/.kmz file</p>	USB drives (2)	Within 15 days of completion of the 2D survey and 3D block
8	a) Geometry Applied Seismic data of the entire block in std. SEG Y format	IBM 3592 Tape (2 nos) and SSD (1)	Within 15 days of completion of the 2D survey and 3D block
9	<p>a) Final Geometry Files in ASCII</p> <p>b) Final Trace kill table</p> <p>c) First Break pick file</p> <p>d) Final Velocity</p> <p>e) Final Brute Stack 2D Profile & 3D Volume in Std. SEG Y format</p>	USB drives (2)	Within 15 days of completion of the 2D survey and 3D block

Note:

- i. Project data delivery format as per OIL's Standard Operating Procedures which will be shared with successful bidder prior to mobilization.
- ii. Two SPS file will be submitted separately one with all accepted shots and second with all accepted & rejected shots.

PROFORMA-A

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

Sl. No.	Item Description	Qty/ Unit	Rate	Total	Freight & Insurance	CIF Value	Port & Other charge	Landed Cost	Is it re-exportable? YES or NO	Year of Mfg.	HSN Code
A	B	C	D	$E = C \times D$	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**PRICE BID FORMAT**

Item No	Description	UOM	Quantity	Unit Rate (INR)	Total Amount (INR)
1	MOBILISATION CHARGES	Lumpsum	1	MOB*	1 x MOB
2	EXPERIMENTAL SURVEY	Per Day	10	EXP**	10 x EXP
3	STAND-BY DAY RATE	Per Day	15	SBR	15 x SBR
4	FORCE-MAJURE DAY RATE	Per Day	15	FM	15 x FM
5	CHARGES FOR ACQUISITION OF 110 FULL FOLD 3D SEISMIC VIBROSEIS DATA (BIN SIZE: 15M X 15M)	Per Sq.Km. full fold	265	OR3D*** (Maximum of "A" as per Operating Rate Matrix given below)	265 x OR3D
6	CHARGES FOR ACQUISITION OF 150 FULL FOLD 2D SEISMIC VIBROSEIS DATA	Per LKM full fold	60	OR2D*****	60 x OR2D
7	LVL RECORDING	Per Location	200	LVL	200 x LVL
8	UP-HOLE RECORDING	Per Location	100	UH	100 x UH
9	FIXING OF REFERENCE POINTS	Per Location	50	FRP	50 x FRP
10	DEMOBILIZATION CHARGES	Lumpsum	1	DMOB*****	1 x DMOB
Total estimated Contract Cost inclusive of all liabilities & taxes excluding GST					
Total estimated Contract Cost inclusive of all liabilities & taxes including GST					

* The lump sum Mobilisation Charges must not be quoted more than 5% of the Total evaluated contract value (excluding Mobilization and De-mobilization price).

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

*** For evaluation purposes the Unit Price for Sr. No. 5 i.e., Charges for Acquisition of 110 full fold 3D Vibroseis Seismic Data of 15m x 15m (bin size) the maximum rates as quoted in the Table-01 given below will be considered. However, payment will be made on the basis of rate for actual parameters adopted in the field after pre-acquisition experimental work.

**** The lump sum Demobilization Charges should not be less than 5% of the total evaluated contract value (excluding Mobilization and De-mobilization price).

***** For evaluation purposes the Unit Price for Sr. No. 6 i.e., Charges for Acquisition of 150 full fold 2D Vibroseis Seismic Data the maximum rates as quoted in the Table-02 given below will be considered. However, payment will be made on the basis of rate for actual parameters adopted in the field after pre-acquisition experimental work.

