



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

CONTRACTS DEPARTMENT  
TEL: (91) 374-2800548  
E-mail: [contracts@oilindia.in](mailto:contracts@oilindia.in)  
Website: [www.oil-india.com](http://www.oil-india.com)  
FAX: (91)374-2803549

### FORWARDING LETTER

M/s \_\_\_\_\_  
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**Sub:** IFB No. CDG1045P17 for 2D Seismic Data Acquisition of 870 LKM covering parts of Arunachal Pradesh & Assam (North Bank & South Bank of River Brahmaputra, i.e., Area-1) and 1763 LKM covering parts of Mizoram & Tripura (Area-2) from the unappraised areas of North-East India.

Dear Sirs,

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

2.0 OIL has been entrusted by DGH & MoP&NG for the wide spaced 2D Seismic Survey for appraisal of unappraised areas of North East (NE) India. Consequent to which, OIL's Contract Department, Duliajan now invites ONLINE International Competitive Bids (ICB) under **Single Stage Two Bid System** through its e-Procurement Portal: <https://etender.srm.oilindia.in/irj/portal> from competent and experienced Service Providers/Bidders for 2D Seismic Data Acquisition in the Un-appraised areas of Assam-Arakan Sedimentary Basin, North-East India. **The bidder can bid for any one of the two areas or for both the areas combined together as mentioned below:**

a)	Area-1	870 LKM covering parts of Arunachal Pradesh & Assam (North Bank & South Bank of River Brahmaputra (Refer ANNEXURE-III A & ANNEXURE-IV A)
b)	Area-2	1763 LKM covering parts of Mizoram & Tripura (Refer ANNEXURE-III B & ANNEXURE-IV B)

3.0 One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No. /E-Tender No.	:	CDG1045P16
(ii)	Type of Bidding	:	Online-Single Stage-Two Bid System
(iii)	Tender Fee	:	INR 60,000.00 or US \$ 1000.00
(iv)	Period of Sale	:	11.05.2016 to 21.06.2016

(v)	Bid Closing Date & Time	:	As mentioned in Online E-tender portal
(vi)	Technical Bid Opening Date & Time	:	As mentioned in Online E-tender portal
(vii)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.
(viii)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
(ix)	Bid Opening Place	:	Office of DGM-Contracts Contract Department, Oil India Limited, Duliajan -786602, Assam, India.
(x)	Bid Validity	:	120 days from date of Bid Closing
(xi)	Mobilization Time	:	As defined in the tender
(xii)	Bid Security Amount	:	US \$ 86750 <b>OR</b> INR 60,00,000 (for Area-1) US \$ 143,000 <b>OR</b> INR 98,50,000 (for Area-2) US \$ 197,000 <b>OR</b> INR 1,36,00,000 (for Both the Areas)
(xiii)	Bid Security Validity	:	31.01.2017
(xiv)	Original Bid Security to be submitted	:	Office of DGM-CONTRACTS, CONTRACT DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xv)	Amount of Performance Security	:	a) If the bidder bids for individual Area: 10% of the estimated one (1) Year Contract Cost in <b>individual Area</b> . b) If the bidder bids for both the Areas: 10% of the estimated one (1) Year Contract Cost of both the Areas combined.
(xvi)	Validity of Performance Security	:	Up to 3 months from date of completion of contract
(xvii)	Duration of the Contract	:	<b>Area-1:</b> 14 Operating Months from the date of Commencement of Contract (i.e., from the date on which the first regular Production shot is accepted by Company under the contract). <b>Area-2:</b> 21 Operating Months from the date of Commencement of Contract (i.e., from the date on which the first regular Production shot is accepted by Company under the contract).  ( <b>Note:</b> The work shall be executed in both the Areas simultaneously.)
(xviii)	Quantum of Liquidated Damage	:	Refer clause No. 17.0 of General Conditions of Contract

(xix)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
(xx)	Bids to be addressed to	:	DGM-Contracts, Contract Department, Oil India Limited, Duliajan-786602, Assam, India.
(xxi)	Pre-Bid conference	:	Will be intimated later on
(xxii)	Last Date of receipt of Queries	:	28.05.2016 upto 15:30 Hrs. (IST)

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

#### 4.0 **GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

4.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate of **Class 3 with Organizations Name** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**

4.2 Bidders must have a valid User ID to access OIL e-Procurement site for submission of bid. Vendors having User ID & password can purchase bid documents **on-line through OIL's electronic Payment Gateway**. New vendor shall obtain User ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the similar manner. Alternatively parties can write to DGM-Contracts, OIL INDIA LTD., Duliajan(Assam) in their official letter head giving the detailed address and E-mail letter along with the cost of bid document(non-refundable) for issue of the User ID and password for accessing the E-procurement tender which must reach DGM-Contract's Office on or before the last date of sale. The User ID shall be intimated to the eligible parties through email on receipt of the requisite cost of the bid document.

4.3 Parties shall be eligible for accessing the tender in E-portal after OIL enables them in the E-portal after receipt of the requisite cost of the bidding document.

#### 4.4 **EXEMPTION OF TENDER FEE:**

4.4.1 If the bidder is a Micro or Small Enterprise [MSEs] under the Micro, Small and Medium Enterprises Development Act, 2006 and is registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they are exempted from payment of tender fees for the items/services for which they are registered. Copy of valid Registration Certificate, must be enclosed along with the application for issuing tender documents and the Registration Certificate should clearly indicate the items/services for which bidder are registered [or they intend to quote against OIL tenders ] with any of the aforesaid agencies.

4.4.2 The Central Govt. Departments and Central Public Sector Undertakings will also be exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates will be exempted from payment of tender fee.

4.5 Parties, who do not have a User ID, 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 in this regard, bidders may contact E-Tender Support Cell at Duliajan at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 0374-2807178/4903.

#### 5.0 **PRE-BID CONFERENCE:**

5.1 A Pre-Bid Conference is planned to be held in 1<sup>st</sup> week of June, 2016 to explain the requirements of Company in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Rejection/Bid Evaluation Criteria and other terms & conditions of the Tender. The parties who purchase the bid documents are shall be allowed to participate in the Pre-Bid conference. For details of the venue, bidders may contact DGM-Contracts, Oil India Ltd., P.O. Duliajan-786602, Phone: 91374-2808662/2800548, Fax# (91)374-2803549, E-mail: [contracts@oilindia.in](mailto:contracts@oilindia.in).

5.2 Maximum two (2) representatives from each prospective Bidder, who purchased the tender document, shall be allowed to participate in the pre-bid conference. All costs associated to attend the pre-bid conference by their representatives shall be borne by the interested Bidders.

5.3 The prospective bidders shall submit their queries/clarifications against the tender through E-mail / Fax /Courier addressed to DGM-Contracts, Oil India Ltd., Duliajan-786602, Assam and such queries must reach OIL's office at Duliajan latest by **28.05.2016 upto 15:30 Hrs. IST**. OIL shall provide clarifications to only those queries received within this date. Queries/ Clarifications against the tender received beyond 28.05.2016 will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office

5.4 However, clarifications/exceptions/deviations, if required any, should be brought out by the bidder prior to or during the Pre-Bid Conference only. After processing these suggestions, as a sequel to the pre-bid conference, Company may communicate the changes in this regard, if agreed any, through an addendum to tender document to the prospective bidders who purchased the tender document. Company will not accept any exception/deviation to tender conditions/specifications once the same are frozen after the pre-bid conference and the non-compliant bid (s) shall be rejected outright against this tender.

5.5 The date and venue of pre-bid conference will be intimated later on.

#### 6.0 **IMPORTANT NOTES:**

Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

- i) The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the following documents which shall be submitted manually by the bidder in two copies in a sealed envelope superscribed with OIL's IFB No., Bid Closing date and marked as "Original Bid Security" and addressed to DGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam(India) :
  - a) Original Bid Security

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

**The above documents including the Original bid security, must be received at OIL's DGM-Contract's office at Duliajan on or before 12.45 Hrs.(IST) on the technical bid closing date failing which the bid shall be rejected.** A scanned copy of the Bid Security shall also be uploaded by the bidder along with their Technical Bid in OIL's E-procurement site.

- ii) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST)(Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM(IST) at the office of the DGM-Contracts in presence of the authorized representatives of the bidders.
- iii) If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.
- iv) The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded **"Technical RFX Response" Tab only. Bidders to note that no price details should be uploaded in "Technical RFX Response" Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded as Attachment just below the "Tendering Text" in the attachment option under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Clause 1.0 of (B) Commercial Evaluation Criteria.)**

**Display RFX Response:**

[Edit](#) | [Print Preview](#) | [Refresh](#) | [Technical RFX Response](#) | [Close](#) | [Withdraw](#) | [Verify signature](#)

RFX Response Number 60006452    RFX Number TEST2    Status Submitted    RFX Response Version Number 1  
 RFX Owner WIPRO\_TEST1    Total Value 0.00 INR

[RFX Information](#) | [Items](#) | [Notes and Attachments](#) | [Conditions](#) | [Summary](#)

**Basic Data** | **Questions**

**Event Parameters**

Currency:

Detailed Price Information:

Terms of Payment:  90% against despatch+10% after receipt

Created E  
 Last Processed C  
 Last Processed E

**Partners and Delivery Information**

[Details](#) | [Send E-Mail](#) | [Call](#) | [Clear](#)

Function	Number	Name	Valid from
The table does not contain any data			

On "EDIT" Mode- The following screen will appear. Bidders are advised to upload "Technical Bid" and "Priced Bid" in the places as indicated above:

The screenshot shows the 'Edit RFX Response' window. At the top, there's a header bar with the title 'Edit RFX Response:' and a menu bar with options: Submit, Read Only, Print Preview, Check, Technical RFX Response, Close, Save, Verify signature of Response, Sign Response. Below this, a summary bar displays: RFX Response Number 60006452, RFX Number TEST2, Status Withdrawn, Submission Deadline 13.04.2013 11:00:00 INDIA, RFX Owner WIPRO\_TEST1, Total Value 0.00 INR, RFX Response Version Number 2, and RFX Version Number 5. A tabbed interface below shows 'RFX Information', 'Items', 'Notes and Attachments' (selected), 'Conditions', 'Summary', and 'Tracking'. The 'Notes' section has a table with columns 'Assigned To', 'Category', and 'Text Preview'. The 'Attachments' section has a table with columns: 'Assigned To', 'Category', 'Description', 'File Name', 'Version', 'Processor', and 'Checked'. A message at the bottom of the attachments table states 'The table does not contain any data'. Two callout boxes with red arrows point to specific areas: one points to the 'Technical RFX Response' menu item with the text 'Bid on "EDIT" Mode', and another points to the 'Attachments' table area with the text 'Area for uploading Priced Bid\*\*'. A third callout box points to the 'Notes' table area with the text 'Area for uploading Technical Bid\*'. The 'Sign Attachment' button is also visible in the attachments section.

**Note :**

- \* The "Technical Bid" shall contain all techno-commercial details **except the prices**.
- \*\* The "Priced bid" must contain the price schedule and the bidder's commercial terms and conditions, if any. For uploading Priced Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on "Sign" to sign the file. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to upload the File. Please click on Save Button of the Response to Save the uploaded files.

This is a partial screenshot of the 'Edit RFX Response' window, showing the top header bar with the title 'Edit RFX Response:' and the menu bar with options: Submit, Read Only, Print Preview, Check, Technical RFX Response, Close, Save, Verify signature of Response, Sign Response.

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

Thanking you,  
Yours faithfully,  
**OIL INDIA LIMITED**

( G C DEVCHOUDHURY )  
DGM-CONTRACTS  
For, RESIDENT CHIEF EXECUTIVE

**PART - 1**

## **INSTRUCTIONS TO BIDDERS**

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

**1.1** Bidders are advised to have a thorough reconnaissance of the area, if required, to know the terrain and get themselves fully acquainted with details of surface topographic features, fair weather slot, weather conditions, working culture in the area, socio-political environment, security aspects and law of the land, prior to submitting their bids. This will also help them to judiciously select proper inputs for successful execution of the project. However, all such related expenses shall be to bidder's account.

### **A. BID DOCUMENTS**

**2.0** The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following items:

- (a) A Forwarding Letter highlighting the following points:
  - (i) Company's IFB No. & Type and Tender Fee
  - (ii) Bid closing date and time
  - (iii) Bid opening date and time
  - (iv) Bid submission Mode
  - (v) Bid opening place
  - (vi) Bid validity, Mobilisation time & Duration of contract
  - (vii) The amount of Bid Security with validity
  - (viii) The amount of Performance Guarantee with validity
  - (ix) Quantum of liquidated damages for default in timely mobilization
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Evaluation Criteria, (Part-2)
- (d) General Conditions of Contract, (Part-3, Section-I)
- (e) Terms of Reference/Technical Specification, (Part-3, Section-II)
- (f) Special Conditions of Contract, (Part-3, Section-III)
- (g) Schedule of Rates, (Part-3, Section-IV)
- (h) Estimated CIF value of items at the time of import
- (i) Price Schedule
- (j) Bid Form,
- (k) Statement of Non-Compliance,
- (l) Bid Security Form,
- (m) Performance Security Form,
- (n) Agreement Form,
- (o) Proforma of Letter of Authority,
- (p) Authorisation for Attending Bid Opening,
- (q) Integrity Pact
- (r) Annexures
- (s) Checklists

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

### **3.0 TRANSFERABILITY OF BID DOCUMENTS:**

**3.1** Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.

**3.2** Unsolicited bids will not be considered and will be rejected straightway.

#### **4.0 AMENDMENT OF BID DOCUMENTS:**

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the "**Technical RFx** " under the tab "Amendments to Tender Documents". The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. **Bidders are to check from time to time the E-Tender portal ["Technical RFx " under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

#### **B. PREPARATION OF BIDS**

- 5.0 **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 official and **notarised** English translated version, which shall govern for the purpose of bid interpretation.

