



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

**NEF PROJECT**  
**TEL: (91) 374-2807451/62**  
**E-mail: [nef@oilindia.in](mailto:nef@oilindia.in)**  
**Website: [www.oil-india.com](http://www.oil-india.com)**  
**FAX: (91) 374-2801799**

M/s. \_\_\_\_\_

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## **COVERING LETTER**

### **E-TENDER NO. : CNG5848P15**

**Sub: Hiring of Services for Acquisition of 180 Ground Line KM (GLKM) of 2D Seismic Data in Deomali, Namchik PEL & Jairampur Extension PEL area of OIL.**

- 1.0 OIL INDIA LIMITED (OIL), a Government of India Enterprise having Navaratna status, is a premier E&P Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam in India. Duliajan is well connected by Air and the nearest Airport is at Dibrugarh, which is about 50 km from Duliajan.
- 2.0 In connection with its drilling and exploration activities for hydrocarbon, OIL's NEF Project, Duliajan invites ONLINE International Competitive Bids (ICB) through its e-Procurement Portal: <https://etender.srm.oilindia.in/irj/portal> under **Single Stage Two Bid System** from competent and experienced Service Providers/Contractors for providing the above data Processing & Interpretation Services.
- 3.0 You are invited to submit your most competitive online bid on or before the scheduled bid closing date and time. For your ready reference, few salient points (covered in detail in this Bid Document) are highlighted below:
  - (i) IFB No./E-Tender No. : CNG5848P15 dated 05.01.2015
  - (ii) Type of Bidding : Online-Single Stage-2 (Two) Bid System
  - (iii) Tender Fee : US \$ 320.00 **OR** INR 20,000.00
  - (iv) Bid Closing Date & Time : 11<sup>th</sup> February, 2015 (11:00 HRS IST)
  - (v) Technical Bid Opening Date & Time: 11<sup>th</sup> February, 2015 (14:00 HRS IST)
  - (vi) Price Bid Opening Date & Time : Will be intimated only to the eligible/qualified Bidders nearer the time.

- (viii) Bids to be addressed to : Bids must be uploaded online in OIL's E-procurement portal addressing to:  
Group General Manager (NEF)  
NEF Project, Oil India Limited,  
P.O.- Duliajan -786602, Assam, India.
- (ix) Bid Opening Place : Office of Group General Manager (NEF)  
NEF Project, Oil India Limited,  
Duliajan -786602, Assam, India.
- (x) Bid Security Amount : US \$ 32,000.00 **OR** INR 20,00,000.00
- (xi) Amount of Performance Guarantee : 7.5% of the estimated Contract Cost
- (xii) Duration of the Contract : Nine (9) Operating Months from the date of Mobilisation at site.
- (xiii) Quantum of Liquidated Damage for default in timely Mobilisation : 0.5% of total evaluated contract value for delay per week or part thereof, subject to maximum of 7.5%.
- (xiv) Original Bid Security to be submitted: GROUP GENERAL MANAGER (NEF)  
NEF PROJECT, OIL INDIA LIMITED  
DULIAJAN - 786 602, ASSAM, INDIA
- (xv) Integrity Pact : Must be digitally signed & uploaded alongwith the Techno-commercial Bid

#### 4.0 **GUIDELINES FOR PARTICIPTION AGAINST E-TENDER:**

- 4.1 Bidders can click on **Guest** login button in the e-portal to view the available open tenders. The detailed guidelines are available in OIL's e-procurement site (Help Documentation). For any clarification with respect to uploading of Bid, bidders may contact Mr. A. J. Sarmah, Sr. Manager (ERP-MM) at [arupsarmah@oilindia.in](mailto:arupsarmah@oilindia.in) or phone: 09954486025 (mob).
- 4.2 For taking part in OIL's e-Tenders, Bidders must have a legally valid digital certificate of Class 3 with Organizations Name as per Indian IT Act from the licensed Certifying Authority operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authority (CCA) of India (<http://www.cca.gov.in>). Bidders must also have a valid USER-ID/Vendor Code (issued by OIL) to access OIL's e-Procurement site for submission of bid.
- 4.3 Tender Document will not be issued in physical form by Company. Interested Bidders should submit their applications expressing intension for participation against the tender to the Group General Manager (NEF), NEF PROJECT, OIL INDIA LIMITED, DULIAJAN-786602, ASSAM, INDIA highlighting their full mailing address and clearly indicating their e-mail ID. Such applications must be accompanied with a demand draft towards the non-refundable **Tender Fee of USD 320.00 OR INR 20,000.00** (PSUs and firms registered with NSIC/SME are exempted from payment of cost of Bid Documents provided they furnish evidence that they are registered for the above services) in favour of OIL INDIA LIMITED and payable at DULIAJAN. The application and tender fee in original must be submitted at the aforesaid address of Company between **12<sup>th</sup> January, 2015 and 4<sup>th</sup> February, 2015** during office hours only i.e., one week prior to the scheduled bid closing date. On receipt of application and Tender Fee as above, **USER-ID** and initial **PASSWORD** will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal.

5.0 **IMPORTANT NOTES:**

- 5.1 Bidders, upon receipt of necessary USER-ID & PASSWORD, shall be required to upload their most competitive Bids (Technical Bid as well as Priced Bid) on-line under single stage two bid system through OIL's e-Tendering Portal upto **11:00 hrs** (IST) (Server Time) on the **bid closing date** as mentioned above. However, OIL's regular Contractors/Vendors, who are already in possession of USER-ID & PASSWORD, upon submission of Tender Fee can upload their Bids using their existing USER-ID & PASSWORD. The Techno-commercial Bids will be opened on the scheduled date of Bid opening at **14:00 hrs** (IST) in the Office of General Manager (NEF), NEF Project, Oil India Ltd, Duliajan, Assam, India in presence of authorized representative of the bidders who choose to attend. The Priced/ Commercial Bids of the technically qualified bidders only will be opened subsequently on a pre-determined date & time, which will be notified to all such bidders separately nearer the time.
- 5.2 However, if the above mentioned closing / opening date of the tender happens to be a non-working day due to Bandh/Strike etc. at Duliajan or any other reason, the bids will be received/opened on the following full working day maintaining same time schedule.
- 5.3 Bids in the form of physical documents shall not be accepted. The bid alongwith other supporting documents must be uploaded online through OIL's e-procurement portal, except the following documents, which shall be submitted in physical form (hard copy) in sealed envelope addressing to Group General Manager (NEF), NEF Project, Oil India Ltd, Duliajan-786602, Assam, India. The envelope should be duly super-scribed with OIL's Tender No. & Bid Closing Date and marked as "Original Bid Security".
- (a) Original Bid Security
  - (b) Printed catalogue/literature as applicable to the tender.
  - (c) Power of attorney for signing the Bid
  - (d) Any other document required to be submitted in original as per tender stipulations.

**Note: The envelope containing above documents including the original Bid Security must reach Group General Manager (NEF) at above address on or before 14:00 hrs. (IST) on the scheduled Bid Closing Date, failing which the bid shall be rejected. A scanned copy of Bid Security may also be uploaded alongwith the Technical bid in OIL's e-portal.**

- 5.4 The Technical Bid alongwith all technical documents related to the tender should be uploaded under **"Technical RFx Response"** Tab only. Bidders to note that no price/cost details should be uploaded in "Technical RFx response" Tab page. Details of Price/rates as per Price Bid Format/Price Bid can be uploaded as Attachment option under **"Notes & Attachments"** tab.
- 6.0 We now look forward to your active online participation against the tender.

Thanking you.

Yours faithfully,  
OIL INDIA LIMITED

(U. N. JENA)  
**CHIEF MANAGER (MATERIALS)-NEF**  
**For GROUP GENERAL MANAGER (NEF)**

## **PART-1**

### **INSTRUCTIONS TO BIDDERS**

- 1.0 Bidder shall bear all costs associated with preparation and submission of bid. Oil India Limited, hereinafter referred to as “Company”, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.1 Tender Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Tender Document was requested and User-ID & Password are issued/obtained. Unsolicited bids will not be considered and will be rejected straightway.
- 1.2 Tender Document will not be issued in physical form by Company. Interested Bidders should submit their applications expressing intension for participation against the tender to the Group General Manager (NEF), NEF PROJECT, OIL INDIA LIMITED, DULIAJAN-786602, ASSAM, INDIA highlighting their full mailing address and clearly indicating their e-mail ID, alongwith the non-refundable **Tender Fee of USD 320.00 OR INR 20,000.00** (PSUs and firms registered with NSIC/SME are exempted from payment of cost of Bid Documents provided they furnish evidence that they are registered for the above services) in favour of OIL INDIA LIMITED and payable at DULIAJAN. Such application and tender fee in original must be submitted at the aforesaid address of Company between **12<sup>th</sup> January, 2015 and 4<sup>th</sup> February, 2015** during office hours only i.e., one week prior to the scheduled bid closing date. On receipt of application and Tender Fee as above, **USER-ID** and initial **PASSWORD** will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL’s e-Procurement portal. However, OIL’s regular Contractors/Vendors, who are already in possession of USER-ID & PASSWORD, upon submission of Tender Fee can upload their Bids using their existing USER-ID & PASSWORD.
- 1.3 Company will not assume any responsibility whatsoever for non-receipt/delayed receipt or incomplete (without full address, e-mail ID & tender fee as aforesaid) applications. Details of the NIT can be viewed using “Guest Login” provided in the e-procurement portal. The link to e-procurement portal has also been provided through OIL’s website [www.oil-india.com](http://www.oil-india.com).

#### **A. BIDDING DOCUMENTS**

- 2.0 The services required, bidding procedures and contract terms are prescribed in this Bidding Documents.
- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

#### **3.0 AMENDMENT OF BIDDING DOCUMENTS:**

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

- 3.2 The Addendum will be uploaded in OIL's E-Tender Portal in the "Technical RFx Response" under the tab "Amendments to Tender Documents". All prospective bidders to whom Company has issued the Bidding Documents shall also be intimated about the amendments through post/courier or by Fax or e-mail. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. Bidders shall also check from time to time the E-Tender portal ["Technical RFx Response" under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids.

## **B. PREPARATION OF BIDS**

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

- 4.1 **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 authorised Agents in India, if any.

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

### **A: TECHNICAL BID**

- (i) Complete technical details of the services and equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Clause 9.0 herein below.
- (iii) Bid Security furnished in accordance with Clause 10.0 herein below.
- (iv) Certificate of Compliance and Statement of Non-compliance as per **Proforma-D** under **PART-4**.
- (v) **Proforma-A** of **PART-4** showing the items to be imported, if any, **without showing the rates/cost details/value** therein.
- (vi) Copy of Bid-Form without indicating prices in **Proforma-C of PART-4**
- (vii) Copy of Price bid format **without indicating prices** (**Proforma-B** in **PART-4**)
- (vii) Integrity Pact digitally signed by OIL's competent personnel as **PROFORMA-I** in **PART-4**. The same should be uploaded as part of technical Bid and digitally signed by the bidder.

### **B: PRICED/COMMERCIAL BID**

Bidder shall quote their prices and other commercial details as per the following formats available in OIL's E-procurement portal and attach the same under the **"Notes & Attachments" Tab**.

- (i) Bid Form as per **Proforma-C** in **PART-4** duly incorporating the value and other particulars.

- (ii) Price-Bid as per **Proforma-B** in **PART-4** duly incorporating the rates, amount and total value etc.
- (iii) Estimated CIF value etc. as per **Proforma-A** in **PART-4**, duly incorporating details in each column.

The Priced Bid shall contain the prices alongwith the currency quoted and any other commercial information pertaining to the services offered.

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

**7.0 BID PRICE:**

7.1 Prices must be quoted by the Bidders as per the “Price Bid Format” available in attachment form under “Notes & Attachment” Tab in OIL’s E- Tender Portal. Unit prices must be quoted by the bidders, both in words and in figures and the Price Bid is to be uploaded in attachment form.

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 whatsoever.

7.3 All Duties (except Customs Duty) and Taxes (excluding Service Tax) including Corporate Income Taxes and other levies payable by the successful bidder under the Contract for which this Bidding Document is issued, shall be included in the rates, prices and total Bid Price quoted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

7.4 **Customs Duty:** The services under this Contract shall be carried out in connection with petroleum exploration in NELP & ML/PEL areas of the Company, for which licenses have been issued or renewed to Company after 01/04/1999 and therefore, the items/equipment to be imported in connection with execution of this particular Contract is exempted from Customs Duty as per Government policy presently in vogue in line with Notification No. 12/2012-Customs dated 17.03.2012. OIL INDIA LIMITED shall issue Recommendatory Letters to the Contractor on submission of requisite import documents for obtaining necessary EC (Essentiality Certificates) from the DGH (Directorate General of Hydrocarbon), India for this purpose. However, securing EC, clearance of goods through Indian Customs authority and payment of port rent, demurrage etc. as applicable will exclusively rest on the Contractor. In case this Govt. policy is subsequently changed during the currency of the contract and thereby the Customs duty if become payable any, the same will be reimbursed by Company to the Contractor against documentary evidence. No customs duty will therefore be considered for bid evaluation in this instance. Bidders should take note of the same while quoting.

7.5 **Service Tax:** The quoted prices/costs shall be exclusive of Service Tax. Service Tax as applicable shall be on Company’s account. However, liability for payment of the service tax in case of Indian bidder and overseas bidders having offices in India will lie on the Contractor.

## **8.0 CURRENCIES OF BID AND PAYMENT:**

- 8.1 A bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price.
- 8.2 Indian bidders too can submit their bids in any currency (including Indian Rupees) and receive payment in such currencies on par with foreign bidders. However, currency once quoted will not be allowed to be changed.

## **9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:**

These are listed in BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.