Table-01

Operating Rate Matrix of the Source Parameter for Acquiring 110 full fold 3D Vibroseis Seismic Data (15

m x 15 m bin size):

Sl. No.	Sweeps per VP	Sweep Length (seconds)	Code	Price per Sq. Km of 110 full fold 3D Vibroseis Seismic Data Acquisition (15m X 15m bin size). (Currency: INR)
1	04	12	Aa1	
2	04	14	Aa2	
3	04	16	Aa3	
4	05	12	Aa4	
5	05	14	Aa5	
6	05	16	Aa6	
7	06	12	Aa7	
8	06	14	Aa8	
9	06	16	Aa9	

Table-02**Operating Rate Matrix of the Source Parameter for Acquiring 150 full fold 2D Vibroseis Seismic Data**

Sl. No.	Number of Vibrators per fleet	Sweeps per VP	Sweep Length (seconds)	Code	Price per Sq. Km of 150 full fold 2D Vibroseis Seismic Data Acquisition (Currency: INR)
1	01	03	12	Bb1	
2	01	03	14	Bb2	
3	01	03	16	Bb3	
4	01	04	12	Bb4	
5	01	04	14	Bb5	
6	01	04	16	Bb6	
7	01	05	12	Bb7	
8	01	05	14	Bb8	
9	01	05	16	Bb9	
10	02	03	12	Cc1	
11	02	03	14	Cc2	
12	02	03	16	Cc3	
13	02	04	12	Cc4	
14	02	04	14	Cc5	
15	02	04	16	Cc6	
16	02	05	12	Cc7	
17	02	05	14	Cc8	
18	02	05	16	Cc9	

- i) Service Provider shall be paid the Operating Charges for 3D seismic data acquisition in per square kilometre full fold (Full Fold:110) basis and for 2D seismic data acquisition in per line kilometer full fold (Full Fold:150) basis.
- ii) All taxes other than GST shall be borne by the Service Provider. The quoted price shall be exclusive of GST. The applicable GST shall be on Company's account. However, liability for payment of the GST in case of Indian Bidder and overseas Bidder having offices in India shall lie on the Service Provider. The quantum (%age) of GST as applicable against the contract must be indicated separately.
- iii) Custom Duty: The services under this Contract shall be carried out in PML areas of the Company and therefore, imports under this Contract is presently exempted from Customs Duty. Bidders should take note of the same while quoting. No customs duty is therefore considered for evaluation.
- iv) Bid evaluation will be carried out based on the sum total of prices of item Srl. Nos. 1 to 10 of the price bid format shown above.

Authorized Person's Signature: _____**Name:** _____**Seal of the Bidder:**

BID FORM

To
OIL INDIA LIMITED
For GM-C&P
RAJASTHAN FIELD
JODHPUR-342005

Sub: IFB No. GEM/2023/B/4272318

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 Letter of Award (LOA).

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 10% of estd. contract value for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid closing 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 _____ 20__.

Authorized Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Tender No. : GEM/2023/B/4272318

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

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

(Authorised Signatory).

Name of the Bidder_____

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

Ref. No.

FORM OF BID SECURITY (BANK GUARANTEE)

Bank Guarantee No.

TO

OIL INDIA LIMITED

For GM-C&P

RAJASTHAN FIELD JODHPUR-342005

WHEREAS, (Name of Bidder) (hereinafter called “the Bidder”) has submitted their Bid No. datedfor the provision of certain OILFIELD services (hereinafter called “the Bid”) against OIL INDIA LIMITED, RAJASTHAN FIELD, JODHPUR (hereinafter called the “Company”)’s IFB No..... KNOW ALL MEN by these presents that we (Name of Bank) of (Name of country) having our registered office at (hereinafter called “the Bank”) are bound unto 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 , 2023.

THE CONDITIONS of this obligation are:

A. If the Bidder withdraws their bid during the period of bid validity specified by the Bidder;

Or

B. If the Bidder, having been notified of the acceptance of their bid by the Company during the period of bid validity:

- fails or refuses to execute the Form of Contract in accordance with the Instructions to Bidders in the tender documents, or
- fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders in the tender documents;

Or

3. If the Bidder furnishes fraudulent document/information in their bid

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable/email), 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 two or all of the 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 GUARANTOR.....

Name of Bank & Address.....

Witness

Address.....