In case bidder is providing any document in language other than English, then bidder will also provide the English translated documents of the same. Translated documents must be signed by authorized personnel in Department of Foreign Affairs of the documents' country of origin and the same shall be duly certified by Indian Embassy there.

5.1 **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.

#### **6.0 DOCUMENTS COMPRISING THE BID:**

Bids are invited under Single Stage Two Bid System. The bid to be uploaded by the Bidder in OIL's E-Tender portal 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 10.0.
- (iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.10 below.
- (iv) Copy of Bid-Form without indicating prices in Proforma-C
- (v) Statement of Non-compliance as per Proforma-D
- (vi) Proforma-J: List of items to be imported without the CIF values.
- (vii) Copy of Priced Bid **without indicating prices** (Proforma-B)
- (viii) Integrity Pact digitally signed by OIL's competent personnel, attached with the bid document to be digitally signed by the bidder.

##### **(B) PRICED BID**

Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the "**Notes & Attachments**" Tab:

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



(iii) Proforma-J showing the items to be imported with the CIF values.

The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

**7.0 BID FORM:**

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

**8.0 BID PRICE:**

8.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E- Tender Portal in "Notes & Attachment" Tab. Unit prices must be quoted by the bidders, both in words and in figures.

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

8.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding Service Tax) including Corporate Income Tax, Personal Tax, Assam Entry Tax etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.4 **Customs Duty:** The services under this Contract shall be carried out in the areas for which Customs Duty on goods/equipment/tools to be imported shall be applicable on merit. Bidders are to take note of the same while quoting and rates/prices must be quoted accordingly inclusive of applicable customs duty as may be required. **Company will not issue any recommendatory letter for essentiality certificates against this contract.** Clearance of goods through Indian Customs authority and all related expenditure on imported goods including customs duty, port rent, demurrage etc. as applicable will exclusively rest on the Contractor.

8.5 **Service Tax:** The quoted prices/costs shall be exclusive of Service Tax. **Service Tax as applicable shall be extra to Company's account.** However, the liability for payment of the service tax to the appropriate authority in case of Indian bidder and/or overseas bidder having office establishment in India will lie on the Contractor.

**9.0 CURRENCIES OF BID AND PAYMENT:**

9.1 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.

9.2 Indian bidders too can submit their bids in any currency (including Indian Rupees) However, currency once quoted will not be allowed to be changed.

**10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

10.1 These are listed in **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid document.

**11.0 BID SECURITY:**

- 11.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.9 hereunder.
- 11.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide **Proforma-E** or a Bank Draft/Bankers' cheque in favour of OIL and payable at Duliajan, Assam or an irrevocable Letter of Credit (L/C) from any of the following Banks –
- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
  - b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or
  - c) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India or
- The Bank Guarantee / LC shall be valid for the time as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.
- 11.3 **Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.**
- 11.4 Any bid not secured in accordance with **sub-clause 11.2** above shall be rejected by the Company as non-responsive.
- 11.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 11.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.
- 11.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with **Clause 29.0** below is furnished.
- 11.8 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 11.9 The Bid Security may be forfeited:
- i) The bidder withdraws the bid within its original/extended validity.
  - ii) The bidder modifies/revise their bid suo-moto.
  - iii) Bidder does not accept the order/contract.
  - iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.

- v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice the bid security shall be forfeited after due process in addition other action against the bidder.

11.10 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years.

11.11 **The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC or Banker's Cheque or Bank Draft must be uploaded by bidder along with the Technical bid in the "Technical RFx Response" of OIL's E-portal.** The original Bid Security shall be submitted by bidder to the office of DGM-Contracts, Oil India Ltd., Duliajan-786602(Assam), India in a sealed envelope which must reach DGM-Contract's office on or before 12.45 Hrs (IST) on the Bid Closing date.

11.12 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

## **12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:**

12.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.

12.2 If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items/Services for which bidder are registered with any of the aforesaid agencies.

In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

## **13.0 PERIOD OF VALIDITY OF BIDS:**

13.1 Bids shall remain **valid for 120** days from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.

13.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 11.0 above 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:**

### **14.0 SIGNING OF BID:**

14.1 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. Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable.

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 to be made to a document after uploading, the same may be deleted and such revised document are to be Digitally Signed again before uploading. It is advised to delete the unwanted documents before submission of the response. The Power of Attorney shall be submitted by bidder as mentioned in Para 15.1 below.

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.

- 14.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per **Proforma-G**) shall be indicated by written Power of Attorney accompanying the Bid.
- 14.3 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.
- 14.4 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 14.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

## **15.0 SUBMISSION OF BIDS**

- 15.1 The tender is processed under single stage - Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through 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 "**User Manual**" available 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" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just below the "Tendering Text" in the attachment link under "Notes & Attachments" Tab under General Data in the e-portal. **No price should be given in the "Technical RFx", otherwise bid shall be rejected.** The priced bid should not be submitted in physical form and which shall not be considered.

However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the "IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to DGM-Contracts, Oil India Ltd., Duliajan-786602(Assam) on or before 12.45 Hrs.(IST) on the bid closing date indicated in the IFB :

- i) The Original Bid Security along with 1(one) copy
- 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/Telephonic method will not be considered.

- 15.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-D of the bid document and the same should be uploaded along with the Technical Bid.
- 15.3 Timely delivery of the documents in physical form as stated in Para 15.1 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.
- 15.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

**16.0 INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:**

Foreign bidders shall clearly indicate in their bids whether they have an Agent/Representative/Retainer/Associate in India. In the event the overseas bidder is having an Agent/Representative/Retainer/Associate in India, the bidder should furnish the name and address of their Agent/Representative/Retainer/Associate in India and clearly indicate nature and extent of services to be provided by such an Agent/ Representative/Retainer/Associate in India and also stating in their bids whether the Agent/Representative/Retainer/Associate is authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent/Representative/Retainer/Associate in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid.

Further, overseas bidders shall submit their bids directly and not through their Agent/Representative/Retainer/Associate in India. Bid submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. Moreover, one Indian Agent/Representative/Retainer/ Associate cannot represent more than one foreign bidder against the IFB.

The Indian Agent/Representative/Retainer/Associate will not be permitted to submit any Bid Security and Performance Security on behalf of their foreign principals and also the Indian Agent/ Representative/Retainer/Associate will not be allowed to execute the contract and receive payment against bid submitted by their foreign principals. Such bids shall be rejected straightway.

**17.0 DEADLINE FOR SUBMISSION OF BIDS:**

- 17.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- 17.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 17.3 The documents in physical form as stated in Para 15.1 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs(IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

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

**19.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

- 19.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.
- 19.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 19.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

**20.0 EXTENSION OF BID SUBMISSION DATE:**

Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.

**21.0 BID OPENING AND EVALUATION:**

- 21.1 Company will open the Technical Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation 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. In technical bid opening, only "Technical RFx Response" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical RFx Response" Tab Page only in the E-portal.
- 21.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

- 21.3 Bids which have been withdrawn pursuant to clause 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 21.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.
- 21.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice-versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 21.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 21.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 21.8 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.
- 22.0 OPENING OF PRICED BIDS:**
- 22.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 22.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 22.3 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 there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

**23.0 CONVERSION TO SINGLE CURRENCY:**

While evaluating the bids, the closing rate of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.

**24.0 EVALUATION AND COMPARISON OF BIDS:**

The Company will evaluate and compare the bids as per **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid Document.

**24.1 DISCOUNTS / REBATES:**

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

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

**24.3 LOADING OF FOREIGN EXCHANGE:**

There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic bidders.

**24.4 EXCHANGE RATE RISK:**

Since Indian bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.

**24.5 REPATRIATION OF RUPEE COST:**

In respect of foreign parties rupee payments made on the basis of the accepted rupee component of their bid, would not be repatriable by them. A condition to this effect would be incorporated by the Company in the contract.

**25.0 CONTACTING THE COMPANY:**

25.1 Except as otherwise provided in **Clause 21.0** above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide **sub-clause 21.6**.

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

**D. AWARD OF CONTRACT**

**26.0 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.

**27.0 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.



**28.0 NOTIFICATION OF AWARD:**

- 28.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.
- 28.2 The notification of award will constitute the formation of the Contract.
- 28.3 Upon the successful Bidder's furnishing of Performance Security pursuant to **Clause 29.0** below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to **Clause 11.0** hereinabove.

**29.0 PERFORMANCE SECURITY:**

- 29.1 On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per **Proforma-F** or in any other format acceptable to the Company and must be in the form of a Demand Draft or Bank Guarantee or irrevocable Letter of Credit (LC) from:

- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
- b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.
- c) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India

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

- a) Full address.
- b) Branch Code.
- c) Code Nos. of the authorized signatory with full name and designation.
- d) Phone Nos., Fax Nos., E-mail address.

The domestic bidders will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

The foreign bidder will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

The Performance Security shall be denominated in the currency of the contract.

- 29.2 The Performance Security specified above must be valid for 3(three) months beyond the contract period. 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.

- 29.3 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.
- 29.4 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 29.5 Failure of the successful Bidder to comply with the requirements of **clause 29.0 and/or 30.0** 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.
- 30.0 SIGNING OF CONTRACT:**
- 30.1 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, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 30.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 30.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.
- 31.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**
- If it is found that a bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.
- 32.0 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.
- 33.0 MOBILISATION ADVANCE PAYMENT:**
- 33.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.
- 33.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 33.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

### **34.0 INTEGRITY PACT:**

34.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal 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. **If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.**

34.2 OIL has appointed Shri Rajiv Mathur, IPS(Retd.) as Independent Monitors(IEM) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitor for any matter relating to the IFB at the following addresses:

- a. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India;  
E-mail : [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com)

### **35.0 LOCAL CONDITIONS:**

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

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

### **36.0 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.

**END OF PART - 1**  
**&&&&**

**PART – 2**  
**BID EVALUATION CRITERIA (BEC)**

**1.0 BID EVALUATION CRITERIA (BEC):** The bidder can bid for any one of the two areas or for both the areas combined together based on its capability and experience. Bid evaluation will be done for each area separately. However, the bid for individual area shall conform generally to the full scope of work for each area, specifications and terms & conditions given in this Tender document. Notwithstanding the general conformity of the bid to the stipulated terms, conditions, specifications & scope of works, the requirements detailed in the following paragraphs shall have to be particularly met by the Bidders, without which the bids shall be considered as non-responsive and rejected.

**2.0 VITAL CRITERIA FOR BID ACCEPTANCE:** Bidders are advised not to take any exception/deviation to the Bid Document. Exceptions/Deviations, if any, should be brought out during the **Pre-Bid Conference** as scheduled against this Tender. After processing such suggestions, Company may communicate the changes, if any, through an addendum to the tender document in this regard to the prospective bidders who purchased the tender document. Still, if any exceptions/deviations are maintained in the bid, such conditional/non-conforming bids shall not be considered, but shall be rejected outright

**3.0 EVALUATION CRITERIA:**

**3.1 TECHNICAL EVALUATION CRITERIA:**

**3.1.1** Bids shall be complete and covering the entire scope of work(either for Area1 or Area2 or both) and should conform to the technical specifications indicated in the bid document, duly supported with technical catalogues/literatures, wherever required. Incomplete and non-conforming bids shall be rejected.

**3.1.2 EXPERIENCE OF THE BIDDER:**

a) **The Bidder must have successfully executed at least one or multiple contracts of 2D/3D Seismic Data acquisition of a minimum cumulative volume of 250 LKM of Seismic Data using mechanized shot hole drilling rigs in the hilly/mountainous areas in the last five (5) years preceding the date of publication of this Tender.**

The bidder shall meet above criteria mentioned in 3.1.2 (a) experience of a minimum cumulative volume of 250 LKM of Seismic Data Acquisition using mechanized shot hole drilling rigs in the hilly/mountainous areas in the last five (5) years preceding the date of publication of this Tender, irrespective of submission of bid for Area-1 or Area-2 or Both the areas.

b) **The Bidder must have successfully executed at least one or multiple contracts of 2D/3D Seismic Data Acquisition with minimum cumulative volume of 2000 LKM (Line Kilo Meter) of onshore Seismic Data in the last five (5) years preceding the date of publication of this Tender.**

In case the bidder wants to bid for only one area (Area-1 OR Area-2) requisite experience in such case shall be 1000 LKM (Line Kilo Meter) of onshore Seismic Data in the last five (5) years preceding the date of publication of this Tender.

For example, bidder has quoted for the Area-1 and Area-2 then required cumulative experience is 2000 LKM. If bidder is having cumulative experience say

1800 LKM, then its bid shall be considered for the area of higher volume of work only i.e. Area-2, unless until specified in the bid.

***NOTE: Seismic Data as referred above includes 2D OR equivalent 3D OR equivalent mix of 2D and 3D seismic data. For technical evaluation, 1 (one) SQ. KM (Square Kilometer) of 3D seismic data will be considered equivalent to 2 (two) LKM of 2D seismic data.***

To this effect, as part of their Technical bid, the Bidder shall furnish statement as per **APPENDIX-I**, in a tabular form for the last five (5) years . The Bidder must also submit the following documentary evidences in respect of satisfactory execution of the Contract by them.

- Contract/Agreement copy along with satisfactory completion/performance report clearly mentioning Contract/Agreement No. and volume of job completed Area/Terrain of Area of Operation and usage of Shot Hole Drilling methodology.

**OR**

- Contract/Agreement copy clearly mentioning Area/Terrain of Area of Operation and usage of Shot Hole Drilling methodology along with proof of release of Performance Security after completion of the contract.