## **10.0 BID SECURITY:**

- 10.1 Pursuant to Clause 5.0 above, the Bidder shall furnish Bid Security in the amount as specified in the "Covering Letter".
- 10.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to Sub-Clause 10.9 below.
- 10.3 The Bid Security shall be denominated in the currency of the bid or another freely convertible currency, and shall be in one of the following form:
- (a) A Bank Guarantee or irrevocable Letter of Credit in the prescribed format furnished herein vide **Proforma-E** or in another form acceptable to the Company from any of the following Banks only will be accepted:
- i) Any Nationalised / Scheduled Bank in India or
  - ii) Any Indian branch of a Foreign Bank or
  - iii) Any reputed foreign Bank having Correspondent Bank in India
- The Bank Guarantee / LC shall be valid for 30 days beyond the validity of the bids 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.
- (b) A cashier's cheque or demand draft drawn on 'Oil India Limited' and payable at Duliajan, Assam.
- 10.4 The **Original Bid Security** (in hard copy) as above must reach the office of Group General Manager (NEF), NEF Project, Oil India Ltd, Duliajan -786602, Assam, India on or before the scheduled time for bid opening, otherwise the Bid will be rejected. Bidders may send their bid security by Registered Post or by Courier Services or drop in the Tender Box placed at the Office of the General Manager (NEF) on or before 14:00 hrs. (IST) on the scheduled date of opening of the tender. Company shall not be however responsible for any postal delay/transit loss. Timely delivery of the bid security is the responsibility of the Bidder.

The **original Bid Security** is to be submitted alongwith a covering letter mentioning Bidder's name and address in a sealed envelope super-scribing the e-Tender Number and description of work and addressed to:

GROUP GENERAL MANAGER (NEF)  
NEF PROJECT, OIL INDIA LIMITED  
DILIAJAN – 786602, ASSAM, INDIA

A scanned copy of this document should also be uploaded online alongwith the un-priced Techno-commercial bid documents.

- 10.5 Any bid not secured in accordance with Sub-Clauses 10.1 through 10.4 shall be rejected by the Company as non-responsive.
- 10.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.
- 10.7 Successful Bidder's Bid Security will be discharged upon the Bidder's signing the contract and furnishing the performance security.
- 10.8 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 10.9 The Bid Security may be forfeited:
  - (a) If any Bidder withdraws or modifies their bid during the period of bid validity (including any subsequent extension).
  - (b) If a successful Bidder fails or refuses:
    - i) To accept the LOA issued by Company within the period of bid validity and/or to sign the contract within reasonable time or as notified in the LOA.
    - ii) To furnish Performance Security.
    - iii) To mobilize and/or to commence the assigned jobs within stipulated time frame.
- 10.10 In case any bidder withdraws its bid during the period of bid validity, the Bid Security shall be forfeited and the party shall be debarred for a period of 2(two) years.
- 10.11 **EXEMPTION FROM SUBMISSION OF BID SECURITY:** Central Govt. offices, Central Public Sector undertakings and firms registered with NSIC/SME (subject to furnishing proper evidence as per guidelines) are exempted from submitting Bid Security.

#### **11.0 PERIOD OF VALIDITY OF BIDS:**

- 11.1 Bids shall remain **valid for 120** days after the date of bid opening prescribed by the Company.
- 11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). The bid Security provided under Clause 10.0 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.



## **C. SIGNING & SUBMISSION OF BIDS**

### **12.0 SIGNING OF BID:**

- 12.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organizations Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 13.1 below.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

- 12.2 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 authorisation (as per **Proforma-H**) shall be indicated by written Power of Attorney accompanying the Bid.
- 12.3 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- 12.4 Any physical documents to be 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.
- 12.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

### **13.0 SUBMISSION OF BIDS:**

- 13.1 Bidders are requested to examine all instructions, forms, terms and specifications in the bid documents. Failure to furnish all information required as per the bid document or submission of online offers not substantially responsive to the tender in all respect will be at the bidders' risk and may result in rejection of its bid without seeking clarifications.

- 13.2 The tender is processed under Single stage - Two bid system. Bidder shall submit their “Technical bid” and “Priced bid”, both online, alongwith all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL’s e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL’s E-Tender Portal, detailed instructions is available in the **“HELP DOCUMENTATION”** in OIL’s E-Tender Portal. Guidelines for bid submission are also provided in the “Forwarding Letter”. The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the “Technical RFx Response” under “Techno-Commercial Bid” Tab Page only. Prices to be quoted as per Proforma-B and should be uploaded as Attachment just below the “Tendering Text” in the attachment link under “Techno-Commercial Bid” Tab under General Data in the e-portal. **No price should be given in the “Technical RFx Response”, otherwise bid shall be rejected.** Bids submitted in physical form shall not be considered, but rejected straightway.

However, the following documents should necessarily be submitted in physical form in sealed envelope super-scribing the Tender/IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder’s name and should be submitted to Group General Manager (NEF), Oil India Ltd., NEF Project, Duliajan-786602(Assam) on or before 14:00 Hrs (IST) on the bid closing date indicated in the IFB:

- i) The Original Bid Security
- ii) Power of Attorney for signing of the bid digitally
- iii) Any other document required to be submitted in original as per bid document requirement.
- iv) Printed catalogue and literature if called for in the bid document.

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

- 13.3 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 alongwith their Technical Bid.
- 13.4 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.
- 13.5 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 14.0 INDIAN AGENTS:** Foreign Bidders are requested to clearly indicate in their quotation whether they have any agent in India. If so, the bidder should furnish the name and address of their agent and state clearly whether the agent is authorized to receive any commission, particularly against this contract. Such commission, if payable any, must be included in the Bid price and the rate of commission should be clearly and categorically highlighted in the bids, which would be payable to Agent in non-convertible Indian currency by Company according to the Import Trade Regulation of India. Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid.

Further, Bidders are requested to quote directly and not through their agents in India. Moreover, one Indian Agent cannot represent more than one foreign bidder against the tender. In case an Indian agent represents more than one foreign bidder against the tender, then Bids of such foreign bidders shall be rejected.

Against this tender, either the Indian agent on behalf of the Principal/OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same item/product. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

**15.0 DEADLINE FOR SUBMISSION OF BIDS:** Bids must be uploaded online not later than 11:00 Hrs. (Indian Standard Time) on the bid closing date mentioned in the "Covering Letter". Bidders are requested to take note of this and arrange to submit their bids well within the deadline to avoid last minute rush/network problems.

**16.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

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

16.2 The Bidder's modification or withdrawal notice may also be sent by fax/e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

16.3 Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondences will be entertained in this regard.

16.4 No bid can be modified subsequent to the scheduled deadline for submission of bids. Post tender modification(s) of bid by any bidder within the period of its bid validity will lead to rejection of such offer and forfeiture of bidder's Bid security in full. Such modification (s) may also call for debarment of the bidder as mentioned above.

16.5 No bidder shall be permitted to withdraw their bid after its scheduled opening till expiry of bid validity including extended validity, if any. Such withdrawal will make the bidder liable to forfeit their Bid Security in full and be debarred them from participating against OIL's future tenders at the sole discretion of the Company and the period of debarment in no case shall be less than two (2) years.

**17.0 EXTENSION OF BID SUBMISSION DATE:**

Normally no request for extension of Bid Closing Date & Time will be entertained. However, Company at its option may extend the Bid Closing Date and/or Time for any reason as may be considered appropriate. In case of receipt of only one Bid within the scheduled Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date upto two (2) weeks at its option. However, the bidder whose bid has been received within the bid closing date and time, will not be allowed to revise their Bid/prices. Withdrawal of such Bid is also not permitted.

## **18.0 BID OPENING AND EVALUATION:**

- 18.1 Company will open the Bids in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization letter from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 18.2 Bid for which an acceptable notice of withdrawal is received pursuant to Clause 16.0 above shall not be considered for opening. After opening, Company will examine bids to determine whether they are complete, whether requisite Bid Securities & Integrity Pact have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 18.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, submission of requisite Bid Security & Integrity Pact and such other details as the Company may consider appropriate.
- 18.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the Sub-Clause 18.3 above.
- 18.5 To assist in the examination, evaluation and comparison of bids the Company may at its option, ask the Bidders for clarifications of their bids. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 18.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 18.7 A Bid determined as not substantially responsive shall be rejected by the Company and may not subsequently be made responsive by the Bidder by correcting/removing the non-conformity.
- 18.8 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

## **19.0 OPENING OF PRICE BIDS:**

- 19.1 Company will open the Price Bids (Commercial Bids) of the technically qualified Bidders only, on a specific date in presence of interested qualified bidders, if they attend. All such qualified Bidders will be intimated about the commercial bid opening date & time in advance.
- 19.2 Company will examine the Price/rates quoted by the Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 19.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bids will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

**20.0 CONVERSION TO SINGLE CURRENCY:** While evaluating the bids, the closing rate of exchange (BC Selling market rate) declared by the State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currencies into Indian Rupees for the purpose of comparison to ascertain inter-se-ranking of all qualified bidders. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.

**21.0 EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per **PART-2** of the bidding documents, considering the rates quoted in PROFORMA-B in PART-4 and taking into account the total evaluated value of the contract.

**22.0 LOADING OF FOREIGN EXCHANGE:** There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic bidders.

22.1 **Exchange Rate Risk:** Since Indian bidders are permitted to quote in any currency and can also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.

22.2 **Repatriation of Rupee Cost:** In respect of foreign parties, rupee payments made on the basis of the accepted rupee component of their bids, would not be repatriable by them. A condition to this effect would be incorporated by the Company in the contract.

## **23.0 CONTACTING THE COMPANY:**

23.1 Except as otherwise provided in Clause 18.5 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.

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

## **D. AWARD OF CONTRACT**

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

**25.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:** Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

### **26.0 NOTIFICATION OF AWARD:**

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

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

26.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 28.0 herein below, the Company will promptly discharge the Bid Securities of all un-successful Bidders, pursuant to Clause 10.0 hereinabove.

### **27.1 SIGNING OF CONTRACT:**

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

27.2 Within 15 days of issue of Letter of Award (LOA), the successful Bidder shall sign and date the Contract and return it to the Company. Till the Contract is signed, the LOA issued by Company to the successful bidder shall remain binding on the parties.

27.3 In the event of failure on the part of the successful Bidder to sign the Contract within the period specified above or any other time period specified by Company in the LOA, the Company 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). The party shall also be debarred for a period of two (2) years from the date of default.

### **28.0 PERFORMANCE SECURITY:**

28.1 Within 15 (fifteen) days of receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Covering Letter or as may be called for vide Letter of Award (LOA) issued by Company. The Performance Security must be in the form of a Bank Guarantee (BG) or an irrevocable Letter of Credit (L/C) as per **Proforma-F** in PART-4 herein or in any other format acceptable to the Company and should be from any of the following Banks:

i) Any Nationalised / Scheduled Bank in India OR

ii) Any Indian branch of a Foreign Bank OR

iii) Any reputed foreign Bank having correspondent Bank in India

The Performance Security shall be denominated in the currency of the Contract or in equivalent US Dollars converted at the B.C. Selling rate of State Bank of India on the date of issue of LOA (Letter of Award). 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.

28.2 The Performance Security specified above must be valid for 6 (six) months beyond the Contract duration. 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 period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

28.3 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.

28.4 The Performance Security will not accrue any interest during its period of validity or extended validity.

28.5 Failure of the successful Bidder to comply with the requirements of Clause 27.0 and/or 28.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2 (two) years from the date of default.

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

**30.0 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.

**31.0 INTEGRITY PACT:**

31.1 Company shall be entering into an Integrity Pact with the Bidders as per format enclosed vide ANNEXURE-A (ref. PART-4) of the Bid Document, which has been digitally signed by competent authority of OIL. The Integrity Pact must be submitted with the Technical Bid duly signed digitally by the same signatory who signs the Bid i.e. who is duly authorized to sign the Bid. Any Bid not accompanied by the Integrity Pact duly signed by the bidder 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 has signed the bid.

31.2 Company has appointed Shri N. Gopalaswami, Ex-CEC and Shri R. C. Agarwal, IPS (Retd) as Independent External Monitors (IEMs) for a period of 3(three) years to oversee implementation of Integrity Pact in Company. Bidders may contact the Independent Monitors for any matter related to the Tender at the following addresses:

1. Shri N. Gopalaswami, IAS (Retd), Ex-CEC, Phone No.: 91-44-2834-2444(Res), 91-9600144444(Cell); E-mail: gopalaswamin@gmail.com

2. Shri R. C. Agarwal, IPS (Retd), Phone No.: 91-11-22752749(Res), 91-9810787089(Cell); E-mail: [rcagarwal@rediffmail.com](mailto:rcagarwal@rediffmail.com)

**32.0 LOCAL CONDITIONS:** It is imperative for the Bidders to fully inform 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 Bid Document. The bidders shall be deemed prior to submitting their bids to have satisfied themselves of the all aspects covering the nature of the work as stipulated in the Tender 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.

***END OF PART – 1***

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## **PART-2**

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

#### **I) BID REJECTION CRITERIA (BRC):**

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

#### **A. TECHNICAL:**

**1.0 Experience:** The bidder must have the following experience during the last seven (7) years preceding the scheduled bid closing date of the tender.

- (a) Must have acquired a minimum of 1000 GLKM (Cumulative) Seismic Data. Seismic Data includes 2D OR equivalent 3D OR equivalent mix of 2D and 3D Seismic Data. For technical evaluation 1(one) Sq. Km of 3D Seismic Data will be considered equivalent to 2(two) GLKM (Ground Line Kilometre) of 2D Seismic Data.
- (b) Must have acquired a minimum of 250 GLKM (Cumulative) of Seismic Data, including one single Project of 100 GLKM, using mechanized shot hole drilling rigs in the hilly/mountainous areas.

#### **NOTE:**

- 1. The bidder must furnish documentary evidences in support of the above and details of logistics/terrain of the areas where seismic survey operations were carried out by them.**
- 2. The Experience Criteria stipulated above shall not be applicable for a bidder who has successfully completed at least one project of 2D or 3D Seismic Survey for Oil India Limited in the North-Eastern States of India during last five (5) years preceding the bid closing date of this tender.**

- 1.1 Details of experience and past performance of the bidder and of their consortium/collaboration/joint venture partner(s), if any, regarding 2D/3D Seismic Survey works are to be submitted alongwith the Technical Bid, in support of the experience criteria laid down at para 1.0 above. Also, details of current work in hand and other contractual commitments of the bidder (indicating areas of operation and clients) are to be submitted alongwith the Technical Bid.
- 1.2 In case the bidder is a consortium of companies, the following requirements should be satisfied:
  - (a) Acceptable Memorandum of Understanding (MOU) has to be made between the consortium partners, which should be duly signed by the authorized executives of the consortium members clearly defining the role/scope of work of each partner/member, binding the members jointly and severally to the responsibility for discharging all obligations under the contract, if awarded, and identifying the Leader of the Consortium.