(Signature, Name and Address)

FORM OF PERFORMANCE BANK GUARANTEE

To:

M/s. Oil India Limited

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 (May incorporate the Bank Name) 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 arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee is valid until the _____ day of _____

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO:
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contract Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall be restricted up to Rs.....
- b) This guarantee shall be valid till
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of the Bank _____
Address _____

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, Assam and Rajasthan Project Office at Jodhpur in the State of Rajasthan, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

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

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

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____. 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 Award and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexure attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- a) General Conditions of Contract, (Part-3, Section-I)
- b) Scope of Work/Terms of Reference/Technical Specification, (Part-3, Section-II)
- c) Special Conditions of Contract, (Part-3, Section-III)
- d) Schedule of Rates, (Part-3, Section-IV)
- e) Estimated CIF value of items at the time of import, (Proforma-A)
- f) Price Schedule Format, (Proforma-B)
- g) Bid Form, (Proforma-C)
- h) Statement of Compliance, (Proforma-D)
- i) Proforma of Bank Guarantee towards PP-LC (Proforma -L)
- j) Proforma of Bank Guarantee towards Ultimate Parent/Supporting Company (Proforma -P)

- k) Sample Agreement Form (Proforma-G)
- l) General HSE Guidelines (Appendix-A)
- m) Procedure for obtaining Labour Licence (Appendix-B)
- n) Undertaking regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India (Appendix-C)

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 Jodhpur, Rajasthan as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

Name:

Status:

In presence of

1.

2.

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

Name:

Status:

In presence of

1.

2.

* Bidders are NOT required to complete this form.

PROFORMA LETTER OF AUTHORITY

TO
GM (C&P)
Contracts & Purchase Department
Oil India Ltd., Rajasthan Field
Jodhpur-342005
Rajasthan, India

Sir,

Sub: OIL's IFB No. GEM/2023/B/4272318

We _____ confirm that Mr. _____ (Name and address) is authorised 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,

Authorised 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.

AUTHORISATION FOR ATTENDING BID OPENING

Date: _____

TO

GM (C&P)

Contracts & Purchase Department

Oil India Ltd., Rajasthan Field

Jodhpur-342005

Rajasthan, India

Sir,

Sub: OIL's e-Tender No. GEM/2023/B/4272318

We hereby authorise Mr. /Ms. _____ (Name and address) to be present at the time of Pre-Bid Meeting / Un-priced Bid Opening / PriceBid Opening and for any subsequent correspondence / communication of the above Tender due on _____ on our behalf.

Yours Faithfully,

Authorised 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 who signs the bid.

**To
GM-C&P
RAJASTHAN FIELD
JODHPUR-342005**

SUB: SAFETY MEASURES FOR TENDER NO. GEM/2023/B/4272318

DESCRIPTION OF WORK/ SERVICE:

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following:

- i) _____
- ii) _____
- iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be **rectified forthwith** or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)
Date _____

Yours Faithfully

M/s _____

FOR & ON BEHALF OF SERVICE PROVIDER

PROFORMA - L

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____

Bank Guarantee No. _____

Dated _____

To
Oil India Limited

India

Dear Sirs,

1. In consideration of _____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any / all money to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever

which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to INR in figures) _____ (Indian Rupees/US Dollars (in words) _____) and our guarantee shall remain in force until _____ (indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of _____ 20____ at _____

WITNESS NO.1

(Signature)
Full name and official address
(in legible letters)
Stamp

(Signature)
Full name, designation and address
(in legible letters)
With Bank

WITNESS NO.2

Attorney as per power of
Attorney No. _____
Dated _____

(Signature)
Full name and official address
(in legible letters)
Stamp

Provisions for procurement of Services pertaining to Oil & Gas business activities covered under Purchase Preference Policy (linked with Local Content) (PP-LC).