**OR**

- Contract/Agreement copy clearly mentioning Area/Terrain of Area of Operation and usage of Mechanical Shot Hole Drilling Rigs along with proof of settlement /release of final payment against the contract.

**OR**

- Any other documentary evidence that can substantiate the satisfactory execution of the contract as mentioned in the above clause.

3.1.2.1 In case the bidder is an Indian Company/Indian Joint Venture Company, the Indian Company/Indian Joint Venture Company or its Technical Collaborator/ Joint Venture Partner must meet the criteria laid down at 3.1.2 above. The following documents must also be submitted along with the Technical Bid in support of their joint venture/collaboration partnership, as the case may be:

- (a) Details of experience and past performance of the bidder and the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), on works/jobs done of similar nature in the past and details of current work in hand and other contractual commitments (if any), indicating areas and name of clients are to be submitted along with the Technical Bid, in support of the experience criteria laid down above.

- (b) Indian Companies/Joint Venture Companies: Indian bidder whose proposal for technical collaboration/joint venture involves foreign equity participation or payment of royalty and/or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval on their application submitted to SIA, prior to the date of price bid opening.

- (c) Bidder participating on the basis of technical collaboration/joint venture, shall submit, along with its technical bid, a Memorandum of Understanding (MOU)/Agreement concluded with its technical collaborator(s)/joint venture partner(s) clearly indicating respective roles and responsibilities under the scope of work. The MOU/Agreement shall be addressed to OIL INDIA LIMITED, clearly indicating that it is applicable to this particular tender and shall remain valid and binding throughout the contract period, including extension if any. Notwithstanding the MOU/Agreement, the bidder shall be fully

liable/responsible to Company for complete execution and quality performance of all the services, if contract is awarded.

3.1.2.2 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 any & all responsibilities and 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 3.1.2 above.
- (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. The MOU/Agreement should be submitted along with the Technical bid.
- (e) Only the Leader of consortium shall submit the bid and sign the contract, if awarded, on behalf of the consortium. The requisite Bid Security and Performance Security must also be submitted in the name of the leader of consortium and on behalf of the consortium.

3.1.2.3 **Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of the Parent/Subsidiary Company:** Offers of those bidders who themselves do not meet experience criteria as stipulated in Para 3.1.2 above can also be considered provided the bidder is a 100% subsidiary company of the parent company which meets the above mentioned experience criteria or the parent company can also be considered on the strength of its 100% subsidiary company. However, the parent/subsidiary company of the bidder should on its own meet the technical experience as aforesaid and should not rely on its sister subsidiary/co-subsidiary company or through any other arrangement like technical collaboration etc. In that case, as the subsidiary company is dependent upon the technical experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder must enclose an agreement, as per format furnished vide **APPENDIX-II**, between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee, as per format furnished vide **APPENDIX-III**, from the parent/subsidiary company to OIL for fulfilling the obligations under the agreement, along with the technical bid.

3.1.2.4 **Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company:** Offers of those bidders who themselves do not meet the technical experience criteria stipulated in 3.1.2 above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:

- (a) Provided that the sister subsidiary/co-subsidiary company and the bidding company are both 100% subsidiaries of an ultimate parent/holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/holding company or through any other 100% subsidiary company within the ultimate parent/holding company. Documentary evidence to this effect to be submitted by the ultimate parent/holding company along with the technical bid.
  - (b) Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience criteria laid down in Para 3.1.2 above and not through any other arrangement like technical collaboration etc.
  - (c) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide **APPENDIX-III**, between them, their ultimate parent/holding company, along with the technical bid.
- 3.1.3 Any party who is extending support by way of entering into consortium/collaboration agreement or MOU with another party shall not be allowed to submit an independent Bid against this tender. Under such situation both the Bids shall be rejected. Further, all Bids from parties with technical collaboration support from the same principal against this tender shall be rejected.
- 3.1.4 **EQUIPMENT & ACCESSORIES:** The minimum equipment, accessories and transport to be deployed by the bidder per crew must meet or exceed the minimum requirements as per **ANNEXURE-I & CHECK LIST-1**. The bidder must furnish the followings details in their Technical Bid:
  - a. An Undertaking to the effect that in the event of award of contract on them, they will deploy the minimum Equipment as per **ANNEXURE-I & CHECK LIST-1**.
  - b. Documentary evidences in support of the Vintage of Equipment which they propose to deploy in the field for the execution of this contract. Bids shall be rejected if the equipment offered do not meet the specified requirements.
  - c. List of core equipment, their type, make, year of manufacture and other relevant documents e.g. Technical brochures, literature etc. along with the technical bid (**as per CHECK LIST-1**).
- 3.1.5 The bidder shall categorically confirm to deploy a minimum of two (2) field crews per area (**as per CHECK LIST-2**) for simultaneously data acquisition throughout the tenure of contract to achieve/complete the Work Program.
- 3.1.6 **KEY PERSONNEL:** The years of experience for the minimum key personnel to be deployed per crew are specified in **ANNEXURE-II**. Bidder must submit the detailed bio data (**as per PROFORMA-H**) of key personnel which shall be proposed to deploy in the field for execution of the contract. All the proposed personnel to be deployed shall be proficient in English. Bid shall be rejected if the key personnel offered do not meet the specified requirements.
- 3.1.7 In case the Bidder intends to deploy expatriates for the assigned work under the contract, then the bidder is required to submit an undertaking along with the Technical bid that they would obtain permission/necessary clearance from appropriate Ministry (ies) of Govt. of India for all expatriates to be engaged for the work.

3.1.8 **MOBILISATION:** The bidder must categorically confirm in the Technical Bid that in the event of award of contract, it will complete mobilization of two field crews and deploy the minimum Equipment as per **ANNEXURE-I & CHECK LIST-1** in respective areas and commence operation within **one hundred & twenty (120)** days from the date of issue of Letter of Award(LOA) by Company. Bidder must provide categorical confirmation of mobilization schedule in the Technical Bid otherwise Bid shall be rejected.

3.1.8.1 **LIMITATION OF MOBILISATION CHARGES:** The Bidder should categorically quote individual area lump sum mobilization charges (together for two (2) field crews in respective area) which should not exceed 10% (Ten Percent) of the evaluated individual area contract value as per Price Bid Format vide PROFORMA-B. Bidder quoting individual area mobilization charges more than 10% (ten percent) of individual area total evaluated contract value shall be straightway rejected. Bidder shall confirm in the technical bid that it has not quoted individual area mobilization charges more than 10% (ten percent) of the evaluated contract value in respective area.

**NOTE: THE BIDDER MUST SUBMIT THE CHECK LIST-3A.**

### **3.2 FINANCIAL EVALUATION CRITERIA:**

3.2.1 Bidder's **average annual financial turnover** during the last three (3) completed accounting years as on the technical bid closing date shall be as mentioned below:

Amount	Area
A minimum of <b>INR 19.27 Crores</b> (or equivalent in foreign currency)	Area-1
A minimum of <b>INR 26.03 Crores</b> (or equivalent in foreign currency)	Area-2
A minimum of <b>INR 45.30 Crores</b> (or equivalent in foreign currency)	Area-1 & Area-2

Bidder must submit 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. In lieu of Annual Reports/Balance Sheet/Profit and Loss Accounts as above, the Bidder may furnish a Chartered Accountants' Certificate as per format prescribed in **APPENDIX-IV**, along with the technical bid.

**The Net Worth of the Bidder must be positive for the accounting year preceding the bid closing date.**

3.2.2 In case the bidder is a newly formed company (i.e. one which has been incorporated in the last 5 years from the date of un-priced bid opening of the tender) who does not meet financial criteria as mentioned in above clause 3.2.1 by itself and submits his bid based on the financial strength of his promoter company, then following documents need to be submitted along with the technical bid:

Turnover of the promoter company shall be as mentioned below: Amount	Area
A minimum of <b>INR 19.27 Crores</b> (or equivalent in foreign currency)	Area-1
A minimum of <b>INR 26.03 Crores</b> (or equivalent in foreign currency)	Area-2



A minimum of <b>INR 45.30 Crores</b> (or equivalent in foreign currency)	Area-1 & Area-2
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- i. **The Net Worth of the promoter company should be positive for the accounting year preceding the bid closing date.**
- ii. Corporate Guarantee on promoter company's letter head signed by an authorized official undertaking that they would financially support the newly formed company for executing the project/job in case the same is awarded to them, and
- iii. The bidder is a newly formed company i.e. one which has been incorporated in the last 5 years from the date of un-priced bid opening of the tender.

3.2.3 In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid:

- i. Average Annual Turnover of last three accounting years of the parent/ultimate parent/holding company shall be as mentioned below :

Amount	Area
A minimum of <b>INR 19.27 Crores</b> (or equivalent in foreign currency)	Area-1
A minimum of <b>INR 26.03 Crores</b> (or equivalent in foreign currency)	Area-2
A minimum of <b>INR 45.30 Crores</b> (or equivalent in foreign currency)	Area-1 & Area-2

- ii. Net worth of the parent/ultimate parent company should be positive for the accounting year preceding the bid closing date.
- iii. Corporate Guarantee on parent/ultimate parent/holding company's letter head signed by an authorized official undertaking that they would financially support their 100% subsidiary company for executing the project/job in case the same is awarded to them, and
- iv. The bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.

3.2.4 If the bid is from a Consortium of companies, then the net worth of all the consortium partners individually should be positive for the accounting year preceding the bid closing date. Further, the partners should individually meet the turnover limit in proportion to the percentage of work to be performed by them respectively in terms of the limit of turnover specified in the tender. For this purpose, the bidder should indicate in the un-priced bid, the percentage of work to be performed by the respective members. However, the financial capability of sub-contractors will not be taken into consideration.

**NOTE: THE BIDDER MUST SUBMIT THE CHECK LIST-3B**

- 3.3 COMMERCIAL EVALUATION CRITERIA:** The following vital commercial criteria should be strictly complied with failing which the bid will be rejected:
- 3.3.1 Bids shall be submitted under single stage two-bid system i.e. Technical Bid and Priced Bid separately. Bids shall be rejected outright if the prices are indicated in the technical bids or if not conforming to this two bid system.
  - 3.3.2 Bidder shall offer firm prices. Costs/Rates quoted by the bidder must remain firm throughout the execution of the Contract and not subject to variation on any account whatsoever.
  - 3.3.3 Bids with shorter validity will be rejected as being non-responsive.
  - 3.3.4 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's office at Duliagan before opening of bids. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security and Validity requirement shall be as specified in the Forwarding Letter of the Bid Document. Bids without proper & valid Bid Security (Including Amount and Validity) will be rejected.
  - 3.3.5 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Bids without the Integrity Pact digitally signed by the bidder shall be rejected straightway.
  - 3.3.6 Physical Bids received from the bidders shall be rejected.
  - 3.3.7 Any Bid received in the form of Telex/Cable/Fax/e-mail will not be accepted.
  - 3.3.8 The bid documents are not transferable. Bids made by bidders who have not been issued the Bid documents from the Company will be rejected.
  - 3.3.9 Bids shall be digitally signed by the bidder or his authorized representative.
  - 3.3.10 Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by bidders, in which case such corrections shall be initialed by the person(s) signing the Bid.
  - 3.3.11 Bidders shall bear, within the quoted rates, the personal tax as applicable in respect of their personnel and Sub-Contractor's personnel, arising out of execution of the contract.
  - 3.3.12 Bidders shall bear, within the quoted rate, the corporate tax as applicable on the income from the contract.
  - 3.3.13 Any Bid containing false statement will be rejected.
  - 3.3.14 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document; otherwise the Bid will be summarily rejected.
  - 3.3.15 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate in India. Bids submitted by Indian Agent/ Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian

Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.

3.3.16 The offers of the bidder indicating/disclosing prices in technical bid (un-priced) or at any stage before opening of price bid against the tender shall be straightway rejected.

3.3.17 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected –

- i) Performance Guarantee Clause
- ii) Force Majeure Clause
- iii) Tax Liabilities Clause
- iv) Arbitration Clause
- v) Acceptance of Jurisdiction and Applicable Law
- vi) Liquidated damage and penalty clause
- vii) Safety & Labor Law
- viii) Termination Clause
- ix) Integrity Pact

**NOTE: THE BIDDER MUST SUBMIT THE CHECK LIST-3C**

**3.4 GENERAL REJECTION CRITERIA:**

- 3.4.1 The Compliance Statement (**PROFORMA-D**) clearly indicating **“NIL Exception/ Deviation”** to Tender clauses should be uploaded along with the Technical bid . **Exceptions/deviations to tender clauses, if envisaged any by the bidders, must be brought out during the Pre-Bid Conference only** for deliberation and perusal of Company, subsequent to which no exception/deviation to tender terms shall be accepted against this Tender.
- 3.4.2 To ascertain the substantial responsiveness of the bid, the Company reserves the right to ask the bidder for clarifications in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the tender requirement in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.4.3 If any of the clauses in the BEC contradict with other clauses of tender document elsewhere, then the clauses in the BEC shall prevail.
- 3.4.4 Bid involving a party whose name is appearing in the prevailing list of banned/ blacklisted vendors of OIL INDIA LIMITED shall be rejected outright.
- 3.4.5 The assigned seismic survey jobs under the contract shall be carried out in the states/areas sharing International Border. Therefore, Bids from such parties shall not be considered for award of contract but rejected outright, for which restriction is imposed by Government of India (GOI) or due clearance is not granted by DGH/GOI. No correspondence whatsoever shall be entertained in this regard.

**NOTE: THE BIDDER MUST SUBMIT THE CHECK LIST-3D**

**4.0 PRICE EVALUATION CRITERIA:**

- 4.1 The bid **as per CHECK LIST-4** conforming to the technical specifications, terms & conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below.