- (b) The Leader of the Consortium should satisfy the experience criteria as per para 1.0 above. However, any one of the consortium members individually shall have to meet the financial turnover criteria mentioned in para 2.0 below.
  - (c) The Leader of the Consortium should confirm unconditional acceptance of full responsibility of executing the “Scope of Work” of this bid document.
  - (d) MOU/Agreement concluded by the bidder with consortium partners, should be addressed to the Company, clearly stating that the MOU/ Agreement is applicable to this Tender and shall be binding on them for the entire contract period, including extension, if any.
  - (e) Only the Leader of the Consortium shall submit the bid and sign the contract, if awarded, on behalf of the Consortium. The Bid Security and Performance Security to be submitted shall be in the name of the Leader of Consortium and on behalf of the Consortium.
- 1.3 In case the Bidder is an Indian company/Indian joint venture company, either the Indian company/Indian joint venture company or its technical collaborator/joint venture partner should meet the experience criteria laid down in para 1.0 above. However, the Indian company/Indian joint venture company must meet the financial criteria as per para 2.0 below and must have acquired at least 500 GLKM of Seismic Data with their own expertise and resources.
- 1.4 Indian bidders quoting based on technical collaboration/joint venture, shall submit a Memorandum of Understanding (MOU) with their technical collaborator/joint venture partner clearly indicating their roles and responsibilities under the scope of work, which shall also be addressed to OIL and remain valid and binding throughout the contract period, including extension if any.
- 1.5 Offers from Bidders who themselves do not meet the experience criteria as stipulated in para 1.0 above can also be considered, provided the Bidder is a 100% subsidiary company of the parent company which meets aforesaid experience criteria. In such cases, as the subsidiary company is dependent on the experience of parent company, with a view to ensure commitments and involvements of the parent company for successful execution of the contract, if awarded, the participating Bidder should enclose an agreement as per format enclosed vide **Appendix-III** between the parent company and the subsidiary company. Also, a Corporate Guarantee as per format enclosed vide **Appendix-IV** must be furnished from the parent company to OIL for fulfilling contractual obligations under the contract, if awarded.
- NOTE : OIL approves in-principle to consider bids from parent/subsidiary company(ies) based on experience/capabilities of any of them, provided all the companies referred to in the Bid are controlled by a single parent company and they agree for joint and several responsibility including corporate guarantee for successful execution of the contract.
- 1.6 Any party who is extending technical support by way of entering into technical collaboration with another party, shall not be allowed to submit an independent Bid against this tender and such bids shall be rejected straightway. Further, all bids from parties with technical collaboration support from the same Principal will also be rejected.

- 2.0** Bidder's average annual financial turnover during the last three (3) accounting years shall be at least US \$ 1.00 million (INR 6.00 Crore).
- 3.0 Key Personnel:** The Bidder must confirm to deploy key personnel with requisite experience and qualification as specified in **ANNEXURE-I**. The key personnel to be deployed by the Contractor for job execution must be proficient in English. Detailed Bio-data of all the key personnel must be submitted alongwith the technical bid.
- 4.0 Equipment & Accessories:** The equipment, accessories and logistic support/transport to be deployed by the bidder must meet the minimum requirements as per **ANNEXURE-II**. The bidder must furnish the followings details in their technical Bid:
- i) List of core equipment, their type, make, year of manufacture and other relevant documents e.g., Technical brochures, literature etc.
  - ii) Apart from the core equipment, the bidder must furnish the technical brochures/literature/supporting documents of all other equipment proposed to be deployed stating the performances, deployment details and their technical specifications including but not limited to GPS, DGPS, total stations with in-built EDM & Data logger, Theodolite, geophones/marsh phones, marsh guns/hammer/flush gun/air gun or other specialized sources, cables, ground electronics, Radio/Line Blasters, Up-hole equipment, drilling equipment, QC workstations, field processing system, testing and repairing units, supporting software etc.
- 5.0 Mobilization:** The bidder must categorically confirm in their Technical Bid to mobilize and commence operation at site within **90 days** from the date of issue of Letter of Award (**LOA**). Mobilisation shall be deemed to be completed when the first regular production shot is taken and accepted by Company after conducting necessary experimental work as specified in the "Scope of Work" herein, upon testing & calibrating all the equipment at site.
- 6.0 Documents/Information:** Bidders must furnish documentary evidences alongwith their Technical Bids in the same order as set-out below in support of fulfilling the requirements.
- (a) **Experience of Bidder:** Statement to be furnished by the bidder in a tabular form as per enclosed **Appendix-I** for the last seven (7) years upto the bid closing date of tender together with copies of relevant LOA/ contracts/work-orders and completion certificates/payment certificates or any other document issued by various clients that can substantiate Bidders' experience with respect to Clause No. 1.0 above.
  - (b) Pursuant to Clause No. 1.2 to 1.5 above, MOU/Agreement concluded with Consortium partners or Collaborators/ Joint Venture partners, as the case may be.
  - (c) **Financial Turnover:** Pursuant to Clause No. 2.0 above, copies of audited Annual Reports/Balance Sheets/Profit and Loss Accounts etc. for the last three (3) completed accounting years preceding the bid closing date of the tender should be submitted. In lieu of Annual Reports/Balance Sheet/Profit and Loss Accounts, the Bidder may furnish a Chartered Accountants' Certificate as per format prescribed in enclosed **Appendix-II**.

- (d) **List of Key Personnel:** Pursuant to Clause No. 3.0 above, Bidders to furnish the list of their proposed Key Personnel alongwith detailed bio-data and relevant work experience.
- (e) **List of Equipment:** Pursuant to Clause No. 4.0 above, Bidders to furnish the list of equipment & tools etc. for deployment with technical specifications and other related documents like literature/catalogue & proof of vintage etc.
- (f) **Mobilisation Time:** Pursuant to Clause No. 5.0 above, Bidders to categorically confirm that they will complete mobilisation within ninety (90) days of issue of LOA by Company.

**Note: Bids without the above listed documents/information shall be rejected. Company also reserves the right to verify the original documents.**

**B. COMMERCIAL:**

- 1.0 Bids shall be submitted online under single stage two bid system i.e., Technical Bid (Un-priced) and Commercial Bid (Priced) separately. Bids not confirming to this shall be rejected.
- 2.0 Bidders must quote firm prices strictly as per the Price Bid Format (i.e., PROFORMA-B) outlined herein. The rates/costs quoted by the successful bidder must remain firm throughout the execution of contract including extension, if any, and are not subject to variation on any account whatsoever.
- 3.0 Bids with shorter validity (i.e., validity less than 120 days from the scheduled date of Bid Closing) shall be rejected.
- 4.0 Bids not uploaded online in OIL's e-procurement portal within the stipulated bid closing date and time, but submitted in other forms will not be considered.
- 5.0 Conditional offers will not be considered and will be rejected
- 6.0 Bidders shall bear, within the quoted rates, the corporate tax as applicable on the income from the contract and the personal tax as applicable in respect of their personnel & Sub-Contractor's personnel, arising out of execution of the contract.
- 7.0 Indian Agents: Either the Indian Agent on behalf of their Principal/OEM or the Principal/OEM itself can bid, but both cannot bid against this Tender. If an Indian Agent uploads bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM against this Tender. In such cases, both the bids will be rejected without any reference.
- 8.0 The original Bid Security shall be submitted in hard copy by the bidder in the office of the General Manager (NEF), NEF Project, Oil India Limited, Duliajan – 786602, ASSAM, India in a sealed envelope before the Technical Bid Opening Date and Time. The amount of Bid Security shall be as specified in the forwarding letter of the Bid Document. Any Bid received without proper Bid Security as above shall be rejected.
- 9.0 The Integrity Pact must be submitted with the Technical Bid, digitally signed by the same signatory who signs the Bid i.e. who is duly authorized to sign the Bid. Any Bid not accompanied by the Integrity Pact duly signed by the bidder shall be rejected straightway

- 10.0 Bid containing false statement shall be rejected.
- 11.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto, failing which offer will be liable for rejection:-
- (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 Damages Clause for default in timely mobilisation.
  - (viii) Penalty Clause for default in timely completion.

**C. GENERAL:**

- 1.0 The bid documents are not transferable. Offers made by bidders who have not been issued Tender document/User-ID/Password from the Company will be rejected.
- 2.0 **Proforma-D - The compliance statement should be duly filled up.** In case Bidder takes exception to any clause of the Tender document, not covered under BEC/BRC, then the Company has the discretion to load or reject the bid on account of such exception, if the Bidder does not withdraw/modify the deviations as & when advised by Company. The loading so done by Company will be final and binding on the bidder. No deviation will however, be accepted in the clauses covered under BEC/BRC.
- 3.0 If any of the clauses in the BEC/BRC contradict with other clauses of Tender Document elsewhere, then the clauses in the BEC/BRC shall prevail.
- 4.0 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the Contractor for clarification in respect of clauses covered under BEC/BRC and such clarification fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will summarily be rejected.
- 5.0 Any exception/deviation to tender must be spelt out by bidder in their 'Technical Bid' only. Any additional information/terms/conditions furnished in 'Commercial (Priced) Bid' shall not be considered by OIL for evaluation/award of Contract.

**II) BID EVALUATION CRITERIA:**

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

- 1.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated and compared taking into account the rates quoted in the **PRICE BID FORMAT as per Proforma-B.** It is, however, to be clearly understood that the assumptions made in respect of quantity/parameters/No. of days etc. in the PRICE BID FORMAT (PROFORMA-B) are purely tentative and valid for bid evaluation purpose only. The Contractor will be paid on the basis of actual utilization/jobs execution during the currency of the contract.

- 2.0 For evaluation of bids, the B.C Selling (market rate) of State Bank of India prevailing one day prior to the price bid opening will be considered. Where the time lag between the price bid opening and final decision exceeds three months, the rate of exchange prevailed on the date prior to the date of final decision will be adopted for conversion in to single currency
- 3.0 In the event of computational error between unit price and total amount, the quoted unit price shall prevail and the total amount will be corrected accordingly for adoption in bid evaluation. Similarly, in the event of discrepancy between rates quoted in words and in figures, the unit rates quoted in words will prevail.
- 4.0 Bid in which the rate for any part of the work/material is not quoted shall be rejected, being incomplete. Therefore, the Bidder must mention “**NIL RATE**” against all such items of their bid where no charge is involved/envisaged by the bidder.
- 5.0 Customs Duty: No Customs Duty will be considered for evaluation of Bids since imports under this contract are currently exempted from payment of customs duty as the proposed Survey Work shall be carried out in PEL Areas of OIL for which PEL has been issued/renewed after 01/04/1999.

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**ANNEXURE - I****LIST OF KEY PERSONNEL**

<b>Sr. No.</b>	<b>Position</b>	<b>Minimum Work Experience</b>	<b>No. of Personnel</b>
1	Party Chief	10 years in 2D/3D Seismic survey.	One (1)
2	QC Processing Geophysicist	5 years as QC Processing Geophysicist /Seismologist in 2D/3D Seismic Survey.	One (1)
3	Seismologist	5 years as Seismologist.	One (1)
4	Observer	5 years as Observer,	Two (2)
5	Instrument Technician	5 years as Instrument Technician	One (1)
6	Sr. Surveyor	5 years as Surveyor	Two (2)
7	HSE Manager	5 years, out of which at least 2 years of experience related to HSE in Seismic Crew(s).	One (1)
8	Senior Drilling Supervisor	5 years out of which at least 2 years of experience in Seismic Crew	Two(2)

**Note:**

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

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**EQUIPMENT AND ACCESSORIES**

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

- A. SURVEY EQUIPMENT:** The bidder must use DGPS for reference point fixing and use the latest equipment e.g. total stations with in-built EDM & Data logger, for control survey & line implantation. The quantities of all the survey equipment to be deployed are to be decided by the bidder to meet the required survey objectives and time frame. All the equipment must be of **vintage less** than or equal to **48 months** on bid closing date and must be in perfect working condition. The processing software must be of the **latest version**.
- B. RECORDING EQUIPMENT:** The core equipment must be of 24-bit Delta-Sigma technology, line telemetry or cable less system or a combination of the two (Cable less or combination of line telemetry & cable less is preferred). The quantity of all field electronics to be brought by the bidder will be minimum 1200 channels and need to be sufficient enough to acquire 180 GLKM of 2D seismic data with defined parameter in **nine (9) operating months** and complete the subsequent extension of job volume (if any). The **recording equipment** including ground electronics must be of **vintage less** than or equal to **36 months** on bid closing date and must be in perfect working condition. **Cables and Receivers** shall not be older than **48 months** on the bid closing date. Contractor should deploy low distortion Geophones (distortion < 0.1%). The onsite processing system for quality control etc. must be in perfect working condition.
- Geophone:** Offered Geophones must be SM24/SG-10/SG-18/Acuseis OR equivalent OR better OR Digital. The offered Geophones must be fully compatible with seismic data acquisition system alongwith interface/telemetry cables. No. of geophones per station must be 12 (twelve) and industry standard spike length. In case of Analog Geophone, the configuration must be: 6 x 2 [(6 in Series and two (2) such series in parallel)].
- C. UPHOLE/LVL SURVEY EQUIPMENT:** The Uphole/LVL Survey Equipment should be of Seistronix/Geode or equivalent with **24 channels**. All Uphole survey equipment must be of **vintage less** than or equal to **60 months** on bid closing date and must be in perfect working condition. However, the Cables & up-hole geophones etc., should be preferably new but the vintage should not be more than 12 (twelve) months on bid closing date.
- D. COMMUNICATION EQUIPMENT:** All the communication sets should be adequate in number and in a perfect working condition.
- E. SHOT-HOLE DRILLING EQUIPMENT:** The bidder must use KB-10 shot-hole drilling rigs or equivalent, which can drill minimum up to a depth of 20 meters in such difficult terrain as specified in SECTION-II of Part-3 of the bid document. The KB-10 rig along with Symmetrix system can drill and case the shot hole simultaneously. The Symmetrix system of KB-10 rig made up of three main components. a) A pilot bit that drills away the centre part of the hole and guides



**F. COMPUTING:** Stand-alone workstations with adequate RAM, disk-space for the following software packages – **Not more than three (3) years old as on bid closing date.**

- The workstation needs to be connected to colour plotter, line printers and IBM 3592/DVD/DLT/LTO-4 cartridge drive for back-ups and any other facilities required to control the quality of survey and to provide the technical inputs required by Company.