This tender will be governed by the Purchase preference policy (linked with Local Content) (PP-LC) of Ministry of Petroleum & Natural Gas, Government of India. Indian Bidders are advised to refer notification no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 & notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 and their subsequent amendments from MoP&NG, if any, and submit the necessary documents, declaration, undertaking etc. as per the policy guidelines along with their bid. As per the PP-LC policy, 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC (Local Content) manufacturer / supplier which are within the price band of 20% of the L1, subject to matching the L1 price. The tendered quantity is not splittable / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates. Bidders seeking Purchase preference (linked with Local Content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) as per values furnished vide original notification of the policy and subsequent amendments applicable as on the bid closing date. The remaining quantity will be awarded to L1 (i.e. Non-Local Content (NLC) manufacturer / supplier not meeting prescribed LC criteria). In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks EMD exemption under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently. Evaluation of bids with reference to PP-LC policy shall be done by OIL based on the documents submitted by the bidder. OIL shall not be responsible for any incorrect/incomplete submission of documents by bidder leading to non-compliance to PP-LC policy and denial of benefits under the policy.

Tenders involving eligible/qualified MSME Vendors as well as LC Vendors, preference regarding placement of order shall be accorded to MSME Vendors in line with Public Procurement Policy over PP-LC Policy as per notification no. F/1/4/2021-PPD dated 18.05.2023 and any subsequent Amendments to the same.

The bidder, who has been awarded the contract after availing Purchase Preference linked with Local Content, shall have to submit additional Bank Guarantee (format attached at Proforma-L) equivalent to the amount of Performance Security against the tender.

A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

[TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER
HEAD]

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s... .. (Name of the Bidder) for the last three (3) completed accounting years up to (as the case may be) are correct.

YEAR	TURN OVER In INR Crores	NET WORTH In INR Crores

Place :

Date:

Seal:

Membership No ..

Registration Code:

Signature :

FORM OF PERFORMANCE BANK GUARANTEE FOR PARENT COMPANY

To

**M/s OIL INDIA LIMITED (OIL)
RAJASTHAN FIELD
JODHPUR , RAJASTHAN - 342005**

WHEREAS (Name and address of Contractor) (hereinafter called "Contractor", which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) had undertaken, in pursuance of Contract No. to execute ----- (Brief Description of the Work) (hereinafter called "the Contract").

Further, M/s (Name of the ultimate parent) having its

registered/head office at is the **"Ultimate Parent"** of

"Supporting Company" M/s..... (Name of the supporting company with address)/M/s..... (Name of the Contractor with address, in case experience is taken from the ultimate parent) (hereinafter referred to as the 'SUPPORTING COMPANY'/ **"ULTIMATE PARENT"**, which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees). Based on the experience/technical strength of the **"Supporting Company"/ "Ultimate Parent"** (whichever is applicable), the CONTRACTOR has qualified for award of contract and has agreed to provide complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between OIL and the CONTRACTOR and OIL having agreed that the **"ULTIMATE PARENT"**, shall furnish to OIL a performance guarantee for Indian Rupees/US\$ towards providing complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above,

AND WHEREAS we have agreed to give the **"ULTIMATE PARENT"**, such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the **"ULTIMATE PARENT"**, 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 / **ULTIMATE PARENT** before presenting us with the demand.

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

This guarantee is valid until the day of . The details of the Issuing Bank and Controlling Bank are as under:

C. Issuing Bank:

BANK FAX NO:

BANK EMAIL
ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

D. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS

Designation

Name of Bank

Address

Witness

Address

Date:

Place:

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

a) The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the following details:

- i) "MT 760/MT 760 COV" for issuance of bank guarantee.
- ii) "MT 760/MT 767 COV" for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Swift Code- ICICINBBXXX, Unique identifier code (Field 7037): OIL503988890; Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

APPENDIX-A

GENERAL HSE POINTS

1.0 It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect in the Health, Safety & Environmental aspects of the entire job (namely, the persons employed by him, the equipment, the environment etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-Contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws by self and sub-Contractors.

2.0 Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and the Company PPE schedule. Safety appliances like protective footwear, safety helmet and full body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available, but in turn. OIL will recover the actual cost of the items by deducting from Contractor's bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3.0 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including as assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries and materials from the mining operation/operations to be done by the Contractor and how it is to be managed.