- 4.2 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 shall prevail.
- 4.3 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 4.4 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 for individual area taking into account the rates quoted in the **"PRICE BID FORMAT"** as per **PROFORMA-B**.
- 4.5 **CUSTOMS DUTY:** The services under the contract shall be executed in the area which is not currently eligible for nil/concessional rate of Customs Duty against import of equipment/stores. Therefore, while quoting rates/prices, Bidder must include the Customs Duty on merit as applicable to the Bid.
- 4.6 **SERVICE TAX:** The bidder is to quote the rates/prices inclusive of all statutory liabilities, except the Service Tax. Service Tax as applicable shall be extra to OIL's account. However, the liability of payment of Service Tax in case of Indian Bidder will rest on the Contractor while in case of foreign bidder not having any office in India; it will be Company's liability to pay the applicable amount of Service Tax to the competent authorities.

**NOTE TO BEC:**

1. All supporting documents/information as called for in compliance to various clauses of Bid Evaluation Criteria (BEC) above must be submitted for respective area along with the Technical Bid, failing which the Bid shall be liable for rejection.
2. These supporting documents must be self-certified/digitally signed by Bidder's authorized person. Company also reserves the right to verify the original documents.
3. The assigned seismic survey jobs under the contract shall be carried out in the states/areas sharing International Border. Therefore, Bids from such parties shall not be considered for award of contract but rejected outright, for which restriction is imposed by Government of India (GOI) or due clearance is not granted by DGH/GOI. No correspondence whatsoever shall be entertained in this regard.
4. The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Price Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.

**END OF BEC**

**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) "**The Contract**" means 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) "**The Contract Price**" means the price payable to Contractor under the contract for the 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 of PART-3 in the bidding document.
- (d) "**Services**" means the work specified in Section-II of 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;
- (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) "**Wilful Misconduct**" means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

1.2 **Singular/Plural Words:** Save where the context otherwise requires, words imparting singular number shall include the plural and vice-versa and words imparting neutral gender shall include feminine or masculine gender and vice-versa.

2.0 **EFFECTIVE DATE, MOBILISATION TIME/DE-MOBILIZATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:**

2.1 **EFFECTIVE DATE OF CONTRACT** : The contract shall become effective as of the date Company notifies the Contractor in writing that it has been awarded the contract. This date of issuance of Letter of Award(LOA) by the Company will be the Effective Date of Contract.

2.2 **MOBILISATION TIME**: The mobilization of equipment, personnel and other resources as required for execution of contract for individual area should be completed by the Contractor within **one hundred & twenty (120) days** from the date of issue of Letter of Award (LOA) by Company. Mobilisation shall be deemed to be completed when Contractor's equipment and manpower (minimum two sets of field crews in respective area) are placed at the designated locations in readiness to commence the assigned survey jobs as envisaged under the Contract, after all equipment are fully tested, calibrated & put into operation, necessary Pre-Acquisition experimental work is completed and first regular production shot is accepted by the Company for two sets of field crews in respective area.

Mobilisation time includes the initial Pre-acquisition experimental work [defined in Scope of work (Clause 11.0, Part 3, Section-II)] upto a maximum of three (3) days per crew for individual area. However, payment will be made for the actual time spent on this pre-acquisition experimental work as per rate quoted against "Cost for Experimental Recording per day/per crew" in addition to the Lump sum "Mobilization Charges" for individual area.

In case, the last date of scheduled mobilisation of 120 days falls within the non-operating period (June-October) or in case of early advent of monsoon, Company reserves the right to extend the mobilisation date upto the end of monsoon break.

2.3 **DATE OF COMMENCEMENT OF CONTRACT**: The date on which the first regular production shot is accepted by Company under the contract for individual area shall 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 (i.e., the date on which the first regular Production Shot is accepted by Company under the contract), shall be for a period of Fourteen (14) Operating Months for Area-1 & Twenty One (21) Operating Months for Area-2. However, early Mobilisation and early completion of the Project shall be appreciated.

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) for individual area/both areas 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 the successful and timely completion of the work.

3.4 Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of 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 within the warranty period 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 access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.3 Perform all other obligations required of Company by the terms of this contract.

- 5.0 **PERSONNEL TO BE DEPLOYED BY CONTRACTOR**

- 5.1 Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.
- 5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, contractor, entirely at its own expense, shall remove immediately any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the company.
- 5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliagan/ field site, enroute/ local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard. However, Company shall provide available medical assistance/facilities to Contractor's Personnel in case of emergency at its own establishment on chargeable basis.
- 5.4 Contractor's key personnel shall be fluent in English language (both writing and speaking).

- 6.0 **WARRANTY AND REMEDY OF DEFECTS**

- 6.1 Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/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 but before camp shifting/demobilisation from the current area of operation, that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a

reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor subject to a maximum of the contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

**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 with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information:

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

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.

7.4 During this Contract, Company and its employees, agents, other contractors, sub-contractors (of any tier) and their employees etc may be exposed to certain Confidential information and data of the Contractor. Such information and data shall held by the Company, its employees, agents, other contractors, sub-contractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

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

- i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company ;
- ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;
- iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;
- iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;
- v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company;



8.0 **TAXES:**

- 8.1 Except as otherwise provided elsewhere in the contract, Tax levied on Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.
- 8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.
- 8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. 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 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.
- 8.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.
- 8.7 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.
- 8.8 Service Tax: The price excludes Services Tax and the service tax as applicable shall be to the Company account. The Service tax amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the Service Tax Act.
- 8.9 Customs Duty: The Services to be executed under the Contract pertains to non-eligible areas and hence concessional/nil rate of customs duty shall not be applicable for import of goods & services against the contract. Therefore, Contractor must quote rates inclusive of Customs Duty as applicable on merit. Clearance through Indian Customs and payment of duties and other levies shall be solely on Contractor's account.

9.0 **INSURANCE:**

- 9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment(except when tools/equipment are below Rotary Table or in the well bore) belonging to the Contractor or its subcontractor (if applicable) during the currency of the contract including the third party items/consumables. For materials/equipment belong to the Contractor or its sub-contractor, Contractor may self-insure the same.

- 9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others except when tools/equipment are below Rotary Table or in the well bore:
- 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 or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.
  - d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except when tools / equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/ equipment.
  - 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, if applicable.
- 9.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 9.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 9.5 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.
- 9.6 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.
- 9.7 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.
- 9.8 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.
- 10.0 **CHANGES:**
- 10.1 During the performance of the work, Company may make minor change to take care of any supplementary 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 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 for the period during which such cause lasts. 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) acts of government of the two parties, which makes performance impossible or impracticable 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 72(Seventy Hours) 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 Day Rate" shall apply for the first thirty (30) days. Either party shall have the right to terminate the contract with prior written notice if such force majeure condition continues beyond successive thirty (30) days **individually in both the areas having two crews each**. Should neither party decide to terminate the contract even under such condition, no payment would apply after expiry of thirty (30) 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.

11.4 In case, force majeure situation occurs for only one crew in respective area and the same is notified within seventy two (72) hours after its occurrence as above, the duration of contract shall be extended for the entire period of force majeure and shall not be pro-rated. But, neither party can terminate the contract under such situation, even if the situation prevails for more than consecutive 30 days

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 the extension period, if exercised by Company under the provision of the Contract.

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 or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.
- 12.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.
- 12.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and /or obligations under 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 including the De-mob cost, if any.
- 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 up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.
- 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.
- 13.0 **SETTLEMENT OF DISPUTES AND ARBITRATION:**
- 13.1 **Arbitration(Applicable for Suppliers/Contractors other than PSU) :**  
Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
2. The number of arbitrators and the appointing authority will be as under:

<b>Claim amount (excluding claim for interest and counter claim, if any)</b>	<b>Number of Arbitrator</b>	<b>Appointing Authority</b>
Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same ; otherwise, he shall proceed de novo.
6. Parties agree that neither shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall make and publish the award within time stipulated as under:

<b>Amount of Claims and counter claims(excluding interest)</b>	<b>Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)</b>
Upto Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 13.1 & 13.2 will be Duliajan, Assam. 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:

**Company**

a) **For contractual matters**

DGM (Contracts)  
OIL INDIA LIMITED  
PO DULIAJAN - 786602  
ASSAM, INDIA  
Fax No. 91-374-2803549  
Email: contracts@oilindia.in

b) **For technical matters**

GGM(Geophysics)  
OIL INDIA LIMITED  
PO Duliajan - 786602,  
Assam, India  
Fax No. 91-374-2807454  
Email: skbasha@oilindia.in

c) **Contractor**

\_\_\_\_\_  
\_\_\_\_\_  
Fax No. :

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

15.0 **SUBCONTRACTING/ASSIGNMENT:**

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

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

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 cannot 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 the Contract. In the event of default on the part of successful Bidder in timely mobilizing its resources (two field crews for individual area) at site to commence the work after necessary experimental works within the stipulated period of one hundred & twenty (120) days from the date of issue of LOA, the Bidder shall be liable to pay liquidated damages (LD). The rate of LD as applicable in this case shall be @ 0.5 % (half percent) of the total evaluated contract value in individual area for the 1st year including mobilisation charges for that particular area, 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 one hundred & twenty (120) days from the date of issue of LOA by Company.

For the purpose of LD, the 1st year (1st year is considered as duration of seven operating months from date of commencement of contract) contract value in individual area shall be determined as under:

$$\left[ \frac{(TCV-MOB)}{TCD} \times 7 \right] + MOB$$

Where;

TCV: Total Evaluated Contract Value as per Price Bid in individual area.

MOB: Total Lump sum Mobilisation Charges in individual area.

TCD: Total Contract Duration in each individual areas are as mentioned below:

**Area-1: Fourteen (14) Operating Months,  
Area-2: Twenty One (21) Operating Months.**

Above is considering seven (7) Operating Months per year.

- 18.2 The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.
- 18.3 **Penalty for Default in timely completion:** In the event of default on the part of the Bidder to complete 2D Seismic Data Acquisition of 870 LKM within Fourteen (14) Operating Months for Area-1 & 1763 LKM within Twenty One (21) Operating Months for Area-2 from the Commencement Date of the contract (i.e., from the date on which the first regular production shot is accepted by Company under the contract) respectively, the Bidder must complete the remaining/unfinished volume of work within shortest possible extra time with a penalty of 10% (ten percent) per LKM Rate in respective area. The penalty will be levied only on the unfinished volume of work which the Bidder could not complete within the agreed time frame of Fourteen (14) Operating Months for Area-1 & Twenty One (21) Operating Months for Area-2. **However, No payments towards the Stand-by day rate and/or Force Majeure day rate shall be payable during this extended period of work.**
- 18.4 In case the time delay in mobilisation is made up by completing the job execution early by the Contractor, no liquidated damages shall be deducted. Similarly, if the mobilisation is completed before scheduled period of mobilisation but completion of job execution is delayed, LD shall be applicable only for the period exceeding the total



period allowed for mobilisation and job completion put together. Further, in case both Mobilisation and job completion are delayed, Liquidated Damages shall be applicable for both.

- 18.5 Liquidated Damages, if become payable as above, shall be recovered by Company from the final bill/invoice of Contractor under the contract and not from the running bill(s). However, if the amount in final bill is found to be not adequate, Company will recover the liquidated damages from the previous bill(s)/invoices.
- 18.6 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure by the successful bidder to submit PBG or commence/complete the assigned jobs under the contract within the stipulated period and also take other actions as may be considered appropriate
- 17.2 **LIQUIDATED DAMAGES FOR DELAY IN SUBMISSION OF FINAL REPORT:** In case there is delay in submission of the Final report as per the schedule of Completion (as per Sub-Clause 2.4 of Section-I) due to the reasons attributable to the Contractor, the Contractor shall be liable to pay liquidated damages at the rate of 0.5% of the estimated total contract value per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled report submission period till the actual submission of the report as defined in Clause 2.4 of Section-I.
- 17.2.1 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to Complete the work within the stipulated period. In the event of non-completion of the jobs as per the provisions of this contract, the company reserves the right to claim back the amount already paid to the contractor. Any part/phase completion, barring the final phase, will be regarded as non-completion of the contract and loss of time & cost to the company.
- 17.3 However, the maximum amount of Liquidated Damages for both delay in Mobilisation and delay in submission of final report combined shall not exceed 7.5% of total contract value
- 17.4 The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.
- 18.0 **PERFORMANCE SECURITY:**
- 18.1 The Bidder shall furnish a performance security (Bank Guarantee/Bond/ Letter of Credit/Demand/Draft) equivalent to 10% (ten percent) of one (1) year contract value of individual area to Company. The performance security shall be kept valid for three (3) months beyond the duration of the contract and shall be payable to Company as compensation for any loss resulting from Bidder's failure to fulfill 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 Bidder. The bank guarantee will be discharged by Company not later than 30 days following its expiry.
- 18.2 In the event, Bidder fails to honor any of the commitments entered into under the contract or in the event of termination of the contract under provisions of Integrity Pact and/or in respect of any amount due from the Bidder to Company, the Company shall have unconditional option under the guarantee to invoke the performance

security of individual area and claim the amount from Bank. The bank shall be obliged to pay the amount to the Company on demand

- 19.0 **PERFORMANCE**: The Bidder shall undertake to perform all services under the contract with reasonable skill and due diligence & care in accordance with sound industry practice to the satisfaction of Company and accept full responsibility for the satisfactory quality and timely completion of such services. Any defect, deficiencies and ambiguity noticed in the Bidder's services shall be promptly remedied by the Bidder, without any extra cost to Company, within a maximum of fifteen (15) days from the date of notice issued by Company advising to improve performance, failing which the contract may be terminated.
- 20.0 **LABOUR**: The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970.
- 21.0 **LIABILITY**:
- 21.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 21.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.
- 21.3 The Contractor hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.
- 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 limited to the Contractor's liabilities agreed to under this Contract.
- 21.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility

whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting there from.