The hardware (CPU Type and MHz, RAM & Hard Disk Capacity), ancillary equipment (Printers, Plotters, Tape Drives, Networking etc. with Brand and Model), etc. – **Not more than three (3) years old as on bid closing date.**

The Field Processing Software Version (Seismic Processing packages alongwith version, date of release) - **Not more than three (3) years old as on bid closing date.**

The field processing software must be capable of processing 2D Seismic Data upto Post-Stack Migration.

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

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**Experience Statement of Bidder/Service Provider**

Experience in providing Seismic Data Acquisition during last seven (7) years preceding bid closing date of the tender.

Sl. No	Contract No	Name & contact details of client	Place of operation	Qty/Volume of data acquisition		Logistic/Terrain of Area (Whether hilly/ mountainous)	Start date of contract	End date of contract
				2D	3D			
1								
2								
3								
4								
5								
6								
7								

N.B: Please add rows & extra sheets if required.

Name of the Bidder:  
Signature:

&&&&&&&&&

### Financial Statement of Bidder/Service Provider

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 Vendor/Bidder) for the last three (3) accounting years upto 31<sup>st</sup> March, 2014 /31<sup>st</sup> December, 2013 (Strike-out whichever is not applicable) are correct.

<b>YEAR</b>	<b>TURN OVER</b> In INR (₹) Crores or US \$ Million	<b>NET PROFIT</b> In INR (₹) Crores or US \$ Million

Rate of Conversion (if used any) : USD 1.00 = INR.....

Place:

Date:

Seal:

Membership Code/ Registration No. :

Signature

**Note :** In case the bidder follows accounts closing at the end of calendar year, the turnover for the period 2011, 2012 & 2013 should be verified by the CA and incorporated accordingly as per above format.

8,8,8,8,8,8,8,8,8,8

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY /  
100% 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 severally responsible to OIL for satisfactory execution of the contract.
5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

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

For and on behalf of  
(Bidder)

For and on behalf of:  
(Parent Company/Subsidiary Company)  
(delete whichever not applicable)

M/s.  
Witness:  
1)  
2)

M/s.  
Witness:  
1)  
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, 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 / 100% 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.



## **PART-3**

### **SECTION-I**

#### **GENERAL CONDITIONS OF CONTRACT**

1.0 **DEFINITIONS:**

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

- (a) "**Contract**" means the agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "**Contract Price**" means the price/rates payable to Contractor under the contract for full and proper performance of its contractual obligations;
- (c) "**Work**" means each and every activity required for the successful performance of the services described under Scope of Work/Terms of Reference/Technical Specifications in Section-II, PART-3.
- (d) "**Services**" means the work specified in Section-II, Part-3 and all other obligations to be complied with by the Contractor pursuant to and in accordance with the terms of this contract.
- (e) "**Company**" or "**OIL**" means Oil India Limited and its executors, successors, administrators and assignees.
- (f) "**Company's items**" means the equipment, materials and services, which are to be provided by Company at the expense of Company and listed in the Contract;
- (g) "**Company's Personnel**" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing this Contract). The Company representatives of OIL to be engaged by OIL for supervision of operations are also included in the Company's personnel;
- (h) "**Approval**" as it relates to Company, means written approval of Company;
- (i) "**Contractor**" means the individual or firm or Body incorporated performing the work under this Contract and its executor, successors, administrators and assignees.
- (j) "**Contractor's items**" means the equipment, materials and services, which are to be provided by Contractor or to be provided by Company at the expense of the Contractor, which are listed herein under Scope of Work/Terms of Reference/Technical Specifications;
- (k) "**Contractor's Personnel**" means the personnel to be engaged by the Contractor from time to time to provide services as per the contract;
- (l) "**Day**" means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs;
- (m) "**Operating Months**" for seismic survey in this part of India generally means the period from November to May as monsoon break prevails from June to October.

- (n) **“Party”** shall mean either the Company or Contractor as the context so permits and, as expressed in the plural, shall mean the Company and Contractor collectively;
- (o) **“Site”** means the land and other places, on/under/in or through which the works are to be executed by the Contractor;
- (p) **“Gross Negligence”** means 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 wanton 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.
- (q) **“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 result in any injury to any person or persons or loss or damage of property.

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

- 2.1 **EFFECTIVE DATE:** The contract shall become effective as on the Date Company notifies Contractor in writing (through Letter of Award/Intent) that it has been awarded the contract. Such date of notification of award of Contract will be the **Effective Date** of the Contract.
- 2.2 **MOBILISATION TIME:** The mobilization of equipment, personnel and other resources as required for execution of this contract should be completed by the Contractor within **ninety (90) days from the effective date** of the contract. Mobilization shall be deemed to be completed when Contractor’s equipment and manpower are placed at the designated location in readiness to commence assigned survey jobs as envisaged under the Contract, after all equipment are fully tested, calibrated & put into operation, necessary experimental work is conducted as specified in the scope of work and the first regular production shot is taken & accepted by the Company.
- 2.3 **COMMENCEMENT DATE:** The date on which the mobilization as above is completed in all respects will be treated as the **date of commencement** of Contract.
- 2.4 **DURATION OF CONTRACT:** The duration of Contract, to be reckoned from the commencement date, shall be for a period of **nine (9) operating months**.
- 3.0 **GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:
  - 3.1 Perform the work described in the Scope of Work/Terms of Reference (Section-II of PART-3) in most economic and cost effective manner.
  - 3.2 Except as otherwise provided in the Scope of Work/Terms of Reference and the Special Conditions of the contract provide all labour as required to perform the work.



- 3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for successful and timely completion of the work.
- 3.4 Contractor shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of Contractor's obligations under the contract.
- 4.0 **GENERAL OBLIGATIONS OF THE COMPANY:** Company shall, in accordance with and subject to the terms and conditions of this contract:
- 4.1 Pay Contractor in accordance with terms and conditions of the contract.
- 4.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.3 Perform all other obligations required of Company by the terms of the contract.
- 5.0 **PERSONNEL TO BE DEPLOYED BY CONTRACTOR:**
- 5.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable statutory & safety requirements. Upon Company's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.
- 5.2 The Contractor shall be solely responsible throughout the period of this contract for providing all requirements of their personnel including but not limited to their transportation to & fro Duliajan/field site, en-route/local boarding, lodging, medical attention etc. Company shall have no liability or responsibility in this regard.
- 5.3 Contractor's key personnel shall be fluent in English language (both writing and speaking).
- 6.0 **WARRANTY AND REMEDY OF DEFECTS:**
- 6.1 Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with the highest degree of quality, efficiency and current state-of-the-art technology / oil field practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance which Company may, from time to time, furnish to the Contractor.

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

7.0 **CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

- 7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company. All information obtained by Contractor in the conduct of operations and the information/maps provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to any one other than the Company's personnel. This obligation of Contractor shall be in force even after the termination of the contract.

8.0 **TAXES:**

- 8.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under this contract shall be on Contractor's account.
- 8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India.
- 8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under this contract for submitting the same to the Tax authorities, on specific request from them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 8.4 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 8.5 Tax clearance certificate for personnel and corporate taxes shall be obtained by the Contractor from the appropriate Indian Tax authorities as applicable.

- 8.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time.
- 8.7 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.
- 8.8 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor (except customs duty) shall be borne by the Contractor.
- 8.9 **Service Tax:** Service Tax, if applicable any, and/or levied on payments against this contract shall be paid by Company to the Contractor at actuals. However, payment of Service Tax to appropriate authority shall rest on the Contractor.
- 9.0 **INSURANCE:**
- 9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its subcontractor during the currency of the contract.
- 9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:
- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
  - b) Employer's Liability Insurance as required by law in the country of origin of employee.
  - c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.
  - d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
  - e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
  - f) Public Liability Insurance as required under Public Liability Insurance Act 1991.
- 9.3 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.
- 9.4 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 9.5 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.

- 9.6 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.
- 9.7 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.
- 9.8 All insurance taken out by Contractor or his sub-Contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.
- 10.0 **CHANGES:**
- 10.1 During the performance of the work, Company may make a change in the work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order (Change Order) by the Company.
- 10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section IV). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.
- 11.0 **FORCE MAJEURE:**
- 11.1 In the event of either party being rendered unable by "Force Majeure" to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such "Force Majeure" will stand suspended as provided herein. The word "Force Majeure" as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 11.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

- 11.3 Should force majeure condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the “Force Majeure Rate” shall apply for the first ten days. Either party will have the right to terminate the contract if such force majeure condition continues beyond ten (10) days with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment would apply after expiry of ten (10) days period unless otherwise agreed to. Time for performance of the relative obligation suspended by the “Force Majeure” shall then stand extended by the period for which such cause lasts.
- 12.0 **TERMINATION:**
- 12.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or extension, if any, thereof.
- 12.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 11.0 above.
- 12.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor at any time during the term of this Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate this Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.
- 12.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate this Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company,
- 12.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and/or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.
- 12.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.
- 12.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract upto the date of termination.

- 12.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period upto the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.
- 12.9 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 12.10 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.
- 12.11 Demobilisation charges in the event of termination under clause 12.3, 12.4, 12.5 and 12.6 will not be payable. Further, demobilisation charges will not also be payable under clause 12.7 if termination is due to contractor's default.
- 13.0 **SETTLEMENT OF DISPUTES AND ARBITRATION:**
- 13.1 All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be **Guwahati/New Delhi**. The award made in pursuance thereof shall be binding on the parties.
- 14.0 **NOTICES:**
- 14.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below :
- | <b><u>Company</u></b>  | <b><u>Contractor</u></b> |
|--|--------------------------|
| Group General Manager (NEF)                                  | _____                    |
| OIL INDIA LIMITED  | _____                    |
| Duliajan   | _____                    |
| Dist: Dibrugarh – 786602                                     | _____                    |
| Assam (India)  | _____                    |
| Fax No. 0374-2801799   | _____                    |
| E-mail: <a href="mailto:nef@oilindia.in">nef@oilindia.in</a> | _____                    |
- 14.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 15.0 **SUBCONTRACTING:** Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent.

## 16.0 **MISCELLANEOUS PROVISIONS:**

- 16.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.
- 16.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.
- 16.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.
- 16.4 Key personnel can not be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.

## 17.0 **LIQUIDATED DAMAGES & PENALTY:**

- 17.1 **LD for Default in timely commencement:** Time is the essence of this Contract. In the event of default on the part of successful Bidder in timely mobilizing its resources at site to commence the work after necessary experimental works within the stipulated period of ninety (90) days from the date of LOA, the Contractor shall be liable to pay liquidated damages at the rate of 0.5 % (half percent) of the total evaluated value of the contract for delay per week or part thereof, subject to maximum of 7.5% (seven & half percent). Liquidated Damages will be reckoned from the date after expiry of the scheduled date of commencement as to be notified by Company through Letter of Award of Contract or per separate notice to Contractor. Company shall recover from Contractor the agreed liquidated damages at the pre-determined rate as above and not by way of penalty.
- 17.2 **Penalty for Default in timely completion:** In the event of default on the part of Contractor to complete the data acquisition work of entire **180 GLKM** of 2D Seismic Data from three separately demarcated blocks (80 GLKM in Deomali, 77 GLKM in Namchik PEL area & 23 GLKM in Jairampur Extn. PEL area) in the state of Arunachal Pradesh, in North-Eastern parts of India **within nine (9) operating months** from the date of commencement, the Contractor has to complete the remaining/outstanding volume, if any, within additional **two (02) months** (i.e. within 11 months from mobilisation) with a **penalty of 10%** (ten percent) of the per GLKM Rate which would be applicable only on the quantity of data acquired beyond the stipulated time period of nine months.

- 17.3 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure by the successful bidder to commence/complete or submit PBG within the stipulated period.
- 18.0 **PERFORMANCE SECURITY:** The Contractor shall furnish to Company a Bank Guarantee equivalent to 7.5% (seven and half percent) of estimated Contract value towards performance security. The performance security shall be kept valid for seven (7) months beyond the duration of the contract and shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.
- 19.0 **PAYMENT & MANNER OF PAYMENT, INVOICES:**
- 19.1 Company shall pay to Contractor, during the term of the contract, the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.
- 19.2 All payments due by company to contractor hereunder shall be made at contractor's designated bank with Reserve Bank of India (RBI)'s approval, if applicable. Bank charges, if any, will be on account of the Contractor.
- 19.3 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Contractor within notice of objection to any item or items, the validity of which Company questions.
- 19.4 Contractor will submit three (3) sets of all invoices to Company for processing of payment. Separate invoices for the charges payable under the Contract shall be submitted by Contractor for foreign currency and Indian currency.
- 19.5 Contractor shall raise invoice for the lump sum mobilization charges when the entire equipment is ready at respective sites, duly certified by **Company's representative**, for starting the work.
- 19.6 The Contractor shall raise monthly invoices for the data acquired against completed seismic profiles only during the month and that has been handed over to the Company at Duliajan along with Up-hole (static correction) data and necessary topographic survey data/observer report etc. The data submitted without these shall be considered as incomplete. No payment shall be made for incomplete seismic profiles.
- 19.7 The Contractor shall raise monthly invoice for reference point fixing by DGPS after fixing the reference points and submitting the processed data with a report.
- 19.8 Payment of monthly invoices, if undisputed shall be made within 45 days following the date of receipt of invoice by Company excepting for the first two (2) monthly invoices where some delay (upto one month) may occur.



- 19.9 The Company shall within 30 days of receipt of the invoice notify Contractor of any item under dispute, specifying the reason there of, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in para 19.3 above.
- 19.10 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.
- 19.11 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based upto two (2) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection
- 20.0 RATE OF PAYMENT:** Company shall make the payments to the Contractor as per the quoted rates as referred to in Section IV of PART-3.
- 21.0 LIABILITY:**
- 21.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 21.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting therefrom.
- 21.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 21.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

- 21.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 21.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its Contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 21.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and /or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 21.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 22.0 **CONSEQUENTIAL DAMAGE:** Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.
- 23.0 **WAIVERS AND AMENDMENTS:** It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.
- 24.0 **INDEMNITY AGREEMENT:**
- 24.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/properly as a result of the operations

contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

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

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

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

- a) For non-completion of jobs assigned as per Section-II of PART-3.
- b) Contractor's indebtedness arising out of execution of this contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-contractor of Contractor or other field or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings withheld from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of the contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness. When all the above grounds for with-holding payments shall be removed payment shall thereafter be made for amounts so withheld. With-holding will also be effected on account of the following:-
  - i) Order issued by a Court of Law in India.
  - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
  - iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.