4.0 The Contractor shall provide a copy of SOP to the person designated by the Mine Owner/Agent/Manager who shall be supervising the Contractor's work.

5.0 Keep an up to date SOP and provide a copy to changes to a person designed by the Mine Owner/Agent/Manager.

6.0 The Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the Mine Owner a site

7.0 All persons deployed by the Contractor for working in mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.

8.0 The Contractor shall submit to DGMS indicating – name of his firm Registration Number, name 7 Address of person heading the firm, nature of work, type of deployment of work persons, No. of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

9.0 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

10.0 It will be entirely the responsibility of the Contractor/his Supervisor/Representative to ensure strict adherence to all HSE measures and statutory rules during operation in Oil's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by the Company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.

11.0 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.

12.0 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.

13.0 The Contractor shall have to report all incidents including near miss to installation manager/Departmental Representative of concerned department of OIL.

14.0 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and main attendance of his men every day for the work, punctuality.

15.0 If the Company arranges any safety class/training for the working personnel at site (Company employees, Contractor worker etc.) the Contractor will not have any objection to any such training.

16.0 The health check-up of Contractor's personnel is to be done by the Contractor in authorized Health Centers as per Oil's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

17.0 To arrange daily tool box meeting and regular site safety meeting and maintain records.

18.0 Records of daily attendance, accident report etc. are to be maintained in Form B.E.J (as per Mines Rules 1955) by the Contractor.

19.0 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are all the employee's place of work and who may be affected by the employee's act or omissions at work.

20.0 A Contractor employee must, while at work, co-operate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

21.0 Contractor's arrangements for health for health and safety management shall be consistent with those for the mine owner.

22.0 In case Contractor is found non-compliant of HSE laws as required the Company will have the right for directing the Contractor to take action comply with the requirements, and for further non-compliance, the Contractor.

23.0 When there is a significant risk to health, environment or safety of persons or pace arising because of a non-compliance of HSE measure the Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.

24.0 The Contractor should prevent the frequent change of his contractual employees as far as practicable.

25.0 The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.

26.0 For any HSE matters not specified in the Contract document, the Contractor will abide the relevant and prevailing Acts/Rules/Regulations pertaining to Health, Safety and Environment.

27.0 The contractor shall comply and follow the regulations of OMR 2017 and any subsequent amendments

Appendix-B

Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971

Every Contractor to whom this Act applies shall execute any work through Contract Labour only after obtaining valid license from Licensing Officer. To obtain license contractor is required to submit:

- i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;
- ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.
- iii) Original Form-V issued by PE
- iv) Demand Draft for license fees and security deposit payable in favour of Regional Labour Commissioner (Central), Ajmer along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;
- v) Copy of Work Order;
- vi) Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;

Note: 1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.

2. Contractors, may intimate Dy. Chief Labour Commissioner (Central), Ajmer for expediting/suitable action if they do not receive license nor any communication within a week.

3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining license until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining license by persuasion will be viewed seriously.

APPENDIX-C

**Format for Undertaking by Bidders towards compliance of office memorandum
F.No. 6/18/2019-PPD dated 23rd July, 2020 (Public Procurement no. 1) issued by
Department of Expenditure, Ministry of Finance, Govt. of India
(To be typed on the letter head of the bidder)**

Ref. No. _____

Date _____

Tender No. _____ **Dated** _____

OIL INDIA LIMITED

Dear Sirs,

"We have read the clause regarding restrictions on procurement from a bidder or a country which shares a land border with India; We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where evidence of valid registration by the Competent Authority shall be attached.]"

We also agree that, during any stage of the tender/contract agreement, in case the above information/documents submitted by us are found to be false, Oil India Limited has the right to immediately reject our bid/terminate contract at any stage and carry out further legal action on us in accordance with law.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: This form should be returned along with offer duly signed.