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

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

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

22.0 **INDEMNITY AGREEMENT:**

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

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

23.0 **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.

- 24.0 **SET-OFF**: Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with OIL (or such other person or persons contracting through OIL).
- 25.0 **WITHHOLDING**: Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of :-
- a) For non-completion of jobs assigned as per Section-II.
  - b) Contractor's indebtedness arising out of execution of this Contract.
  - c) Defective work not remedied by Contractor.
  - d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
  - e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
  - f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
  - g) Damage to another Contractor of Company.
  - h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
  - i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, withhold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

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

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

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

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

26.0 **APPLICABLE LAW**:

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

- 26.2 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 1952- 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 and Miscellaneous Provisions Act, 1952
  - k) The AGST Act, WB & Bihar Tax Act
  - l) Service Tax Act
  - m) Customs & Excise Act & Rules
  - n) Assam, West Bengal and Bihar Entry Tax Act
- 27.0 **RECORDS, REPORTS AND INSPECTION**: The Contractor shall, at all times, permit the Company and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements, tests, calibrations made and logs/statements/reports/returns recorded in connection with the assigned work including consumption of explosive & detonators. The Contractor shall not, without Company's written consent, allow any third person(s) to access the said work/data/information during or after the job execution. The Contractor shall provide written reports on progress of work from time to time as per provisions of contract.
- 28.0 **SUBSEQUENTLY ENACTED LAWS**: Subsequent to the date of bid closing, if there is a change in or enactment of any law or change in application or enforcement or interpretation of existing law by any governmental authority or public body, which results in addition/ reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company/Contractor shall reimburse the Contractor/pay Company for such additional/reduced costs actually incurred/saved by Contractor, subject to the submission of documentary evidence by Contractor/Company.
- 29.0 **ROYALTY AND PATENTS**: Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.
- 30.0 **WAIVER**: Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.
- 31.0 **LIMITATION OF LIABILITY**: Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and / or criminal acts,

- (a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.
- (b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

32.0 **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.

33.0 **PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT:**

33.1 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 the contract. All payments will be made in accordance with the terms hereinafter described.

33.2 No advance payment shall be made by the Company against the contract. All payments due by Company to Contractor hereunder shall be made with Reserve Bank of India (RBI)'s approval (if applicable) to Contractor's designated bank through electronic transactions against submission of invoice (s) only. Bank charges, if any, will be on account of the Contractor.

33.3 Contractor shall submit six (6) sets of all invoices in original to Company for processing of payment. Invoices for the charges payable under the Contract shall be submitted by Contractor separately for foreign currency and Indian currency.

33.4 The Contractor shall furnish the following documents along with **first invoice** under the contract:

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

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

- (a) Tax Invoice with proof of payment of Service Tax to appropriate authorities for the previous invoice (if applicable).
  - (b) Details of statutory payments like EPF, ESI etc. (if applicable).
  - (c) Undertaking by Contractor regarding compliance of all statutes.
  - (d) Certificate by Contractor stating that the labours have been paid not less than minimum wages as applicable.
- 33.6 Contractor shall raise invoice for one time lump-sum mobilization charges when individual area field crews are ready at their respective sites, the first regular production shots are taken, the same are accepted by Company and completion of mobilisation is duly certified by Company's representatives in individual area field crews for continuation of job execution under the contract.
- 33.7 The Contractor shall raise monthly invoices for the following:
- (a) Data acquired against seismic profiles which are completed in all aspects (i.e. including all necessary topographic survey data, observer report etc.) and that has been handed over to the Company at Duliajan during the month. If a seismic profile is not completed in a single calendar month, in such case, LKM equivalent to Number of good/acceptable shots taken in the completed part of the seismic profile will be considered for payment provided all the data along with ancillary information are handed over to Company.
  - (b) Processed & Interpreted LVL Survey data submitted during the month.
  - (c) Processed & Interpreted Up-Hole Survey data submitted during the month.
  - (d) Reference points fixed using DGPS during the month and submitted along with the processed data & report.
  - (e) Cost of the Explosive & Detonators actually consumed during the month.
- 33.8 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company, excepting for the first two (2) monthly invoices where some delay (upto 45 days) may occur.
- 33.9 The Contractor shall raise invoice for payment of one time lump-sum Demobilization Charges of individual area, as applicable, upon clearance of all their resources from site and making the site free from all debris/encumbrances. The following documents must also be submitted along with the invoice for individual area demobilization charges.
- (a) Undertaking towards settlement of compensation for damage/loss to crop & property etc. in line with clause No. 16.0 in Section-III, PART-3.
  - (b) Proof of completion of re-export formalities, if any, and any other documents as may be called for by Company in terms of Indian Laws.
- 33.10 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.
- 33.11 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 33.10 above.

- 33.12 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.
- 33.13 Contractor shall maintain complete and correct records of all information on which Bidder'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.
- 33.14 **RATE OF PAYMENT:** Company shall make the payments to the Bidder as per the quoted individual area-wise rates as referred to in **Schedule of rates** in Section-IV of PART-3.
- 34.0 **ENTIRE AGREEMENT:** The Contractor shall constitute the entire agreement between the Company and itself with respect to the subject matter and will supersede all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of the agreement.
- 35.0 **SEVERABILITY:** Should any provision of the agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.
- 36.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws its bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2 (two) years from the date of withdrawal of bid.
- 37.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** If it is found at any time that, a Bidder/Contractor has/had furnished fraudulent documents/ information, the Bid Security/Performance Security shall be forfeited and the Bidder/Contractor shall be debarred for a period of three (3) years from the date of detection of such fraudulent act, besides legal action.
- 38.0 Oil India Limited reserves the right to cancel this tender and annul the entire tendering process at any time before award of contract without incurring any liability and assigning any reason whatsoever.

**END OF SECTION - I**



**PART- 3**  
**SECTION-II**

**SCOPE OF WORK/GEOLOGY OF THE AREA/OBJECTIVE OF THE**  
**SURVEY/LOCATION & LOGISTICS OF THE AREA/TERMS OF**  
**REFERENCE/TECHNICAL SPECIFICATIONS**

**1.0 INTRODUCTION / PREAMBLE:**

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

Bidders are advised to have a thorough reconnaissance of the area, if required, to know the terrain and get themselves fully acquainted with details of surface topographic features, fair weather slot, weather conditions, working culture in the area, socio-political environment, security aspects and law of the land, prior to submitting their bids. This will also help them to judiciously select proper inputs for successful execution of the project. However, all such related expenses shall be to bidder's account.

**AREA-1: COVERING PARTS OF ARUNACHAL PRADESH & ASSAM (NORTH**  
**BANK & SOUTH BANK OF BRAHMAPUTRA RIVER)**

**2.0 SCOPE OF WORK:**

- 2.1 Oil India Limited (OIL), a Govt. of India Enterprise, presently engaged in exploration, drilling, production and transportation of hydrocarbons, **proposes to acquire approximately 870 LKM of regional wide spaced 2D Seismic Data in the un-appraised areas of Assam-Arakan Sedimentary Basin, North-East India covering parts of Arunachal Pradesh & Assam (North Bank & South Bank of Brahmaputra River)** by hiring the services of an internationally reputed and competent Contractor/Service Provider having requisite infrastructure and relevant experience in different parts of the world carrying out 2D Seismic Data Acquisition. The area of operations falls mainly in Arunachal Pradesh (covering North Bank & South Bank of Brahmaputra River) & partly in Assam. Most of the seismic lines are lying within Arunachal Pradesh and only few of them are extending to Assam passing across the state boundary of Assam & Arunachal Pradesh. The main part of the operational area in Arunachal Pradesh (both in North Bank & South Bank of Brahmaputra River) is predominantly covered by rocky/hilly terrain with steep slopes & cliffs and thick tropical forests/ river channels. The very small part of the operational area in Assam is relatively flat terrain with majority covered by villages/paddy fields. The area of operations consists:

- ✓ Hilly/Foothills Region with undulating topography/rapid elevation variation,
- ✓ Rocky terrain with steep slopes and cliffs,
- ✓ Logistically Difficult Areas having near surface pebbles,
- ✓ Boulder bed areas,
- ✓ Alluvium covered Foreland part,
- ✓ Close to river catchment areas,
- ✓ Areas with moderate to high vegetation/ thick tropical forest cover and inaccessibility in few parts.

The successful bidder shall deploy two (2) seismic crews, mobilize requisite technical resources along with experienced manpower & adopt terrain specific appropriate technology to meet the objective of the survey and complete the work strictly within the agreed time frame as stipulated in the contract. The Contractor shall ensure that seismic data acquisition work starts simultaneously by all the seismic crews planned to be deployed in the area of operations to meet the targets/time line of the Project. The Contractor shall use explosives, terrain specific shot hole drilling technology/methodology/rigs and project specific requisite technical resources along with experienced manpower to meet desired data quality in order to meet project objective.

2.2 Company expects the Contractor to meet the following requirements:

- (a) Acquisition of about 870 LKM of 2D seismic data from above area within the scheduled timeframe.
- (b) Meeting data quality as per international standards,
- (c) Deployment of 24-bit state of the art **Cable Less** Seismic Data Acquisition system **with real time QC Monitoring of recorded data with compatible sensors (nodes with external geophones/hydrophones)**. OIL will QC the acquired Shot gathers on daily basis post completion of each day recording operation.
- (d) Contractor's global & sufficient experience of working using its own infrastructure & expertise,
- (e) Contractor's financial strength,
- (f) Maintaining highest HSE as per International Standards in field operations, (Contractor shall submit their HSE policy along with the Technical Bid)
- (g) Environmental issues,
- (h) Time Frame,
- (i) Turn Key Contract,
- (j) The volume may vary up to **±25 %** of the proposed work quantum in same or similar areas,
- (k) Contractor shall **submit a detailed project execution plan** incorporating resource/skill involvement proposed to be used along with the technical bid. The schedule of activities showing the time frame for completion of the project has to be submitted in the form of a **Bar Chart**.

2.3 Company shall check the quality, monitor the progress and accept the data as per the set standards. The main objective of the survey is to acquire high quality regional seismic data for appraisal of these Un-appraised areas.

2.4 **Under this agreement, the Contractor is required to acquire about 870 LKM of high quality 2D seismic data in the area by deploying the latest state-of-art 24-bit Cable Less Seismic Data Acquisition system with real time QC Monitoring of recorded data with compatible sensors (nodes with external geophones/hydrophones), energy sources (Dynamite with suitable detonators etc.). In view of expected surface, near surface and subsurface complexity and presence of surface / near surface pebbles/boulder beds, the undulating terrain with rapid variation of elevations and remoteness/inaccessibility which may require terrain specific shot hole drilling technology/methodology/rigs as deemed fit by the bidder for shot hole drilling having capabilities to drill to the depth specified in Shot hole Drilling Matrix (APPENDIX-VI).**

2.5 Contractor shall be required to provide accurate model-validated source and receiver statics information, along each profile and regional map for entire area by carrying out regular Uphole/LVL surveys at spacing mentioned in Para 8.2.8 below.

- 2.6 Company reserves the option to **increase/decrease** the quantum of work up to a maximum of **±25%** 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, should not be higher than the original Contract rates, but on same terms & conditions and proportionate time **extension/reduction** thereof.
- 2.7 **The Contractor shall acquire a total of 870 LKM of 2D seismic data within the agreed time frame as stipulated in the contract. Two (2) seismic crews must be deployed in the area of operations at all times under this contract.**

**(Note: The bidder must submit the CHECK LIST-5A)**

### **3.0 GEOLOGY OF THE AREA:**

- 3.1 The Assam – Arakan sedimentary Basin is a shelf-slope-basinal system. The shelf part of the basin spreads over the Brahmaputra valley and the Dhansiri valley, the latter lying between the Mikir hills and the Naga foothills, from the Digboi, the shelf-to-basinal slope, i.e., the hinge zone lies below the Naga Schuppen belt. The basinal (Geo-synclinal) part is occupied by the Cachar, Tripura, Mizoram and Manipur fold belts.
- 3.2 The shelf part rests on Pre-Cambrian granitic basement, whereas the basinal part lies on transitional to Oceanic crust. The area within the Upper Assam shelf, having high petroleum potential, measures approximately 56000 Sq.Km. and contains about 7000m thick sediments of mostly Tertiary period and the area in the basinal part with moderate to high hydrocarbon potential measures about 60,000 Sq.Km and contains more than 10,000m thick sediments of mostly Tertiary period.
- 3.3 Oil & Gas, discovered in Upper Assam, has been found in the Barail Group of Upper Eocene to Lower Oligocene age and the Tipam Group of Upper Miocene age. During the last decade, oil and gas accumulations have been discovered within the Langpar and Lakadong formations of Paleocene to Lower Eocene age in several structures. Oil is also been found in fractured granitic basement rock of Precambrian age. The oilfields, discovered so far, are situated mainly in the areas south and southeast of the Brahmaputra River and a few in the thrust belts, associated with Naga-Patkai hills. However, the area to the north of the Brahmaputra River up to the Eastern Himalayan foothills has remained poorly explored. In the Naga Schuppen zone, apart from the Digboi oil field, two more major oil fields, namely, the Kharsang field, having oil accumulations in Upper Miocene to Pliocene reservoirs and the Champang field, having oil accumulations in fractured granitic basement rock of Precambrian age, have been discovered.