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

**27.0 APPLICABLE LAW:**

27.1 The Contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India.

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

- a) The Mines Act-as applicable to safety and employment conditions,
- b) The Minimum wages Act, 1948
- c) The Oil Mines Regulations, 1984,
- d) The Workmen's Compensation Act, 1923
- e) The Payment of Wages Act, 1963
- f) The Payment of Bonus Act, 1965,
- g) The Contract Labour (Regulation & Abolition) Act. 1970, and the rules framed there under.
- h) The Employees Pension scheme, 1995
- i) The Interstate Migrant Workmen Act, 1979 (Regulation of employment and conditions of service)
- j) The employees Provident Fund & Miscellaneous Provisions Acts, 1952
- k) The AGST Act. WB & BIHAR
- l) Service Tax Act
- m) Customs & Excise Act & Rules
- n) Assam, West Bengal & Bihar Entry Tax Act.
- o) Oil Industry Safety Directorate (OISD) guidelines.
- p) Forest Conservation Act, 1980.

**(END OF SECTION – I)**

**&&&&&&**

## **PART-3**

### **SECTION- II**

#### **SCOPE OF WORK / TERMS OF REFERENCE/ TECHNICAL SPECIFICATIONS**

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

#### **1.0 PREAMBLE:**

1.1 Oil India Limited (OIL), a Govt. of India Enterprise, engaged in exploration, drilling, production and transportation of hydrocarbons, proposes to acquire **a total of 180 GLKM of 2D Seismic Data** from three separately demarcated blocks (80 GLKM in Deomali, 77 GLKM in Namchik PEL area & 23 GLKM in Jairampur Extn. PEL area tentatively) in the state of **Arunachal Pradesh, in North-Eastern parts of India** by hiring the services of an internationally reputed and competent Contractor having required infrastructure and relevant experience of carrying out Seismic Surveys in similar areas in different parts of the world. Company would expect the Contractor to meet Company's requirement on:

- Acquisition of about 180 GLKM of 2D seismic data from above area
- Meeting data quality as per international standards
- Deployment of 24-bit Telemetry system
- Contractor's global & sufficient experience
- Contractor's own infrastructure & expertise
- Contractor's financial strength
- Environmental issues
- Time frame
- Turn Key contract
- Company's option to increase the volume by upto 100 % of the proposed work quantum in same or similar areas

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

#### **1.2 GEOLOGY AND OBJECTIVE OF THE SURVEY:**

##### **1.2.1 Deomali PEL Area:**

The Disang Group of rocks forms the lowermost part of the succession. It is well exposed towards Southern & Northeastern part of the Deomali PEL area. The Disang Group mainly consists of splintery shale interceded with thin layers of sand stones. Barail are undifferentiated and Upper Barail rocks are mainly exposed in the NE & NW part of the PEL area. Lower Barail rocks are exposed over a small towards SE of the PEL area in small amount.

In overall perspective, the thrust belt zones have proved to be good producers and are considered as promising from hydrocarbon prospectivity point of view. In Assam-Arakan basin, it is observed that the prospectivity increases towards foreland areas adjoining Naga thrust. A regional look at the recorded oil seepages brings out the fact that they are clustered around the Naga and Disang thrust and tend to converge around the Dilli River where the two structures are also converging. It is of general understanding that these two thrust plans act as the major conduit for hydrocarbon expulsion from its source areas with a dominant horizontal component while the subsidiary thrust/faults acts as conduit for vertical migration.

#### 1.2.2 **Namchik PEL Area:**

The Namchik area lies within a zone of regional NE-ENE structural trends immediately north of the strongly deformed “Schuppen” zone with steep, south-east dipping reverse faults and anticlines with steep to overturned northern limb. The geological importance of the Namchik area is the exposure of Barail Group of rocks (which is hydrocarbon prolific in entire Assam-Arakan basin) and which has come up due to the thrusting (Barail Supra Thrust) along Jairampur Thrust and the presence of number of thrusts (viz. Disang Thrust, Angrang Thrust, Sinyang Thrust, Namgoi-Nampong and Tirap Thrust) in the southern part of the areas, near to the Indo-Barmese plate margin.

#### 1.2.3 **Jairampur Extension PEL Area:**

Jairampur area is located within the proven petroliferous Assam-Arakan Basin. Several oil fields like Digboi, Kharsang, Kumchai etc in the Belt of Schuppen have been established so far. Numerous oil seepages were reported from the Belt of Schuppen within and around Jairampur area. Presence of Oil (32.6° API ) from Supra Thrust Tikak Parbat formation was reported from a shallow well drilled over an antiform down to 364 m by Geological Survey of India (GSI) in 1986.

The Barail Argillaceous coal-shale unit (Oligocene) and deep marine Disang Shale of Paleocene-Eocene age are expected to be potential source rock.

The established oil fields like Digboi have oil production from Tipam sandstone whereas in Kharsang & Kumchai fields, the main producing horizons are sandstone lenses of Girujans. Additionally, sand ranges within Barails (both sub-thrust & supra-thrust) are expected to have reservoir characteristics within the area.

1.3 The enclosed **Figure-1, Figure-2, Figure-3** shows the approximate location and coordinates of the survey areas.

1.4 **Objective:** The main objective of the survey is to acquire high quality seismic data for delineation of both supra and sub-thrust hydrocarbon prospects at Girujan, Tipam and Barail levels.

**2.0 LOGISTICS AND TOPOGRAPHY:** The blocks are covered with thick tropical forests, shallow river channels/riverine sands, rocky/hilly terrain with steep slopes & cliffs and flat terrain. The areas in and around forests host a variety of vegetation with thick undergrowth. Parts of these forest-covered areas are unapproachable/un-motorable throughout the year. Proposed seismic lines may traverse through these thick forests, marshy lands, uneven/rugged topography, frequent water logged and surface/near surface boulder covered areas. Surface elevations in the areas of operation are in the range of 100-900 mts.

### **3.0 SCOPE OF WORK:**

- 3.1 Under this agreement, the Contractor is required to acquire about a total of **180 GLKM (80 GLKM in Deomali, 77 GLKM in Namchik PEL area & 23 GLKM in Jairampur Extn. PEL area approximately)** of high quality 2D seismic data in the above areas by deploying the latest state-of-art 24 bit Telemetry System with compatible accessories (Cables, Geophones suitable to logistics and terrains), appropriate energy sources (Dynamite or equivalent with suitable detonators etc.). In view of expected surface and subsurface complexity & the presence of surface / near surface pebbles/small boulder beds which may require KB-10 or equivalent shot hole drilling rigs having capabilities to drill to a depth of **20 m**. As the area is logistically difficult and geologically complex with imbricate thrusts, the Contractor has to carry out sufficient modeling exercises and simulations to arrive at the best recording geometry. The entire project is required to be executed on a Turnkey basis by the Contractor within the stipulated time frame. In case the Contractor is not able to drill single shot hole of 20m then three (3) shot holes of 10m each may be drilled which will be considered as equivalent to one shot hole depth of 20m.
- 3.2 Contractor will be required to provide accurate model-validated source and receiver statics information, along each profile and the updated version for the entire area by carrying out regular uphole surveys at a spacing mentioned in Para 6.3 below.
- 3.3 Company reserves the option to increase the quantum of work upto a maximum of 100% either in the areas mentioned above or in neighboring areas of similar terrain conditions on mutually agreed rates which should not be higher than the original Contract rates for the extended volume of work.
- 3.4 The Contractor has to acquire 2D seismic data of **180 GLKM** as above within a maximum period of **nine (9) operating months after mobilising at site**. Normally, the operating months in this part of India are from November to May and monsoon break is from June to October.

### **4.0 DURATION OF CONTRACT:**

- 4.1 Upon receipt of notification of award of contract, the Contractor should complete mobilisation at site within ninety (90) days of LOA (Letter of Award). Mobilisation shall be deemed to be completed when the first regular production shot is taken and accepted by Company after conducting necessary experimental works, upon testing & calibrating all the equipment at site.
- 4.2 The entire work of Data Acquisition (180 GLKM) must be completed within a maximum period of **Nine (9) operating months** after Mobilization. The Operating Months in this part of India are from November to May and monsoon break is from June to October. The operating period excludes experimental work days, mobilization/demobilization period, bad weather days due to extreme climatic conditions, camp shift for 7 days each (if any), Standby days and force majeure period, if any, with crew for reasons beyond the control of Contractor. However, the operating period includes the days lost due to equipment failure or for any other reason attributable to the Contractor.

- 4.3 Contractor shall put all-out efforts to complete the entire data acquisition work of **180 GLKM** in **Nine (9)** operating months only. In case, the Contractor fails to complete the tendered volume i.e. 180 GLKM of work in **Nine (9)** operating months from the date of completion of mobilisation, the Contractor has to complete the remaining/outstanding volume of work within additional **two (02) months** (i.e. within 11 months from mobilisation) with a **penalty of 10%** (ten percent) of the per GLKM Rate which will be levied for the quantity of data acquired beyond the stipulated time period of nine months. No payments towards the stand-by charges with or without crew during Monsoon Break & camp maintenance will be payable during this extended period due to non-completion of tendered volume of work within the stipulated time period. Contractor's request, if any, to allow them to work during monsoon, may be considered by the Company only at Contractor's cost and peril, however, Company would accept and pay only for the quality data acquired. Contractor will not be paid any other charges like standby, force majeure etc. during monsoon as well as during the period beyond initial nine operating months. **No data acquisition will be permitted after completion of eleven (11) operating months, except the additional volume of data if any decided by Company as per para 3.3 above.**
- 4.4 The additional quantum of work mentioned in Para 3.3 above, if decided by Company, shall be completed in additional period in **proportionate** to nine (9) operating months for 180 GLKM. In case the Contractor fails to complete the extended volume of the job within such additional period, a **penalty of 10%** of the per GLKM Rate shall be levied for the outstanding/remaining quantity of data in line with provisions aforesaid in para 4.3.
- 5.0 CAMP ESTABLISHMENT AND CAMP MAINTENANCE:** Contractor shall establish suitable camps and licensed Explosive Magazines at its own cost within the area of operations prior to Mobilization and commencement of survey and maintain it as per the norms of the oil industry in India.
- 6.0 DETAIL DESCRIPTION OF WORK:**
- 6.1 TOPOGRAPHIC SURVEY:**
- 6.1.1 Before start of normal seismic survey, Contractor is required to fix a minimum of 10 satellite points/reference points all-over the areas mentioned above at the locations advised by Company using latest DGPS system. The exact number of benchmarks/reference points will be mutually decided by Company and the Contractor.
- 6.1.2 Contractor will properly fix permanent pillars at every line crossings, road crossing, river crossing and important cultural features with details engraved on the pillars. All these must be validated based on above DGPS observations.
- 6.1.3 Contractor will carry out control survey and line implantation using latest survey equipment such as DGPS, total stations, etc. with the accuracy less than 1 meter from the planned lines. The survey tolerance has to be checked (based on simulated line diagram and digital data to be provided by the Contractor), agreed and approved by Company prior to commencement of shooting on each line. Any re-survey and re-pegging, if required, will be carried out by the Contractor at his own cost & responsibility.



- 6.1.4 Contractor must visit and carry out reconnaissance of the area of operation prior to bidding to make them fully aware and understand the topography, job involvement and logistics including but not limited to environmental & social issues.
- 6.1.5 It is imperative for the Bidders to fully inform 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 Bid Document. The bidders shall be deemed prior to submitting their bids to have satisfied themselves of the all aspects covering the nature of the work as stipulated in the Tender 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.

## 6.2 **SEISMIC SURVEY:**

### 6.2.1 **TYPE OF SHOOTING:**

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

- |    |                     |   |   |
|----|---------------------|---|---|
| a. | No. of Channels     | : | 500   |
| b. | Group Interval      | : | 10 mts-20 mts   |
| c. | Shot Interval       | : | 40/60/80 mts  |
| d. | Minimum Offset      | : | 10-200 mts  |
| e. | Maximum Offset      | : | 9600-10000 mts for 20m group interval<br>4800-5000 mts for 10m group interval |
| f. | Offset Distribution | : | Uniform   |

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

### **6.2.2 ENERGY SOURCE:**

Contractor will have option to select energy source such as explosives or any other appropriate energy source for data acquisition in thick forest zones, land, marshy land/ swamps, boulder covered areas etc. depending upon the logistics and terrain conditions. Contractor must ensure the following geophysical requirements:

- a) Adequate energy to image target horizons.
- b) Proper source coupling.
- c) In case of explosive sources, shot hole depth has to be maintained at around of 20 mts. Due to logistics; Contractor may opt for pattern hole shooting after getting the prior approval of Company's representatives at the site. In case contractor is not able to drill single shot hole of 20m then three (3) shot holes of 10m each may be drilled which is equivalent to one shot hole of 20m.
- d) The quantity of explosive per shot/shot hole will be decided through field experiment.

### **6.2.3 RECEIVERS:**

Contractor should use Geophones which must be SM24/SG-10/SG-18/Acuseis OR equivalent OR better OR Digital. The Geophones must be fully compatible with seismic data acquisition system along with interface/telemetry cables. No. of geophones per station must be 12 (twelve) and industry standard spike length. In case of Analog Geophone, the configuration must be: 6 x 2 [(6 in Series and two (2) such series in parallel)]. It is necessary to bury the geophones below the ground level to minimize noise. The Contractor has to provide the exact number of geophones/group on the basis of experimental survey. In regard to receiver type, sensitivity & array, Contractor must maintain followings up to satisfaction of Company.

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

### **6.2.4 RECORDING EQUIPMENTS:**

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

### **6.2.5 OTHER PARAMETERS:**

- a) Record length : 8 Sec
- b) Sampling interval : 2 ms
- c) S/N ratio : High, Min.120 dB dynamic range, with 24-bit Delta-Sigma recording technology and suitable noise shaping filter etc. to match the best record in the area.
- d) Data Recording : SEG-D/SEG-Y Demultiplex format on IBM 3490 E (1 original and 1 copy) in 'SEG' normal polarity.