PROFORMA – C1

**UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS ON PROCUREMENT FROM A
BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA**

(To be typed on the letter head of the bidder)

Ref. No. _____

Date: _____

Tender No. _____ Date: _____

*OIL INDIA LIMITED C&P
DEPARTMENT,
JODHPUR, RAJASTHAN,
INDIA*

Dear Sirs,

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

(To be typed on the letter head of the bidder)

Ref. No. _____

Date: _____

Tender No. _____ Date: _____

OIL INDIA LIMITED C&P
DEPARTMENT,
JODHPUR, RAJASTHAN,
INDIA

Dear Sirs,

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,
For (type name of the firm here)

Signature of Authorized

SignatoryName:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

PROFORMA – C3

*ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF
TECHNOLOGY*

(To be typed on the letter head of the bidder)

Ref. No _____

Date: _____

Tender No. _____ Date: _____

*OIL INDIA LIMITED C&P
DEPARTMENT,
JODHPUR, RAJASTHAN,
INDIA*

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with the competent authority.

OR

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement.
[Evidence of valid registration by the Competent Authority shall be attached]

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A
LAND BORDER WITH INDIA**

Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide **Order No. F.7/10/2021-PPD (1) dated 23.02.2023** has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.

- (1) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.
- (2) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- (3) "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- (4) The beneficial owner for the purpose of para (3) above will be as under:
 - (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

- (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- (5) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- (6) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- (7) **Validity of Registration:** The registration should be valid at the time of submission of bid and at the time of acceptance of bid. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
- (8) **Undertaking regarding compliance:** The bidders are required to provide undertakings as per **PROFORMA – 4(A), PROFORMA – 4(B) & PROFORMA – 4(C)** along with their bid towards compliance of the above guidelines for participation in this tender. If the undertakings given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY / WHOLLY OWNED
SUBSIDIARY COMPANY (As the case may be)**

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this ____ day of ____ month ____ year by and between M/s. _____
(Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as Bidder
on the first part and M/s. _____ (Fill in full name, constitution and registered office address of
Parent Company/Subsidiary Company, as the case may be) hereinafter referred to as "Parent Company/
Subsidiary Company (Delete whichever not applicable)" of the other part:

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No.
_____ for _____ and M/s. _____ (Bidder) intends to bid against the
said tender and desires to have technical support of M/s. _____ [Parent Company/ Subsidiary
Company-(Delete whichever not applicable)] and whereas Parent Company/ Subsidiary Company (Delete
whichever not applicable) represents that they have gone through and understood the requirements of
subject tender and are capable and committed to provide the services as required by the Bidder for
successful execution of the contract, if awarded to the Bidder.

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

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in
the tender document as a main Bidder and liaise with OIL directly for any clarifications etc. in this
context.
2. M/s. _____ (Parent Company/ Subsidiary Company (Delete whichever not applicable)
undertakes to provide technical support and expertise, expert manpower and procurement
assistance and project management to support the Bidder to discharge its obligations as per the
Scope of work of the tender / Contract for which offer has been made by the Parent
Company/Subsidiary Company (Delete whichever not applicable) and accepted by the Bidder.
3. This agreement will remain valid till validity of Bidder's offer to OIL including extension if any and
till satisfactory performance of the contract in the event the contract is awarded by OIL to the
Bidder
4. It is further agreed that for the performance of work during contract period Bidder and Parent
Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and severely
responsible to OIL for satisfactory execution of the contract.
5. However, the Bidder shall have the overall responsibility of satisfactory execution of the contract
awarded by OIL.

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

For and on behalf of (Bidder)

For and on behalf of

(Parent Company/Subsidiary Company (Delete
whichever not applicable)

M/s.

M/s.

Witness:

Witness:

1)

1)

2)

2)

PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE (Delete whichever not applicable)

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

DEED OF GUARANTEE

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

WHEREAS

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, and having an office, amongst others, at Kakinada, Andhra Pradesh, and Jodhpur, Rajasthan, India hereinafter called “OIL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number for on

M/s (Mention complete name), a company duly organized and existing under the laws of (Insert jurisdiction/country), having its Registered Office at (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage.