### **4.0 OBJECTIVE OF THE SURVEY:**

The objective of the proposed 2D Seismic Survey **in the un-apprised areas of Assam-Arakan Sedimentary Basin of North-East India covering parts of Assam & Arunachal Pradesh (North Bank & South Bank of Brahmaputra River)** is:

- To identify Strati-structural prospects in the area.
- Imaging of Tertiary Sediments & fractured basement prospects.

### **4.0 LOCATION & LOGISTICS OF THE BLOCK:**

- 4.1 A map showing the location of the survey area is enclosed as **ANNEXURE-III A**.
- 4.2 Details of line coordinates are given in **ANNEXURE-IV A**.

### 5.2.1 Topography:

- (a) Predominantly, the area of operation is located mainly in the state of Arunachal Pradesh covering areas lying in North Bank & South Bank of the river Brahmaputra and a small part within state of Assam. The parts of the operational area falling within state boundary of Assam are covered by Sonitpur, Lakhimpur and Dhemaji & Tinsukia districts. The parts of the operational area falling within state boundary of Arunachal Pradesh are covered by Lower Subansiri, West Siang, East Siang, Lower Dibang Valley districts in North bank of Brahmaputra River and Tirap and Chaglang districts in South Bank of the river Brahmaputra.
- (b) Most of the seismic lines are within state boundary of Arunachal Pradesh and only a few lines are extending to Assam passing across the state boundary of Assam & Arunachal Pradesh.
- (c) The smaller part of the operational area falling within Assam is relatively flat terrain with majority covered by villages/paddy fields.
- (d) The main part of the operational area falling within Arunachal Pradesh (both in North Bank & South Bank of Brahmaputra River) is predominantly covered by rocky/hilly terrain with steep slopes & cliffs and thick tropical forests/ river channels.
- (e) The areas in and around thick tropical forests hosts a variety of vegetation with thick undergrowth.
- (f) The forest-covered areas are unapproachable by motorable roads throughout the year. Proposed seismic lines may traverse through these thick forests, marshy lands, uneven/rugged topography, frequent water logged and surface/near surface pebbles and boulder bed covered areas.
- (g) Surface elevations in the areas of operation are in the range of 130mts - 2200 mts as the profiles run across starting from foreland part to foothills part with undulating topography.
- (h) The operational area shares the international boundary with Myanmar in the South Bank of Brahmaputra River.

### 5.2.2 Communication:

- (a) Guwahati, Dibrugarh, Lilabari and Jorhat airports are the nearest airports in the vicinity to the area. Helicopter services to Pasighat/Along in Arunachal Pradesh are also available from Guwahati & Dibrugarh
- (b) The area is well connected by NH-37 to Assam. NH-52 connects both North & South Bank of Brahmaputra River within State of Arunachal Pradesh with a provision of Ferry Service for crossing of River Brahmaputra in between. NH - 229 is running from Pasighat to along and is connected with NH- 52 for connectivity with Itanagar.
- (c) Provisions of Ferry Service for crossing of River Brahmaputra are available connecting South Bank areas of Dibrugarh, Sibsagar and Jorhat to North Bank areas of Siemen Chapori, Dhakuakhana and Majuli respectively.

- (d) There is a road bridge available over river Brahmaputra between Jaklabandha in South Bank and Tezpur in North Bank.
- (e) Area has railway connectivity through Guwahati-Dibrugarh line in South Bank of River Brahmaputra but limited railway connectivity is there in the North Bank areas especially in the state of Arunachal Pradesh.

5.2.3 **Climate:** North-East India has a predominantly humid sub-tropical climate with hot, humid summers, severe monsoons and mild winters. The area experiences moderate to heavy rainfall in the period from June to October of a calendar year (Monsoon period) restricting the effective operation window, particularly for seismic survey.

## **AREA-2: COVERING PARTS OF MIZORAM & TRIPURA**

### **2.0 SCOPE OF WORK:**

2.1 Oil India Limited (OIL), a Govt. of India Enterprise, presently engaged in exploration, drilling, production and transportation of hydrocarbons, **proposes to acquire approximately 1763 LKM of regional wide spaced 2D Seismic Data in the un-appraised areas of Assam-Arakan Sedimentary Basin, North-East India covering parts of Mizoram & Tripura** by hiring the services of an internationally reputed and competent Contractor/Service Provider having requisite infrastructure and relevant experience in different parts of the world carrying out 2D Seismic Data Acquisition. The area of operations falls in states of Mizoram & Tripura. Most of the seismic lines are within state of Mizoram and only few profiles are extending to Tripura passing across the state boundary of Mizoram & Tripura. The operational area in Mizoram & Tripura is predominantly covered by rocky/hilly terrain with steep slopes & cliffs (series of hills and valleys with rapidly varying elevation profile) and thick tropical forests/ river channels. The area of operations consists:

- ✓ Hilly/Foothills Region with undulating topography/rapid elevation variation,
- ✓ Rocky terrain with steep slopes and cliffs,
- ✓ Logistically Difficult Areas having near surface pebbles,
- ✓ Boulder bed areas,
- ✓ Valley part
- ✓ Close to river catchment areas,
- ✓ Areas with moderate to high vegetation/ thick tropical forest cover and inaccessibility in few parts.

The successful bidder shall deploy two (2) seismic crews, mobilize requisite technical resources along with experienced manpower & adopt terrain specific appropriate technology to meet the objective of the survey and complete the work strictly within the agreed time frame as stipulated in the contract. The Contractor shall ensure that seismic data acquisition work starts simultaneously by all the seismic crews planned to be deployed in the area of operations to meet the targets/time line of the Project. The Contractor shall use explosives, fit for purpose terrain specific shot hole drilling technology/methodology/rigs and project specific requisite technical resources along with experienced manpower to meet desired data quality in order to meet project objective.

2.2 Company expects the Contractor to meet the following requirements:

- (a) Acquisition of about 1763LKM of 2D seismic data from above area within the scheduled timeframe.

- (b) Meeting data quality as per international standards,
- (c) Deployment of 24-bit state of the art **Cable Less Seismic Data Acquisition system with real time QC Monitoring of recorded data with compatible sensors (nodes with external geophones/hydrophones)**. OIL will QC the acquired Shot gathers on daily basis post completion of each day recording operation.
- (d) Contractor's global & sufficient experience of working using its own infrastructure & expertise,
- (e) Contractor's financial strength,
- (f) Maintaining highest HSE as per International Standards in field operations, (Contractor shall submit their HSE policy along with the Technical Bid)
- (g) Environmental issues,
- (h) Time Frame,
- (i) Turn Key Contract,
- (j) The volume may vary up to **±25 %** of the proposed work quantum in same or similar areas,
- (k) Contractor shall **submit a detailed project execution plan** incorporating resource/skill involvement proposed to be used along with the technical bid. The schedule of activities showing the time frame for completion of the project has to be submitted in the form of a **Bar Chart**.

- 2.3 Company shall check the quality, monitor the progress and accept the data as per the set standards. The main objective of the survey is to acquire high quality regional seismic data for appraisal of these Un-appraised areas.
- 2.4 **Under this agreement, the Contractor is required to acquire about 1763 LKM of high quality 2D seismic data in the area by deploying the latest state-of-art 24-bit Cable Less Seismic Data Acquisition system with real time QC Monitoring of recorded data with compatible sensors (nodes with external geophones/hydrophones), energy sources (Dynamite with suitable detonators etc.). In view of expected surface, near surface and subsurface complexity and presence of surface / near surface pebbles/boulder beds, the undulating terrain with rapid variation of elevations and remoteness/inaccessibility which may require terrain specific shot hole drilling technology/ methodology/ rigs as deemed fit by the bidder for shot hole drilling having capabilities to drill to the depth specified in Shot hole Drilling Matrix (APPENDIX-VI).**
- 2.5 Contractor shall be required to provide accurate model-validated source and receiver statics information, along each profile and regional map for entire area by carrying out regular Uphole/LVL surveys at spacing mentioned in Para 8.2.8 below.
- 2.6 Company reserves the option to **increase / decrease** the quantum of work up to a maximum of **±25%** 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, should not be higher than the original Contract rates, but on same terms & conditions and proportionate time **extension/reduction** thereof.
- 2.7 The Contractor shall acquire a total of 1763 LKM of 2D seismic data within the agreed time frame as stipulated in the contract. Two (2) seismic crews must be deployed in the area of operations at all times under this contract.

**(Note: The bidder must submit the CHECK LIST-5A)**

### **3.0 GEOLOGY OF THE AREA:**

- 3.1 **The Assam – Arakan sedimentary Basin is a shelf-slope-basinal system. The shelf part of the basin spreads over the Brahmaputra valley and the Dhansiri valley,**

the latter lying between the Mikir hills and the Naga foothills, from the Digboi, the shelf-to-basinal slope, i.e., the hinge zone lies below the Naga Schuppen belt. **The basinal (Geo-synclinal) part is occupied by the Cachar, Tripura, Mizoram and Manipur fold belts.** The Assam-Arakan fold belt extends southward to the Cachar-Mizo fold zone. West of this zone, lies the frontal belt of Tripura with mostly closed folds which gradually become tighter towards east in Mizoram.

- 3.2 Cachar- Tripura- Mizoram fold belt constitutes a distinct part of Assam-Arakan tectonic system. Myanmar's Shan Plateau and the Ophiolite complex extend to the east of it. The Bangladesh flood plains are to the west. The Naga Schuppen belt of Assam forms the northern extreme and Chittagong hill track (Bangladesh) lies to the south of it.
- 3.3 The area of operation is a part of Tripura–Cachar–Mizoram fold belt of Assam-Arakan Basin. The Mizoram fold belt is composed of tight linear folds with their axes almost in north-south direction. The intensity of folding increases from west to east where the rocks of Indian plate sub-ducted below the Burmese plate. The anticlines are long, narrow and tight, whereas the synclines are broad and gentle. As per the geological section of the area of operation, the area has Tipam formation exposed in the central part and Bokabil formation is exposed in the eastern and western part. The Bhuban formation is divided in three formations as Lower, Middle and Upper Bhuban formations. Lower Bhuban formation is mainly alternations of sandstones and shale. The Middle Bhuban consists of mainly shale with subordinate sandstones. The Upper Bhuban consists of alternations of sandstones and shales

#### **4.0 OBJECTIVE OF THE SURVEY:**

The objective of the proposed 2D Seismic Survey **in the un-apprised areas of Assam-Arakan Sedimentary Basin of North-East India covering parts of Mizoram & Tripura is:**

- To identify Strati-structural hydrocarbon prospects in this thrust-fold area.
- Imaging of Tertiary Sediments & fractured basement prospects.

#### **5.0 LOCATION & LOGISTICS OF THE BLOCK:**

- 5.1 A map showing the location of the survey area is enclosed as **ANNEXURE-III B.**
- 5.2 Details of line coordinates are given in **ANNEXURE-IV B.**

##### **5.2.1 Topography:**

- (a) Predominantly, the area of operation is located in the states of Mizoram & Tripura. The parts of the operational area falling within state boundary of Mizoram are covered by Mamit, Kolasib, Aizawl, Champhai, Serchhip, Lunglei, Lawngtlai, Saiha districts. The parts of the operational area falling within state boundary of Tripura are covered by Dhalai, North Tripura and South Tripura districts.
- (b) The region, in general, exhibits first - order topography of folded Miocene Strata. The compact and relatively - older rocks constitute these ridges and the younger strata make up the valleys.
- (c) Geomorphology of Manipur-Mizoram-Tripura region is typified by a succession of sub-parallel hill ranges and long valleys. The hill ranges reach a maximum height of around 1800m in Mizoram with most of these between

900-1200m. Thus, the general elevation increases towards east up to the Myanmar border.

- (d) Major river systems follow the north-south longitudinal valleys. The important rivers, Barak and Langai, flowing through Cachar originate in the hills of Manipur. Other rivers are Rukni, Dhaleshwari and Singla. Regional drainage, in general, is oriented in a north – south direction. The important rivers of Mizoram are Talwng, Tiau, Chhimtuipui, Larnaphuli etc.
- (e) The operational area is predominantly covered by rocky/hilly terrain with steep slopes & cliffs and thick tropical forests/river channels. Also the areas in and around covered a variety of vegetation with thick undergrowth.
- (f) The forest-covered areas are unapproachable by motorable roads throughout the year. Proposed seismic lines may traverse through these thick forests, marshy lands, uneven/rugged topography, frequent water logged and surface/near surface pebbles and boulder bed covered areas.
- (g) The surface topography of the proposed area of seismic operation is that of typical northeastern rugged hilly terrain of India. The topographic features are highly undulating with thick forest cover. The hillocks are very steep with intervening deep gorges. Small seepages of water from sharply cut hillocks are found to be the only source of water.
- (h) The operational area shares the international boundary with Myanmar in the East and Bangladesh in the West.

#### 5.2.4 **Communication:**

- (a) The nearest International Airport is at Kolkata in West Bengal. Airports at Guwahati, Jorhat, Agartala, Imphal and Aizawl receive regular domestic air traffic mainly from Kolkata. Broad-gauge railway line connects Kolkata to Guwahati and Upper Assam. Meter gauge railway line from Dimapur (Nagaland) to Guwahati (Upper Assam) passes through Bhairabi in Mizoram, Silchar in Cachar and Jiriban in Manipur.
- (b) Mizoram- Manipur – Tripura is mainly a hilly region. The area is connected by National Highway (NH54), which touches the southern end of Mizoram state at Lungleh. National Highway No. (NH39) reaches Aizawl, the capital of Mizoram. In addition to National Highways, there are State Highways and fair weather motorable roads criss-crossing the territory.

5.2.3 **Climate:** North-East India has a predominantly humid sub-tropical climate with hot, humid summers, severe monsoons and mild winters. The area experiences moderate to heavy rainfall in the period from June to October of a calendar year (Monsoon period) restricting the effective operation window, particularly for seismic survey.