### **6.3     STATICS INFORMATION:**

- 6.3.1 Contractor is required to provide accurate and model validated source, receiver statics along each profile and for the entire area by carrying out uphole survey at:
- a)     **1.0 Km interval in the highly undulating terrain**
  - b)     **2.0 Km interval at the normal and flat terrain.**
- 6.3.2 The contractor must also use the first-break information along with near-hole uphole recording. The depth of Uphole survey should be minimum of 40 mtrs. In case a line crossing falls within 1 Km of an uphole point, the uphole survey will be carried out at the line crossing instead. The actual depth of uphole Survey will however be decided after experimentation and in consultation with Company's Geophysicist. The detailed model and model validated statics corrections for the entire area under operation must be provided to Company in UKOOA & ASCII Format.
- 6.3.3 In case, line crossing falls in water/marsh, the uphole shall be taken at the nearest shot point on the land or as desired by Company. The uphole interval may be mutually changed by Company and Contractor depending on the requirements. The statics data has to be provided in CD as well as on hard copies in user defined format containing line number, shot/receiver number, shot/receiver co-ordinates and the statics corrections and other relevant information.
- 6.3.4 Wherever the adequate depth for the uphole survey is difficult to achieve, the contractor shall carry out shallow refraction or LVL survey at an interval of 500m along the planned seismic lines. One (1) uphole survey is equivalent to four (4) LVL survey.
- 6.3.5 The uphole/LVL survey should be planned ahead of shooting so that the same should be available for quality control during recording.

### **7.0     EQUIPMENT & PERSONNEL:**

- 7.1 Contractor shall deploy latest state-of art equipment, with compatible accessories to carry out the work mentioned above in the survey area.
- 7.2 Contractor shall arrange to mobilize all materials available indigenously not limited to items such as generators, bunkhouses, tents, office equipment etc. in addition to deploy sufficient number of mechanized shot hole rigs in order to achieve average monthly target of **20 GLKM** as well as total volume of work within stipulated operating period of **nine (9)** operating months.
- 7.3 Contractor shall bring, use and provide all required consumables e.g. cartridges, floppies, survey materials (pegs, paints), flexible wire, adhesive tapes, loading poles, recording paper & logs and chemicals, shot hole casings (if required), line communication systems, batteries etc. in brand new condition for completing the entire survey including the additional quantum of job as mentioned above, if decided any.
- 7.4 Contractor shall engage well experienced & qualified personnel for carrying out various operations related to the survey work. Personnel holding key posts or involved in decision making processes must have experience as per Annexure-I in carrying out similar jobs.

- 7.5 Contractor must submit detailed bio-data of all of its personnel to be deployed for the entire period of the project alongwith the bid. Should Company find any of these personnel not upto satisfaction, it can ask for replacement of such personnel with no interruption to operation. Should there be any change of the personnel for whatsoever reason; the Company's prior approval will be required.
- 7.6 Contractor shall undertake to deploy the unskilled labors required in connection with the job execution, if any, from in and around the area of operation.
- 7.7 The equipment/key personnel to be engaged by the Contractor should be capable of recording/shooting on an average 20 GLKM data per month. In case of any shortfall, the Contractor should compensate the same in the subsequent months; however, the Contractor must complete acquisition of **180 GLKM** within the Contract period of **9 operating months**.

#### **8.0 START OF WORK:**

- 8.1 The Contractor must complete Mobilisation and commence work within 90 days from the date of issue of LOA by Company.
- 8.2 Before the start of work, Contractor shall ensure that the personnel, equipment, accessories, spares and consumable etc. are mobilised as per the terms of Contract and are in complete readiness to start the operations. The Company has the right to check the mobilization of all equipment and personnel before commencement of work.

#### **9.0 EXPERIMENTAL WORK:**

- 9.1 Contractor shall carry out all necessary experiments and tests to determine optimum field parameters prior to commencement of the survey. The tests shall be carried out as per the practice in the international geophysical industry.
- 9.2 The experimental work shall be carried out for a maximum period of 10 days in the area of operation to decide upon Shot hole pattern, Receiver array, shot charge size and near & far offsets. The period of 10-days or part thereof can be availed prior to or during the operation to meet the geological/geophysical requirements.

#### **10.0 QUALITY CONTROL MEASURES:**

- 10.1 Contractor shall install a full-fledged workshop locally to maintain/repair all requisite specialized vehicles, equipment and accessories such as cable tester, geophone analyzer, Battery charger , Generators, communication sets etc.
- 10.2 The Contractor shall install a state-of-the-art workstation with requisite hardware, latest software, accessories and consumables to carry out following QC tests with acceptable plotting facilities at field site:
- a) Survey processing & plot generation.
  - b) Planning of Seismic Survey
  - c) Analysis for design of field parameters.
  - d) Fold age, offset, and azimuth
  - e) Uphole analysis and model based statics computation.
  - f) Monitor display and preprocessing for quality control.
  - g) S/N ratio analysis

h) On line Basic processing upto stack on site to check the quality of output for every line completed. These processing and Company' comment on data quality would be pre-requisite to start shooting of succeeding line.

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

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

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

- a) More than 10 dead channels per record. Contractor shall put all his efforts to rectify the dead/ bad channels as early as possible. However, the Contractor shall start every day's operation with all good traces.
- b) If there are more than 20% of the records per ground line kilometers are bad then the same shall be reshot by the contractor.
- c) Record with sync. error.
- d) Record with parity error.
- e) Record with appreciable cross feed, leakage and spread noise etc.

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

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

#### **11.0 DATA / CARTRIDGE LIABILITY:**

Contractor shall be solely responsible for quality, loss or damage due to any reason including fire, theft etc. of any documents/cartridge and other important documents/floppies etc. pertaining to the Contract while in his custody or control. In the event of such loss, the Contractor shall be responsible to redress/ reshot the loss entirely at his own cost. However the decision on the modalities to

reshot/redress such losses shall be entirely at the discretion of Company. The Contractor shall use original, high quality, high durability, error free 5 GB cartridges with zero write-skip error, zero read error and zero write error. Each and every cartridge is to be 100% tested to ensure error free performance at specified high recording density. The Contractor is free to keep an extra set of data recorded at its cost and disposal till the data is received at Company's selected site. However, such duplicate data must be damaged/erased with consent and in presence of Company representative. At no point of time/or condition the Contractor shall be allowed to take/keep the duplicate data with them or pass it to any other third party.

## **12.0 REPORTS AND SCHEDULE OF PERFORMANCE:**

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

12.2 Contractor shall maintain their equipment in perfect working order. They will carry out requisite tests as per the equipment manual and submit following report to Company:

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

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

12.3 Contractor shall submit:

- i) Daily report consisting of:
  - daily survey progress ;
  - drilling report including loading depth and uphole time;
  - recording progress with correspondence to preplan model;
  - Uphole survey report, static model with interpretation;
  - Quality Control reports;
  - Explosive consumption/stock report;
  - Recommendations, if any.
- ii) Weekly report consisting of:
  - weekly progress of survey & recording;
  - Uphole survey report with interpretation;
  - Quality Control reports including Brute Stacks generated;
  - Explosive consumption/stock report;
  - Summary of data transmittal to Company;
  - Summary of Health, Safety & Environment incidents;
  - Recommendations, if any.

iii) Monthly report consisting of:

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

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

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

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

- Review of geophysical objectives & success of the project in meeting the objectives including the data quality;
- Detail information on Mob, Demob. of equipment & personnel;
- Field experiment procedure and results;
- Sample field record, uphole plot, interpretation of uphole data and processed section (Brute Stacks with & without post-stack time migration),
- Map showing location of uphole survey;
- Elevation, weathering thickness & Topography map;
- Note on data quality;
- Operational summary including details of total survey, explosive consumption, logistics etc.
- Recommendations.
- Final Maps (both digital and hard copy) in three different scales (1: 50,000, 1: 100,000 & 1: 250,000)
- All the data should be provided in two external hard disk.

**13.0     GEO-CHEMICAL SAMPLE COLLECTION:**

- 13.1     Contractor shall carry out sample collection for geochemical studies along the seismic profiles as per the requirement of the company. Contractor shall collect 100 nos. of soil samples from the area of operation in a professional and scientific manner for geochemical studies and submit the collected samples at no extra cost to the company.
- 13.2     The soil samples should be collected from dry holes at a depth of approx.2m at an interval as advised by the company representative.
- 13.3     From every shot hole, 2 numbers of around 250 gms each of soil samples will have to be collected. The soil samples would have to be wrapped in aluminium foil and packed in a polythene bags to be put inside cloth bags so that moisture in samples is retained. Supervising company geophysicist at site will demonstrate the collection of the soil location details on the sample bag. The sample bags so collected will be handed over by the contractor to company representative at site regularly.
- 13.4     Some of the proposed sample collecting stations are likely to fall in forest zones and / or areas with loose boulder beds. In such instances after checking with company supervising geophysicist at site, alternately, collection of samples may be carried out depending on feasibility.

**(END OF SECTION – II)**

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## **PART-3**

### **SECTION-III**

#### **SPECIAL TERMS AND CONDITIONS**

##### **1.0 ASSOCIATION OF COMPANY'S PERSONNEL:**

- 1.1 Company's geophysicists will be associated with the work through out the operations. The Contractor shall execute the work of seismic data acquisition with professional competence and in an efficient and workman-like manner and provide Company with a standard of work customarily provided by reputed geophysical Contractors to major international oil companies in the petroleum industry.
- 1.2 The final field parameters will be decided with the prior approval of the Company's representatives after conducting the field tests and test processing. Contractor shall not change any parameters without prior approval of Company's representative.

##### **2.0 PROVISION OF PERSONNEL AND FACILITIES:**

- 2.1 The Contractor shall provide the key personnel as give in **Annexure-I**, for consultancy, quality control and data acquisition.
- 2.2 All the personnel mentioned in Annexure I must have requisite experience in respective fields and should be fluent in English language. On Company's request, Contractor shall remove and replace at their own expenses any of their personnel whose presence is considered undesirable in the opinion of the Company. The Contractor shall provide the Indian Staff at their own expenses.
- 2.3 The contractor shall be responsible for, and shall provide for all requirements of his personnel and of their sub-contractor, if any, including but not limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and all immigration requirement and taxes, if any, payable in India or outside at no extra charge to the Company.
- 2.4 Bidder shall furnish the list of equipment with type, make, year of manufacture with supporting documents alongwith their offer.

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

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

- 3.2 Contractor shall provide the Personal Protective Equipment (PPE) to OIL's representatives who will be associated during the survey operations
- 3.3 **PROTECTION OF ENVIRONMENT:** In performance of the Contract, the Contractor shall conduct its Petroleum Operations with due regard to concerns with respect to protection of the environment and conservation of natural resources and shall in particular;
- a) employ modern oilfield and petroleum industry practices and standards including advanced techniques, practices and methods of operation for the prevention of Environment Damage in conducting its Petroleum Operations;
  - b) take necessary and adequate steps to;
    - i) prevent Environmental Damage and, where some adverse impact on the environment is unavoidable, to minimize such damage and the consequential effects thereof on property and people;
    - ii) ensure adequate compensation for injury to persons or damage to property caused by the effect of Petroleum Operations; and
  - c) Comply with the requirements of applicable laws and the reasonable requirements of the Government from time to time.
- 4.0 **CONFIDENTIALITY OF INFORMATION:** All information obtained by Contractor in the conduct of operations and the information/ maps provided by the Company to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to any one other than the Company's personnel. This obligation of Contractor shall be in force even after termination of the Contract.
- 5.0 **OBLIGATION OF THE CONTRACTOR:**
- 5.1 Contractor at their cost shall arrange the clearance of all equipment, spare parts, consumable, etc. from customs and port authorities in India. Company will provide all reasonable assistance but the responsibility for clearance will rest with the Contractor. Any demurrage in this process will be at Contractor's cost.
  - 5.2 Contractor shall arrange for inland transportation of all equipment, etc. from the port to the place of work and back at the end of the work at their own expense.
  - 5.3 Contractor shall arrange at their own cost all consumables & spares including papers, photographic materials, magnetic tapes/ cartridges, and other consumables and spares needed for the work and shall carry sufficient stocks of these for uninterrupted operation. Contractor shall use cartridge tapes tested for zero error.
  - 5.4 Contractor shall maintain proper account of the consumption of explosives and detonators and shall submit daily, weekly and monthly consumption/ stock statements to the Company.
  - 5.5 All the field tapes/cartridges of experimental data will be provided to Company at no extra cost.
  - 5.6 Contractor shall arrange both lodging and boarding facilities for three (3) Company Geophysicists/ Representatives at each camp site. The camp facilities to the Company's representatives shall be at par with senior expatriate staff.

- 5.7 Contractor shall arrange three (3) vehicles exclusively for use of Company representatives with driver, fuel, maintenance, repairs, etc. at their own cost.
- 5.8 Contractor shall ensure minimum eight (8) working hours work on each working day excluding travel time. Two days in a calendar month are allowed for maintenance of equipment, if desired, by the Contractor, but no payment will be due for the same and this cannot be carried forward to next months.
- 5.9 Contractor shall keep their equipment in good working order and shall begin the survey with adequate supply of spares for the equipment.
- 5.10 The Contractor shall arrange drinking water and its transportation to camp/site at their own cost.
- 5.11 In case the Contractor imports the equipment etc. on re-export basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the Contract period) and complete all documentation required. Company will issue necessary certificates etc. as required.
- 5.12 Any other works required for efficient and successful execution of work shall be carried out by the Contractor except those enumerated under the obligations of the Company defined below.
- 5.13 The Contractor should use latest software packages and shall incorporate the up gradation of these software immediately.
- 5.14 The Contractor shall furnish the list with Bio-data of key personnel proposed to be deployed prior to the commencement of work. The bio-data shall include the name, nationality, qualification, experience and passport details of the person.
- 5.15 The Contractor's expatriate and technical personnel must have thorough knowledge of English.
- 5.16 The Contractor's personnel must be sound enough to provide the above services in international standard, failing which Company reserves the right to ask for removal of any Contractor's Personnel with 24 hours notice.
- 5.17 Any other work required for the efficient and successful execution of work shall be carried out by the Contractor except those enumerated under the obligation of the Company defined in para 6.0 below. Contractor will also provide Company accurate position of existing oil and gas wells in the blocks.
- 5.18 All claims for the loss or damage to standing crops, land or property, resulting directly from operations under the Contract will be borne and paid by the Contractor.
- 5.19 The main recording equipment should be housed in a properly insulated, air-conditioned cabin, mounted on a truck. The truck should be capable of moving in difficult terrains.
- 5.20 **SECURITY:** Security of camp etc. will be the responsibility of the Contractor.