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

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

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

1. The Guarantor (Parent Company / **Wholly Owned Subsidiary Company (Delete whichever not applicable)**) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.
3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL.
The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
4. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor’s obligations hereunder.
5. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of, India.

6. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
7. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.
For & on behalf of (Parent Company/Subsidiary Company (Delete whichever not applicable))

M/s _____

Witness:

1. Signature _____
Full Name _____
Address _____

Signature _____
Name _____
Designation _____

Common seal of the Company _____

Witness:

2. Signature _____
Full Name _____
Address _____

INSTRUCTIONS FOR FURNISHING PARENT/SUBSIDIARY COMPANY GUARANTEE

1. Guarantee shall be executed on stamp paper of requisite value and notarized.
2. The official(s) executing the guarantee shall affix full signature (s) on each page.
3. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by the Company Secretary shall be furnished alongwith the Guarantee.
4. Following certificate issued by Company Secretary of the guarantor company shall also be enclosed alongwith the Guarantee.

"Obligation contained in the deed of guarantee No. _____ furnished against tender No. _____ are enforceable against the guarantor company and the same do not, in any way, contravene any law of the country of which the guarantor company is the subject"

FORMAT OF AGREEMENT BETWEEN BIDDER THEIR SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY (Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company)
(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) hereinafter referred to as "Bidder" of the first part and M/s. _____ (Fill in full name, constitution and registered office address of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein after referred to as "Sister Subsidiary/ Co-subsidiary" of the second part and M/s. _____ (Fill in the full name, constitution and registered office address of the Ultimate Parent/Holding Companies of both the subsidiaries) hereinafter referred to as "Ultimate Parent/ Holding Company" of the third part.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have a technical support of M/s. _____ (Sister Subsidiary/Co-subsidiary Company) and Sister Subsidiary/Co-subsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the Bidder for successful execution of the contract, if awarded to the Bidder.

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

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.
2. M/s. _____ (Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the Bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Bidder.
3. This agreement will remain valid till validity of Bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the Bidder.
4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.
5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the Bidder for execution of the contract are honoured.
6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.
7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)

For and on behalf of
(Sister Subsidiary /
Co-subsidiary)

For and on behalf of
(Ultimate Parent / Holding
Company)

M/s.
Witness
1)
2)

M/s.
Witness
1)
2)

M/s.
Witness
1)
2)

Note: In case of contracts involving - (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance of any equipment, as the bidding company can draw on the experience of their multiple subsidiary sister/Co-subsiary company (ies) specializing in each sphere of activity, i.e. (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance, therefore, in that case, the above format shall be signed by all the sister/Co-subsiary company(ies) and necessary modifications may be made in the above format to include all sister subsidiaries.

**PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS
FINANCIAL STANDING** (Delete whichever not applicable)
(TO BE EXECUTED ON COMPANY'S LETTER HEAD)
DEED OF GUARANTEE

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

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No.
_____ for _____ and M/s _____ (Bidder) intends to bid
against the said tender and desires to have Financial support of M/s
_____[Parent/Ultimate Parent/Holding Company(Delete whichever not applicable)]
and whereas Parent/Ultimate Parent/Holding Company(Delete whichever not applicable)
represents that they have gone through and understood the requirements of subject tender and
are capable and committed to provide the Financial support as required by the bidder for
qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR(or equivalent USD) during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:
 - (a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
 - (b) the liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
 - (c) this Guarantee has been issued after due observance of the appropriate laws in force in India.
 - (d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
 - (e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
 - (f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of
(Bidder)
Company)

Witness:

- 1.
- 2.

For and on behalf of
(Parent/Ultimate Parent/Holding

(Delete whichever not applicable)

Witness:

- 1.
- 2.

Annexure-X

Format of undertaking by Bidders towards submission of authentic
information/documents
(To be typed on the letter head of the bidder)

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your Tender No. GEM/2023/B/4272318 **Dated _____**

To,
GM (C&P)
Contracts & Purchase Department
Oil India Ltd., Rajasthan Field
Jodhpur-342005
Rajasthan, India

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

END OF TENDER DOCUMENT