## 6.0 **CONTRACT PERIOD, MOBILIZATION & PROJECT COMPLETION SCHEDULE:**

### 6.1 **CONTRACT PERIOD:** **(APPLICABLE FOR EACH CREW IN INDIVIDUAL AREA)**

- 6.1.1 The entire 2D Seismic Data Acquisition work under the Contract must be completed by the Contractor within Fourteen (14) Operating Months (for Area-1) and Twenty One (21) Operating Months (for Area-2) from the date of commencement (i.e., from the date on which the first regular Production Shot is accepted by Company under



the contract). Contractor shall be entitled for equivalent time extension on company's certification, for the loss of production due to the following:

1. Bad Weather Days with extreme climatic condition
2. Stand by days for non-fulfillment of Company's obligation under the Contract
3. Force Majeure days
4. Base Camp Shifting Days not more than Seven Days per Base Camp shift.

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

1. Post-mobilization experimental works
2. Line shift
3. National Holidays
4. Breakdown/Equipment failure due to non-availability of spares/consumables
5. Equipment calibration test failure
6. Non-availability of adequate manpower
7. Contractor's Labour unrest
8. Non-availability of explosive/security
9. Non Compliance with QC Standard
10. Delay of arrival of spares/consumables on account of Customs/Statutory clearances
11. Any other reasons attributable solely to the Contractor.

6.1.2 Contractor shall also complete the Up-hole survey, LVL Survey and fixing of DGPS Pillars within this contract period.

6.1.3 The work standard and Quality control norms stipulated in this Section shall be applicable for the purpose of acceptance.

## **6.2 MOBILISATION:**

6.2.1 The Contractor is required to provide the schedule days of mobilization, not exceeding 120 days from issue of LOA by Company, of crews and equipment along with the TECHNICAL BID in respective area in such a way that Contractor ensures acquisition of a minimum of 63 LKM 2D Seismic Data per operating month (in Area-1) and 90 LKM 2D Seismic Data per operating month (in Area-2) against the contract. Before commencement of the mobilization of equipment and crews, the Contractor is required to ensure that all expatriates engaged for the work have been duly cleared by the appropriate ministries viz; Ministry of Home Affairs (MoHA), Ministry of Defense (MoD), Ministry of External Affairs (MEA), Govt. of India.

6.2.2 Company reserves the right before data acquisition to inspect and approve Contractor's equipment after it is completely assembled and ready for work at each Camp Site.

6.2.3 The mobilization is defined as the deployment of two seismic crews in respective area with the required equipment, personnel and completion of all required formalities, instrument tests etc. for full and proper execution of the survey work at the designated site.

6.2.4 Mobilization shall be deemed to be completed when all equipment of respective area seismic crews are fully tested, calibrated and put into operation and necessary

experimental work conducted and first regular production shot is taken by each crew deployed in respective area within the operational area and accepted by Company.

### **6.3 DEMOBILISATION:**

- 6.3.1 Demobilization is considered to be complete only after export of all the equipment, spares and consumables imported into India for the purpose of work under this contract but not consumed. The Contractor shall submit all relevant documents indicating export of the said items. Demobilization shall be completed within three months from completion of data acquisition in respective area.
- 6.3.2 Contractor shall upon completion of work return to Company all originals, copies of maps, documents and acquisition deliverables as per schedule and all other data supplied to them or generated by them in connection with the work as these are the absolute property of Company.

### **7.0 CAMP ESTABLISHMENT AND CAMP MAINTENANCE: (APPLICABLE FOR EACH CREW IN INDIVIDUAL AREA)**

- 7.1 Contractor shall establish suitable **base camps/fly camps** as required against each crew in respective area for housing their men-power and material including security personnel and licensed Explosive Magazines within the area of operations in respective area. Such camps must be established prior to mobilization & commencement of the survey and should be maintained as per the norms of the oil industry throughout the period of operations.
- 7.2 Contractor has to establish and maintain as many base camps as the number of field crew they deploy. However, a minimum of two (2) base camps in respective area must function at all the times throughout the contract execution in the area of operations to ensure efficiently and timely completion of the assigned volume of data acquisition.

### **8.0 DETAIL DESCRIPTION OF WORK: (APPLICABLE FOR EACH CREW IN INDIVIDUAL AREA)**

#### **8.1 TOPOGRAPHIC SURVEY:**

- 8.1.1 Contractor is required to fix a total of **250 satellite points/reference points (in Area-1) and 750 satellite points/reference points (in Area-2)** all over the areas mentioned above at the locations advised by Company using latest DGPS system. Contractor will take prior approval in writing for location of fixing Satellite Points/Reference Pillars in the area. The exact number of benchmarks/reference points will be mutually decided by Company and the Contractor.
- 8.1.2 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. The survey accuracy should be within 2 meters.
- 8.1.3 Contractor will carry out control survey and line survey operations using latest survey equipment such as DGPS, total stations, etc. with the accuracy within 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.

#### 8.1.4 Topography Survey Standards:

The Topography Survey should be carried out in terms of **WGS 84 Spheroid: (GPS Baseline Accuracies)**

- (i) **Static/Fast Static:** Horizontal: 5mm + 0.5ppm  
Vertical 10mm + 1ppm (Ellipsoidal Heights)
- (ii) **Real Time Kinematic ( RTK ):** Horizontal: 10mm + 1ppm  
Vertical 20mm + 2ppm (Ellipsoidal Heights)
- (iii) **Leveling:** Main loop error shall not exceed  $0.025 \sqrt{k}$ , where  $k$  is the loop distance in kilometers.
- (iv) **Spheroid:** WGS 84
- (v) **Projection:** UTM
- (vi) **Line numbering:** Numbering of lines and picket will be done in consultation with Company.

**Note:** All co-ordinates will be in spherical and rectangular co-ordinates and elevation will be with respect to MSL/datum.

8.1.5 Cement pillars and pipes with permanent engraved identification are required for the Reference Points as per specifications mentioned below :

- (a) Satellite Points/Reference Pillars shall be of concrete (RCC structure) as per sketch and dimension with cement, sand and ¼" stone chips in the ratio of 1:2:4 with 10mm M.S rod, 1/2" plastering with cement sand ratio of 1:4 and 1/8" net plastering, engraved on the top of the pillar as shown in the sketch furnished in **APPENDIX-V**.
- (b) The base of the pillar should be buried in the ground and the following inscription to be engraved on the pillar.

**PILLAR NO., O.I.L, YEAR OF SURVEY, NAME OF THE CONTRACTOR**

- (c) **Pillars shall be placed in such a way that at least one pillar is available within the radius of 10 Kms in the survey area. The final scheme of pillars shall be decided in consultation with onsite OIL representative.**
- (d) **The Pillar will be painted yellow and engraved inscription in red.**

8.1.6 Contractor may be required to establish additional Benchmarks in respective area during the course of the survey if necessary at his own cost.

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

8.1.8 **Post Plots:** The Contractor in respective area shall process the survey data and provide post plots of topographic survey data at no extra cost to Company, as per industry practice in three different scales as agreed mutually, with scheme of lines

8.1.9 All topographic survey data in respective area shall be delivered to Company in triplicate in SPS format on a DVD & Portable HDD.

8.1.10 **Elevation:** The Contractor in respective area shall provide elevation of every receiver group and shot point with respect to MSL/datum.

## 8.2 **SEISMIC SURVEY:**

- 8.2.1 **ACQUISITION PARAMETERS:** Company's requirement is continuous data coverage along each profile in respective area with best possible symmetric sampling of offsets as per the following parameters:

No. of Active Channels /shot	600
Type of Shooting	Symmetric Split Spread
Group Interval	20 mts
Shot Interval	60 mts
Minimum Offset	10 mts
Maximum Offset	6000 mts
Offset Distribution	Uniform
Record length	8 Sec
Sampling interval	2 ms
Shot Hole Depth	~ 20 m, however the final shot hole depth to be adopted shall be decided after the necessary experimental work in the field.
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.
Data Format	SEG-D/SEG-Y Demultiplex format in 'SEG' normal polarity.

### **Note:**

- (i) Final acquisition parameters like Charge size, Shot hole depth, Shot Hole Pattern shall be decided after the necessary experimental work in respective area in the field.
- (ii) The experimental shooting has to be done specifically for different areas in respective area by all the crews as per consultation with Company representative.
- (iii) Contractor in respective area shall prepare the pre-plots and pre-plan for any recovery shots required to achieve uniform sampling of offsets as far as possible and get it approved from the Company representative.
- (iv) Work in the area will only start in respective area when Company advises Contractor of the final acquisition parameters in writing.

- 8.2.2 **ENERGY SOURCE:** Contractor shall use **explosives** as energy source for data acquisition in thick forest zones, land, marshy land/swamps, boulder covered areas etc. depending upon the logistics and terrain conditions. 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) Shot hole depth has to be maintained as per Shot hole Drilling Matrix furnished herein vide **APPENDIX-VI**.
- d) The quantity of explosives to be used per shot/shot hole, depth & type of shot hole, drilling requirement in respective areas in respective area will be finalized in consultation with Company's onsite representative and the same will be binding on the Contractor.

### 8.2.3 **EXPLOSIVES AND DETONATORS:**

- (a) Contractor in respective area shall arrange to procure, store and transport requisite quantity of explosives and detonators at its risk, cost and responsibility. Contractor shall use Explosive and Detonators as per the specifications mentioned in **APPENDIX-VII**.
- (b) Contractor in respective area shall arrange at its own cost the necessary permits to store and transport explosives and detonators **including security during storage, operation time and transportation**.
- (c) Contractor shall be responsible for handling, loading and blasting of shots holes by engaging authorized licensed personnel and for maintaining records of explosives and detonators. Company's on-site representative(s) shall periodically verify the stock physically. Contractor shall arrange for Police verification for all the persons engaged in handling of explosives and detonators.
- (d) Contractor shall be responsible for safety and security of explosive and detonators under its custody. Contractor shall submit daily online consumption/usage of explosives to Petroleum and Explosives Safety Organization (PESO) and duly signed quarterly statements of consumption etc. as per PESO guidelines.
- (e) All rules regarding use, transportation and storage of explosives and detonators shall be observed by the Contractor. Company shall in no way be responsible for violation of any rules whatsoever by the Contractor.
- (f) **The Contractor shall quote for unit price per Kg of explosives and Detonators on all inclusive for destination (working site) basis, considering the minimum consumption in different areas as mentioned below:**

Area	Explosive(Kgs)	Detonator(Nos.)
Area - I	3,62,500	87,000
Area - II	3,00,000	1,80,000

**Charge size will be fixed after experimental shooting for respective area.**

- (g) In the case of additional usage of explosive and detonators due to operational requirement and certified by on-site Company representative, the same will be compensated as per actual based on supporting documentation provided with monthly invoice.
- (h) The payment against consumption of explosives and detonators will be done as per actual monthly consumptions. The Contractor has to enclose the Explosive/Detonator return statement (as per PESO guidelines) along with monthly invoice.
- (i) Contractor shall make necessary security arrangements to guard the loaded shot holes till they are blasted.

### 8.2.4 **SHOT HOLE DRILLING MATRIX:**

- (a) Average estimated Optimum depth in respective area has been provided in Shot hole Drilling Matrix (**Ref. APPENDIX-VI**).
- (b) However, single shot holes of optimum depth as decided by the results of Up-hole survey shall be used for regular data acquisition.

- (c) Different drilling solutions will be required for different areas with mechanized drilling rigs or pneumatic drilling or any other shot hole drilling technology available in the market.
- (d) **Source Positioning:**
  - (i) Source positions shall be as close to staked locations as possible.
  - (ii) Deviations of more than 1m along the line or half the group interval perpendicular to the line will be noted in the logs and shall be re-surveyed.
  - (iii) Each source position will be placed so as to minimize damage to the surface, subsurface aquifers, and to any structures or buildings.
- (e) The Contractor in respective area is advised for a thorough reconnaissance of the terrain to get fully acquainted with details of surface topographic features, local geology/subsurface formations, accessibility/approach/slope & terrain conditions and type of drilling equipment required/location of compressors in inaccessible areas.
- (f) The proposed profiles in respective area are extending through river catchment area, alluvial covered plain lands to foothills/hills with steep slopes & cliffs and undulating topography. Some of these areas have near surface pebbles and boulder bed causing difficulty in drilling shot holes of desired depth. In such extreme cases bidder may have to use casing while drilling or requisite use of chemicals to prevent shot hole collapsing or any shot hole drilling technology.
- (g) Contractor shall take all appropriate measures to ensure the stability of shot holes till they are loaded to the required optimum depth, at no extra cost to Company.
- (h) Blasted shot holes and pits shall be filled with earth immediately after firing of shots. No additional payment shall be made to Contractor for filling the blasted holes.
- (i) The shot hole depth shall be decided by the results of up-hole surveys/ LVL and depth optimization experiments in respective area. Source depth shall be fixed in consultation with Company's representatives.
- (j) The depth to which the bottom of explosive is lowered will be considered as depth of shot hole. Measurement of depth by drilling rods/tamping rods or by any other means shall not be considered final unless the explosive is lowered to the depth asked for. The depth measurement are to be made by the authorized representative of the Contractor in the presence of the authorized representative of Company and only the depth measured and verified by Company's representatives will be considered final.
- (k) After lowering the charge up to the bottom of shot hole the proper tamping of charge should be done for better transmission of shot energy to the earth medium.

#### 8.2.5 **RECEIVERS:**

- (a) Contractor shall deploy suitable receiver **nodes with external geophones/hydrophones** (Land/Marshy geophones) only keeping with the logistics of the area.