- 5.21 Contractor shall provide accommodation and transport with necessary camp amenities like firework etc. for about 40-45 armed security personnel. Necessary arm/ ammunition room and security hut(s) will also be provided by the Contractor in the camp. However, the armed security personnel for explosive during field operation will be provided by the Company.
- 5.22 **EXPLOSIVES AND DETONATORS:** Contractor shall arrange at its own cost necessary quantity of explosives and detonators as per industry law and practices. It will therefore be obligatory on the part of the Contractor to arrange at its own cost the necessary permit(s) to store and transport explosives and detonators required for execution of this contract. Contractor shall be responsible for handling, loading and blasting of shots in shot holes by engaging authorized licensed personnel and for maintaining records of consumption and stock of explosives and detonators on day to day basis.

## **6.0 OBLIGATIONS OF COMPANY:**

- 6.1 Company shall be responsible for Petroleum Exploration License (PEL) for carrying out survey. Administrative help will be provided by Company for radio frequency clearance and permits for the expatriates required for the operations. However, the Contractor shall make available the required details of the expatriates, for their permits, well in time.
- 6.2 Company shall organize all possible help from local Government/ Administration to Contractor's personnel and equipment in case of natural disasters, civil disturbances and epidemics.
- 6.3 **CUSTOMS DUTY:** *The Services under the Contract shall be carried out in PEL/ML areas renewed/issued to Company after 1.4.1999 and, therefore, imports under this Contract are presently exempted from customs duty.* Company shall provide recommendatory letter to Directorate General of Hydrocarbons, New Delhi (DGH) for issuance of Essentiality Certificate (EC) to enable Contractor to import goods for providing services under this Contract at concessional (Nil) customs duty. Contractor should provide the list of items to be imported under this Contract in the format specified in **Proforma-A** for issuance of recommendatory letter to DGH. On shipment of goods as per **Proforma-A**, the Contractor shall intimate Company alongwith all shipping documents (with clear 15 working days notice) for providing recommendatory letter to DGH, provided all the documents submitted by the Contractor are in order.
- 6.3.1 However, in the event customs duty is leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on contractor's items as provided in **Proforma-A** or the actuals whichever is less, provided contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of customs duty shall be arranged by company and made available to the representatives of contractor at Calcutta within 3 working days after contractor submits the undisputed and clear necessary documents/duty assessment papers at company's office at Calcutta. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for customs duty payment shall be limited/ restricted to the tariff rates as assessed by the customs on the day of clearance, or as on the last day of the stipulated mobilisation period in case of clearance thereafter, on the CIF value of items in **Proforma-A** will be frozen and any increase in customs duty on account of increase in value on these will be to the contractor's account. Furthermore, in case the above CIF value is not acceptable

to assessing customs officer and as a result any excess customs duty becomes payable, it shall be to contractors account. Before filing Bill of entry, the contractor must consult the company to avoid payment of excess customs duty.

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

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

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

**8.0 PENALTY FOR DEFAULT IN TIMELY COMPLETION:** Time is the of-essence of this Contract. In the event of the Contractor's default in timely completion of total volume of work within the stipulated period of **9 (nine) operating months**, a penalty will be levied @10% per GLKM rate for the remaining quantity of data acquisition carried out beyond such stipulated period

**9.0 COMPENSATION FOR DAMAGE OF CROPS/PROPERTIES:** Contractor shall pay compensation against all claims for the loss or damage to standing crops (if any), life/land/property etc. resulting from operations under this contract. Payment of claims for such loss/damage resulting from negligent operations by Contractor's personnel, if any, will also be on Contractor's account. Any production/time losses on account of compensation related issues will be the sole responsibility of the Contractor. After completion of 3D data acquisition, Contractor must furnish an undertaking to Company that they have already paid all claims related to standing crop/land/property damages etc. to the claimants/ owners appropriately and no compensation/due 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.

**(END OF SECTION – III)**

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## **PART-3**

### **SECTION IV**

#### **SCHEDULE OF RATES**

The bidders shall quote the following rates in their price bid as per format (PROFORMA-B) attached herein. The payment shall be made for the actual work done and all "DAY RATE" charges shall be payable upto the nearest full hour on pro-rata basis.

#### **1.0 DESCRIPTION OF CHARGES:**

##### **A) MOBILISATION CHARGES:**

- (i) Mobilization charges shall be quoted on lump sum basis for mobilisation of all equipment, tool & other resources of Contractor including infrastructural support for camp etc. upto the designated field site in Arunachal Pradesh, India alongwith all operating crew to perform the work orderly under this contract. Onetime payment for mobilisation charges will be made by Company at the beginning upon completion of mobilisation as to be certified by the Company Representative.
- (ii) Mobilization charges should cover all local and foreign costs to be incurred by the Contractor to mobilize their entire resources at the field sites in Arunachal Pradesh and shall also include all local taxes & levies (including State Entry Tax), port fees, transportation/freight & insurance etc., but excluding Customs Duty (NIL rate against EC, since the requirement is for PEL Areas for which licenses have been issued/renewed after 31.03.1999) on the items declared in **Proforma – A** (ref. PART-4).
- (iii) Company will issue Recommendatory Letters on the basis of documents to be provided by the Contractor for import of items, if envisaged in **Proforma-A**, for Contractor to obtain necessary Essentiality Certificates from the Directorate General of Hydrocarbon (DGH), India to avail nil/concessional Customs Duty. However, responsibility for securing EC and payment of port rent, demurrage etc. and clearance of goods through Indian Customs authority will exclusively rest on the Contractor.
- (iv) Mobilization shall be deemed to be completed when all equipment are fully tested, calibrated and put into operation and necessary experimental work conducted as specified in scope of work and first regular production shot is taken and accepted by the Company.
- (v) "Mobilization Charges" should be restricted to maximum 10 % (ten percent) of the total quoted contract value, which the bidder should note while quoting the mob & demob charges. In case, Mobilisation Charges is quoted in excess of 10% (ten percent) of total evaluated contract cost, the amount calculated in excess of 10% shall be paid to the Contractor at the end of the project after completion of all contractual obligations of the Contractor together with demobilization charges.

- B) OPERATING CHARGES PER GROUND LINE KILOMETER (GLKM):** The Contractor shall be paid the operating charges only on per GLK basis for acceptable data acquired along a seismic profile and completed in all respects and provided to Company in requisite form. A GLKM is defined as follows: **GLKM= (Number of good/acceptable shots taken in a completed line-1)\*80 mtrs**

In view of rapid variations in elevations, surface & near surface heterogeneity, model based static corrections needs to be provided by the Contractor.

- (i) Operating charges should include all the charges for the equipment/ accessories, reports/ maps/records generation & submission, cost of fuel, spares, preventive maintenance, mob/demob. of on/off crews, consumable, to and fro transportation, repair/maintenance of support infrastructure, medical of personnel, hire of any support infrastructure, all line survey, fixing of crossing pillars/bench marks, line laying & maintenance, shot-hole drilling, shot hole casing, shot hole drilling fluids/chemicals/mud additives, explosive loading & blasting, field, base & other operation related management/maintenance, survey pegs, paints, damages caused to crops/ life & properties in operational area, filling of drilled holes/created craters etc. and other day-to-day operational requirement not specified hereof.
- (ii) In case the Contractor fails to complete the total **180 GLKM** of survey volume within **nine (9)** operating months from the date of completion of mobilisation, the Contractor has to complete the remaining/outstanding work within two (2) additional months, for which payment will be made by Company at **10% (ten percent) lower rates**.

**C. OPERATING CHARGES FOR UPHOLE SURVEY:** Operating charges will be paid for every uphole drilled, upto a depth of 40 mtrs approximately., data recorded, all related stationery/media of recording, field set ups and data analyzed during the month. However, actual depth of uphole will be decided after experimentation in consultation with Company's Geophysicist. Contractor has to quote for each up-hole points separately. All up-holes have to be completed alongwith the production shooting of **180 GLKM**.

**D. CHARGES FOR EXPERIMENTAL WORK:** The rate for experimental work (with all liabilities as applicable to that of production shooting days) of 2D data acquisition Crew per day (of 10 hrs of actual working in field excluding travel time). If the experimental work is done on a part of the day, payment will be done on pro-rata basis for hours certified by the Company's representative.

**E. FORCE MAJEURE CHARGES:** Force Majeure Charges shall be applicable during the Force Majeure situation, if any arises during the period of job execution at site and payable on per day of 24 hours basis upto a maximum of 10 (ten) consecutive days. Payment will also be made on pro-rata per hour basis for part of a day, if any. The force majeure Day Rate should not exceed operating charges per GLKM rate.

**F. STANDBY CHARGES:** The Standby Charge shall be applicable during the period of job execution at site only after the start of production shooting/actual data acquisition, provided the Contractor is unable/not permitted by Company to carry out the operation on account of the following reasons or otherwise:

- i) lack of instruction, maps & plans from Company
- ii) Non-compliance in providing required documents for permits, licenses etc. by Company.
- iii) Any other non-fulfillment of Company's obligations as stipulated herein.

Standby charges shall be payable on per day of 24 hours and on pro-rata for part thereof to the nearest full hour as to be certified by Company representative. The Standby Day Rate should not exceed operating charges per GLKM rate.

**G. RATE FOR FIXING REFERENCE POINT BY DGPS:** The charges for fixing of Reference Points shall be payable on per point basis. The rate per point should be all inclusive.

**H. DEMOBILISATION CHARGES (IF ANY):**

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

**I. NIL DAY RATE:** In the event of suspension of operations due to malfunctioning/ failure of equipment or due to non-availability of Contractor's designated personnel or any other reason (except for force majeure situation) which is not attributable to Company, no day rate shall be payable to the Contractor till such situation is remedied and normal operation is resumed.



## **2.0 GENERAL NOTES:**

- a) Bidders should indicate name and address of their Indian agent if any and also should specify the percentage of commission if any involved and it should be included in the quoted rates. In case no Indian agent commission is involved then should be shown as “NIL”.
- b) Rates/costs to be quoted by the Bidders in accordance with the Price Bid Format (PROFORMA-B) considering all expenditure to be incurred by them in executing the contract, except the Customs Duty and Service Tax which will be extra to Company account.
- c) Bidder should submit the list of items with CIF value to be imported into India in connection with execution of this contract as per Proforma-A.
- d) From the Proforma-A, bidder should identify the items of re-exportable in nature (i.e. items which will not be consumed during the execution of the contract and required to be exported out side India after completion of the contract). Total CIF value of such items should be shown in the “PRICE BID FORMAT” as CIF (RE-EX).
- e) Similarly from the Proforma-A, bidder should identify the items of consumable in nature (i.e. items which will be consumed during the execution of the contract). Total CIF value of such items should be shown in the “PRICE BID FORMAT” as CIF (CONSUMABLES).

**(END OF SECTION – IV)**

**(END OF PART-3)**

**&&&&&&&&**

## **PART-4**

### **PROFORMA-A**

**TENDER NO.: CNG5848P15**

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

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

- (1) The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".
- (2) The items, which are of consumable in nature should be indicated as "NO" in column "J".
- (3) For estimation of applicable customs duty, the bidders are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Seal of the Bidder:**

## **PART-4**

### **PROFORMA-B**

#### **PRICE BID FORMAT** (FOR BID EVALUATION)

Bidders are requested to quote rates against each item as under. The price bid will be evaluated on the basis of rates quoted by the bidders and will be compared on the total evaluated value basis considering the following charges and no other rates, prices will become payable during the currency of the contract unless otherwise agreed specifically.

**Currency:** .....  
(Please specify)

<b>Srl. No.</b>	<b>ITEM</b>	<b>UNIT</b>	<b>QTY</b>	<b>Unit Rate</b>	<b>Total Price</b>
A.	Mobilization Charges	Lump sum	1	<b>a</b>	<b>A = a x 1</b>
B.	Operating Charges for Acquisition of 2D Seismic Data per Ground Line Kilometer (GLKM)	Per GLKM	180	<b>b</b>	<b>B = b x 180</b>
C.	Operating Charges for Uphole Survey	Per Uphole	60	<b>c</b>	<b>C = c x 60</b>
D.	Charges for Experimental Shooting	Per Day	10	<b>d</b>	<b>D = d x 10</b>
E.	Force Majeure Day Rate	Per Day	14	<b>e</b>	<b>E= e x 14</b>
F.	Standby Day Rate	Per Day	7	<b>f</b>	<b>F= f x 7</b>
G.	Charges for fixing Reference Points by DGPS	Per Point	40	<b>g</b>	<b>G = g x 40</b>
H.	Demobilization Charges	Lump sum	1	<b>h</b>	<b>H= h x 1</b>
<b>Total Charges for Acquisition of 180 GLKM of 2D Seismic Data: (T)</b>					<b>A + B + C + D + E + F + G + H</b>

**NOTE:**

- i) The items mentioned above are to be read in conjunction with SECTION-II (Scope of Work/Terms of Reference) and SECTION-IV (Schedule of Rates) in PART-3 of Tender Document.
- ii) The quantities mentioned above against each item are tentative only and valid for Bid Evaluation purpose. Payment to the Contractor will be made on the basis of actual utilisation/jobs carried against the contract.

- iii) Bidders to quote rates/costs strictly as per above format against each item. Quoted rates must be inclusive of agency commission, payable if any. Details of the Indian Agent and their commission (in percentage term) payable against this contract must be highlighted by the bidder, failing which it will be construed that no agency commission is payable against the contract.
- iv) Customs Duty and Service Tax must not be included in quoted rates, which will be extra to OIL's account as applicable.
- v) Mobilisation charges shall be restricted to maximum 10% of the total estimated contract value. However, the mobilization charges if quoted in excess of 10% of the estimated contract value, the excess amount shall be paid at the end of the project together with Demobilisation charges, if quoted.
- vi) Bidder must quote rates against all above items, otherwise, the bid will be considered incomplete and rejected. However, "**NIL RATE**" can also be mentioned against all such items of their bid where no charge is involved/envisaged by the bidder.

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Seal of the Bidder:**

## **PART-4**

## **PROFORMA-C**

### **BID FORM**

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

**Sub: TENDER NO.: CNG5848P15**

*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 LOI.

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

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

## **PART-4**

### **PROFORMA-D**

**TENDER NO.: CNG5848P15**

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

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

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

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

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

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

## **PART-4**

## **PROFORM-E**

### **FORM OF PERFORMANCE BANK GUARANTEE**

To:  
M/s. OIL INDIA LIMITED,  
Duliajan, Assam, India, Pin - 786 602.

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

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

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

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

This guarantee is valid until the date \_\_\_\_\_ (calculated at **7 months** after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_  
Designation \_\_\_\_\_  
Name of Bank \_\_\_\_\_  
Address \_\_\_\_\_

Date .....

Place \_\_\_\_\_

## **PART-4**

## **PROFORMA-F**

### **AGREEMENT FORM**

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

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

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

WHEREAS, Company had issued a firm Letter of Intent No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's **Tender# CNG5848P15**. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
  - (a) Section-I indicating the General Conditions of this Contract;
  - (b) Section-II indicating the Terms of Reference;
  - (c) Section-III indicating the Special Terms & Condition;
  - (d) Section-IV indicating the Schedule of Rates/Payment.
3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with



the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

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

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

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

## **PART-4**

## **PROFORMA-G**

### **FORM OF BID SECURITY (BANK GUARANTEE)**

To:

M/s. OIL INDIA LIMITED,  
Duliajan, Assam, India, Pin - 786 602.

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s **Tender No.: CNG5848P15**. KNOW ALL MEN BY these presents that we (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "Bank") are bound unto the Company in the sum of (\*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
  - (a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
  - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

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

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

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Name of Bank & Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

\* The Bidder should insert the amount of the guarantee in words and figures.

\*\* Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid.

## **PART-4**

## **PROFORMA-H**

### **PROFORMA LETTER OF AUTHORITY**

TO  
Oil India Ltd.,  
P.O. Duliajan - 786 602  
Assam, India

Sir,

**Sub: OIL's TENDER NO. CNG5848P15**

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as 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.

**&&&&&&&&**

## **PART-4**

## **PROFORMA-I**

# **INTEGRITY PACT**

Between

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

And

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

### **Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for Hiring of 2D Seismic Data Acquisition Service. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

### **Section: 1 -Commitments of the Principal**

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.

**(2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

### **Section: 2 -Commitments of the Bidder/Contractor**

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

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

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

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

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

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

### **Section 3 -Disqualification from tender process & exclusion from future Contracts**

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

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

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

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

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

### **Section 4 -Compensation for Damages**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 -Previous transgression**

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

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

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

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

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

#### **Section: 8 -External Independent Monitor/Monitors**

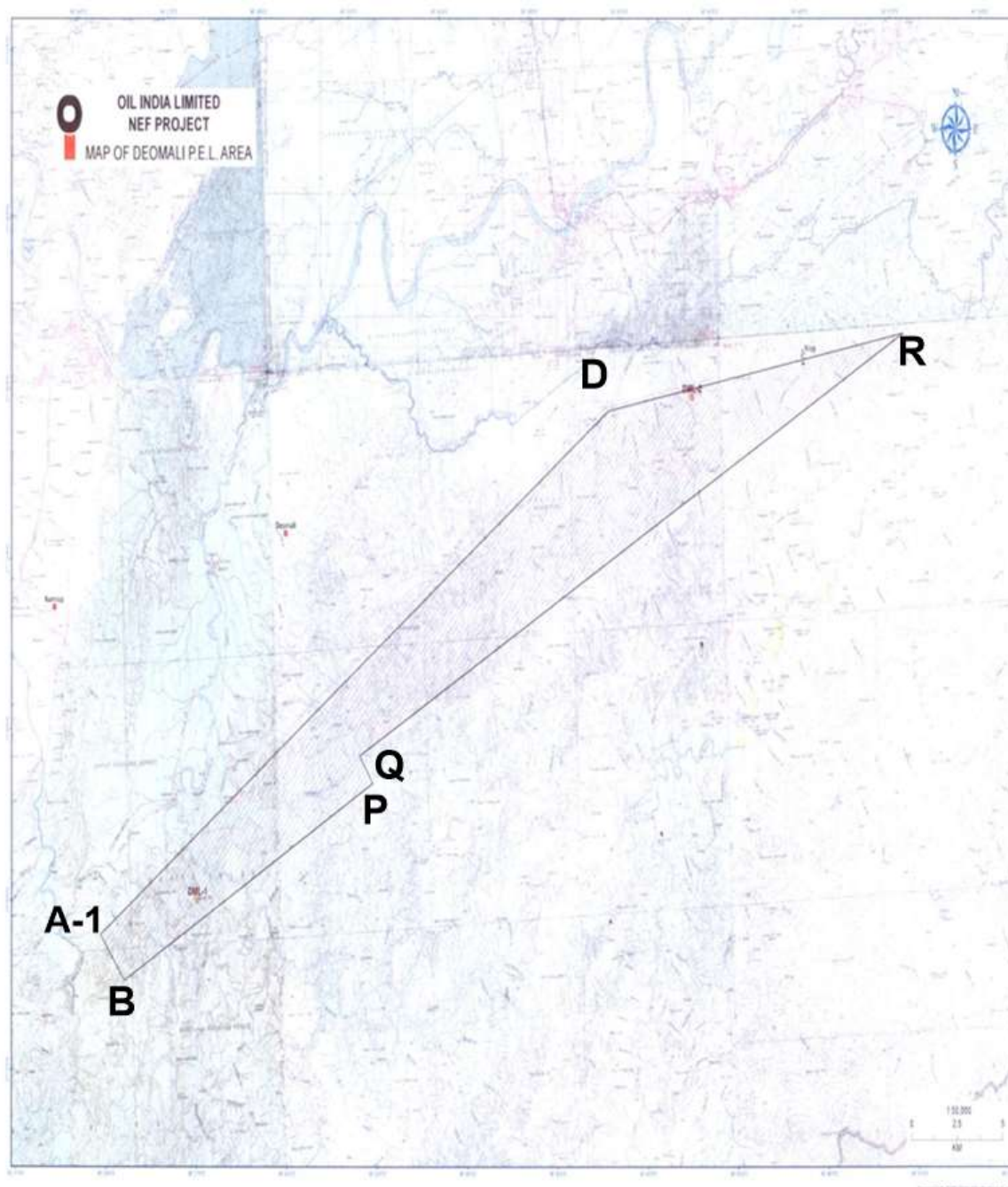
(three in number depending on the size of the contract)

(to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to



**Figure-1 Deomali PEL area**

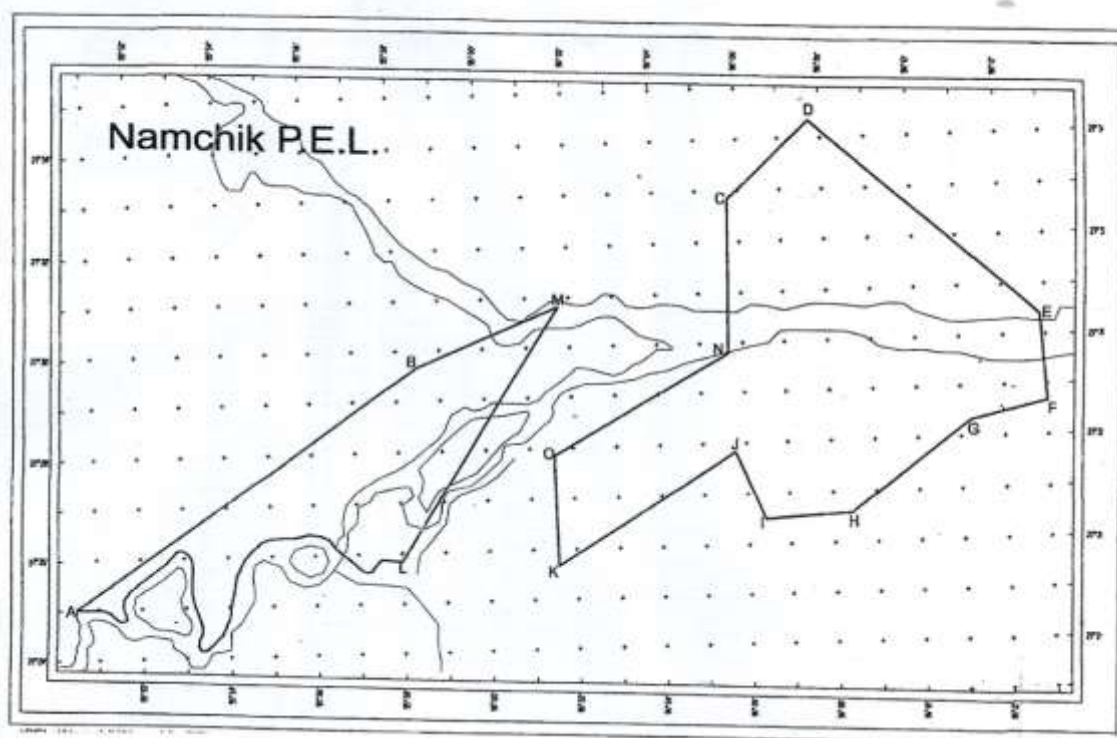


Block Coordinates:

Block Name	Area (Sq. Km.)	point	Latitude			Longitude		
			Deg.	Min.	Sec.	Deg.	Min.	Sec.
Deomali	113	A-1	95	24	00	27	05	17
		B	95	24	45	27	04	27
		P	95	33	10	27	07	36
		Q	95	32	45	27	08	06
		R	95	51	10	27	14	51
		D	95	41	18	27	13	52
		A-1	95	24	00	27	05	17



**Figure-2 Namchik PEL Area**



**Co-ordinates of the Namchik PEL area in Changlang District of Arunachal Pradesh**

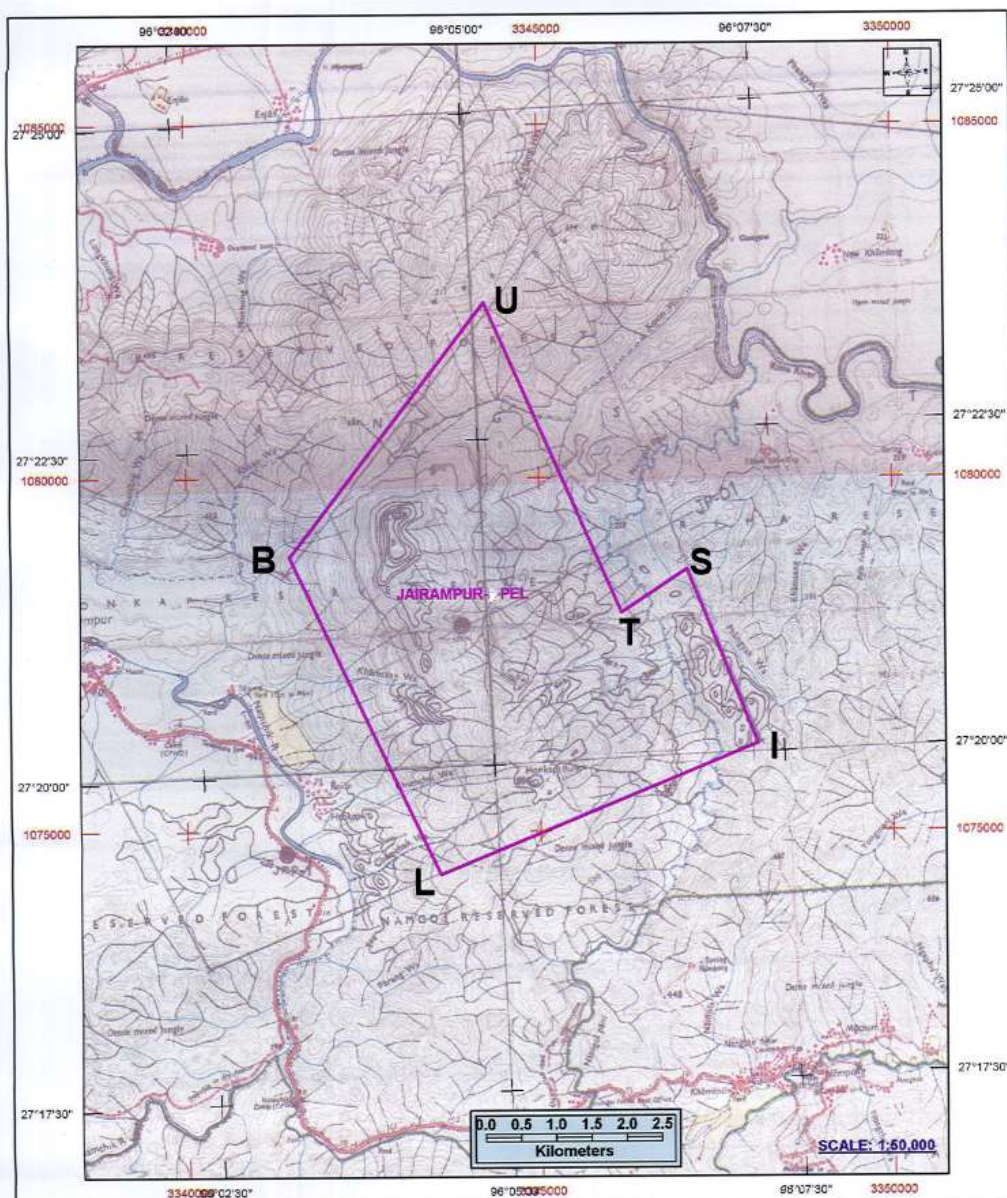
**Area: 195.00 sq km**

**Map enclosed**

POINTS	LATITUDE			LONGITUDE		
	DEG	MIN	SEC	DEG	MIN	SEC
A	27	25	13	95	50	57
B	27	29	40	95	58	30
M	27	30	49	96	01	46
L	27	25	50	95	59	00
A	27	25	13	95	50	57

POINTS	LATITUDE			LONGITUDE		
	DEG	MIN	SEC	DEG	MIN	SEC
C	27	32	50	96	05	45
D	27	34	20	96	07	45
E	27	30	25	96	12	58
F	27	28	40	96	13	00
G	27	28	20	96	11	15
H	27	26	35	96	08	00
I	27	26	30	96	06	25
J	27	27	50	96	05	45
K	27	25	40	96	01	35
O	27	27	51	96	01	34
N	27	29	47	96	05	39
C	27	32	50	96	05	45

**Figure-3 Jairampur Extn. PEL Area**



**JAIRAMPUR EXTENSION PEL:**

POINTS	LATITUDE			LONGITUDE		
	DEGREE	MINUTE	SECOND	DEGREE	MINUTE	SECOND
B	27	21	40	96	03	20
L	27	19	20	96	04	25
I	27	20	12	96	07	20
S	27	21	25	96	06	50
T	27	20	59	96	06	04
B	27	23	27	96	05	00
B	27	21	40	96	03	20

**(END OF PART-4)**

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