- (b) Contractor shall use **nodes with external geophones/hydrophones** which must be of industry standard. Contractor shall use LOW DISTORTION and HIGH PERFORMANCE geophones with natural frequency of 10 Hz. (viz; SM24/SG-10 or equivalent or better). The response of geophones to be externally used along with nodes should be as per specification of OEM.
- (c) The **nodes with external geophones/hydrophones** must be fully compatible with seismic data acquisition system (**cable less with real time QC Monitoring recorded data**) along with necessary interface/ground station units. No. of geophones per station must be 12 (twelve) having industry standard spike length. The configuration of Analog Geophones must be: 6x2 [(6 in Series and two (2) such series in parallel)]. It is necessary to bury the geophones below the ground level to minimize noise.
- (d) In regard to receiver type, sensitivity & array, Contractor must maintain followings to the satisfaction of Company.
- (i) All the receivers must be compatible to 24-bit recording for high bandwidth signal, which is necessary to resolve the thin reservoirs.
  - (ii) Proper receiver coupling (tightly planted or buried geophones).
  - (iii) Noise analysis for recording data with high S/N ratio up to the satisfaction of the Company.
  - (iv) **Polarity:** SEG Normal Polarity.
  - (v) **Tests: Nodes with external geophones/hydrophones** tests shall be conducted daily for polarity, phase, damping, natural frequency and sensitivity, leakage etc., and the report shall be submitted. Electrical continuity and tap tests shall be conducted monthly or as desired by Company. Faulty geophones and geophones with characteristics outside manufacturer's specifications shall be replaced immediately.
  - (vi) **Array Locations: Nodes with external geophones/hydrophones** positions shall be as close to the staked locations as possible. In case of any Deviations of more than 1m along the line or 5m perpendicular to the line will be noted in the logs and shall be re-surveyed.
  - (vii) **Geophone/Node Plantation:**
    - Each **Node with external geophones/hydrophones** shall be planted firmly in pits (5-10 inches) to achieve good coupling with the earth and proper vertical positioning. Artificially filled earth / vegetation etc. shall be avoided as far as possible.
    - **Nodes with external geophones/hydrophones** shall be planted at proper position (as close to the staked position as feasible). Plantation near trees, power lines, houses etc. shall be such that the ambient and cultural noise is at minimum level.
    - **Nodes with external geophones/hydrophones** shall be planted on bund (artificially elevated portion around cultivated land) unless and until it is unavoidable. Such decision shall only be taken in consultation with Company representative.

#### 8.2.6 **NODES:**

All the nodes, connectors, ground electronics and receivers as applicable shall be maintained in good condition throughout the duration of survey, with sufficient backup for normal operations.

#### 8.2.7 **RECORDING EQUIPMENTS:**

Contractor will deploy latest state-of-art 24 bit **Cable Less** Seismic Data Acquisition system with Delta-Sigma technology **with real time QC Monitoring of recorded data** 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 provide real time Quality control monitoring of recorded data from different source and receivers as selected. OIL will QC the acquired Shot gathers on daily basis post completion of each day recording operation.

#### 8.2.8 **UPHOLE/LVL SURVEY AND STATICS INFORMATION:**

- a. Contractor will seek prior approval from the Company for the LVL/UP-HOLE plan/grid.
- b. Contractor is required to provide accurate and model validated source, receiver statics along each profile and for the entire area by carrying out LVL/Uphole survey at pre-approved locations in consultation with Company.
- c. Contractor is/are required to carry out LVL/Uphole survey at:  
**(i) 1.0 Km interval in the highly undulating terrain**  
**(ii) 2.0 Km interval at the normal and flat terrain**
- d. Contractor must Process & Interpret LVL and Up-hole data (in graphic and tabulated form) and do compute the field statics.
- e. Contractor must also use the first-break information along with near-hole Uphole recording.
- f. The depth of Uphole survey should be minimum 60 mtrs for Area-1 and Area-2. However for terrain specific cases the same will be finalized with consultation with Company representative.
- g. 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.
- h. The results of the Up-hole surveys (in graphic and tabulated form) shall be submitted to Company representatives stationed at site, minimum two days before the shooting of the line to determine the optimum Shot Hole depth.
- i. **The detailed near surface model and model validated statics corrections (for both shot and receiver stations)** for the entire area under operation must be provided to Company in UKOOA & ASCII Format on cartridge/suitable media as well as in hard copies with the recorded data cartridges.
- j. 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.
- k. The Uphole interval may be mutually changed by Company and Contractor depending on the requirements.
- l. 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.



- m. Wherever the adequate depth for the Uphole survey is difficult to achieve, Contractor shall carry out shallow refraction or LVL survey at pre-approved locations along the planned seismic lines in consultation with Company.
- n. The Uphole/LVL survey should be planned ahead of shooting so that the same should be available for quality control during recording.
- o. The Company reserves the right to modify the grid of up-hole/LVL surveys to be conducted in the area in case the technical requirement for the same is felt necessary by Company representative.

### **8.3. QC PROCESSING SYSTEM:**

- 8.3.1. Contractor shall provide industry standard seismic data quality control system for each crew in respective area to monitor seismic coverage and overall seismic and positioning data quality. The system should have capability to generate coverage maps with user selectable offset ranges.
- 8.3.2. Contractor shall be required to undertake QC processing of the acquired 2D data for quality check. Contractor shall ensure that sufficient processing facilities, including hardware, industry standard seismic data processing software and experienced personnel are available to perform these tasks. A hard & soft copy of the full length of brute stack sections (industry standard scale) shall be generated for display of selected CMP lines with QC processing flows like RMS amplitude displays, bad trace detection, computation of statics solution, position data and statics solution merged as specified by the Company's representative. Company's representative shall have access to the QC processing system for any QC checks or verification.
- 8.3.3. **Contractor shall provide facility for playing back the recorded data, to facilitate offline QC of seismic and survey data.**
- 8.3.4. Contractor shall provide QC system capable of processing the data upto Pre Stack Time Migration. The Company reserves the right for asking Pre-Stack Time Migration upto a maximum of 5% of the total acquired data in case the technical requirement for the same is felt necessary by Company representative to check the quality of the data. No separate payment will be made for this and the work shall be performed at the camp site.

### **9.0 EQUIPMENT & PERSONNEL:** **(APPLICABLE FOR EACH CREW IN INDIVIDUAL AREA)**

- 9.1 Contractor shall deploy for each crew in respective area latest state-of-the-art equipment, with compatible accessories to carry out the work under this contract. Contractor must mobilise the equipment as quoted against the Tender. They will not be subsequently permitted to change the make & model of equipment whatever they offer in their Bid. **However the higher model or version of the same make may be considered in case of break-down.**
- 9.2 Contractor shall arrange to mobilize for each crew in respective areas all materials available indigenously not limited to items such as generators, bunkhouses, tents, office equipment etc. in addition to deploy sufficient number of shot hole rigs in order to maintain optimum progress to achieve project target within stipulated time.
- 9.3 Contractor shall carry, use and provide for each crew in respective area all required consumables e.g. cartridges, 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, if any, under this contract.

- 9.4 Contractor shall engage and deploy for each crew in respective area well experienced & qualified personnel for carrying out various operations related to work under this contract. Personnel holding key posts or involved in decision making processes must have experience as per **ANNEXURE-II** in carrying out similar jobs elsewhere with reputed organizations.
- 9.5 Contractor must submit detail bio-data of all key personnel to be deployed by them for each crew in respective area for the entire period of the project along with the bid. Should Company find any of these personnel unsatisfactory/undesired during the job execution, Contractor must arrange for immediate suitable replacement of such personnel without interruption to operation. Should there be any change of personnel on request from Company for whatsoever reason; Contractor must obtain approval from Company before deploying the suitable replacement.
- 9.6 Contractor shall undertake to deploy for each crew in respective area all the unskilled labors required for this job from in and around the area of operation.
- 9.7 The equipment/key personnel for each crew in respective area to be engaged by the Contractor should be capable of maintain optimum recording/shooting progress.
- 9.8 **Communication Equipment & Licenses:** Contractor shall be fully equipped for requisite numbers of communication device for field operation as well as communication with base camp for each crew in respective area. All the communication device sets deployed in field operation must have valid licensed frequency band for usage arranged by Contractor with administrative help of Company to obtain necessary approvals.

**10.0 START OF WORK:**  
**(APPLICABLE FOR EACH CREW IN INDIVIDUAL AREA)**

- 10.1 The Contractor must complete Mobilization and commence work in each crew in respective area within **one hundred & twenty (120)** days from the date of issuance of LOA by Company.

Notwithstanding above, as soon as mobilisation is completed with respect to minimum of one crew in respective area, Company may allow the Contractor to begin operations under the contract without waiting for the second crew to become ready, considering the importance & urgency of the requirements. However, under such situation, payment towards the following charges shall be with held/retained by Company till all two crews start operating in the field under the contract.

- (i) Mobilisation Charge shall be retained in full.
- (ii) 10% of Operating Charges shall be retained.

- 10.2 Before commencement of work for each crew in individual area, Contractor must ensure that all personnel, equipment, accessories, spares and consumable etc. are fully mobilized at site as per the terms of Contract and are in complete readiness to start the operations. The Company has the right to check for each crew in individual area mobilization of equipment and personnel before commencement of work.

**11.0 EXPERIMENTAL WORK:**  
**(APPLICABLE FOR EACH CREW IN INDIVIDUAL AREA)**

- 11.1 Final acquisition parameters for each crew in individual area like Charge Size, Shot Hole Depth & pattern shall be decided after the necessary experimental work in the field.
- 11.2 All necessary experiment and other tests for each crew in individual area to determine optimum field parameters shall be performed prior to commencement of data acquisition. The tests shall be carried out as per the International practice in the Seismic Industry. It may be required to carry out certain field test at the request of the Company. The time spent on this, however will be paid on a pro-rata basis against cost for Experimental Recording per day rate.
- 11.3 Contractor shall submit the detailed plan of the Experimental Survey which Contractor proposes to carry out for each crew in individual area. The final Experimental Survey plan will be finalized in consultation with Company representatives.
- 11.4 The experimental work shall be carried out for a maximum period of 20 days for Area-1 and 30 days for Area-2 to decide upon optimum Shot hole depth, charge size etc. The period of 20 days for Area-1 and 30 days for Area-2 or parts thereof can be availed prior to or during the operation to meet the respective area geological/geophysical requirements.
- 11.5 The Contractor shall carry out Experimental work at identified sites in the operational area in consultation with Company representative for each crew in individual area.
- 11.6 The Experimental Work shall be carried out by the seismic crews deployed in the respective operational areas simultaneously for each crew in individual area.

**12.0 QUALITY OF WORK & QUALITY CONTROL MEASURES:**  
**(APPLICABLE FOR EACH CREW IN INDIVIDUAL AREA)**

- 12.1 The Contractor shall install for each crew in individual area a full-fledged workshop to maintain/repair all requisite specialized vehicles, equipment and accessories such as cable tester, geophone analyzer, Battery charger, Generators, communication sets etc.
- 12.2 The Contractor will install for each crew in individual area 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:
- Survey processing & plot generation.
  - Planning of Seismic Survey
  - Analysis for Foldage, offset.
  - Uphole analysis and model based statics computation.
  - Monitor display and pre-processing for quality control.
  - S/N ratio analysis
  - On line Basic Field QC processing incorporating static solutions on site to check the quality of output for every line completed. These processing and Company's comment on data quality would be pre-requisite to start shooting of succeeding line.

- 12.3 The 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.
- 12.4 Company also reserves its right to inspect the Contractors' 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 whichever is earlier. Company reserves the right to certify 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.
- 12.5 The Contractor will make necessary arrangements for Real Time Quality Control through Monitor display simultaneously with the recording operation and pre-processing for quality control of acquired data on the same day for each crew in individual area. OIL will QC the acquired Shot gathers on daily basis post completion of each day recording operation. In case more than 25% of acquired shots within the per ground line kilometer of recording operation are found to be categorized as Bad Records, Contractor will be liable for re-shooting at its own cost.
- 12.6 **PLAY BACK (MONITOR) RECORDS:**
- Play back records will be taken as required by Company's representative with displaying signals, from all seismic channels, shot instant, timing lines and up-hole time. All monitor records shall be annotated with Line No., Shot Point No., Charge size, Shot Hole depth, Up-hole time and Recording Date etc.
- 12.7 **NOISE:**
- Controllable noise such as that due to movement of crew equipment and personnel and source generated noise shall be reduced as much as possible. Sufficient precautions shall be taken for ambient noise such as wind, natural earth vibrations, power line noise, traffic and industrial noise to be kept minimum.
- 12.8 **DEFECTIVE TRACES:**
- A trace shall be considered defective under any one (or more) of the following conditions:
- (a) A trace is dead.
  - (b) Controllable noise is more than 12 db above as exhibited w.r.t. the adjacent traces for a continuous period of one second during recording cycle.
  - (c) The recording system/sensors do not meet the OEM's specifications
  - (d) Its polarity is reversed.
  - (e) Leakage worse than half mega ohm.

#### 12.9 **DATA GAPS:**

- a) There shall be no gaps/skipped shots even in dense vegetation, water covered areas, paddy fields, and marshy areas where suitable technique shall be used and full spread shall be laid in advance.
- b) In such areas, loss of multiplicity shall be restricted to minimum using suitable recovery techniques in consultation with Company representatives.
- c) Contribution from near offsets may be relaxed in case of recovery shots. Skips/Recovery plan should be communicated to onsite Company representative in advance.
- d) The Contractor shall re-shoot at his expense where re-shooting/recovery shots are required to maintain the minimum fold specification in areas around natural and manmade obstructions.
- e) In the event of requirement of modification/deviation/termination of a particular profile in the presence of obstacle such as Wildlife Sanctuaries, Defense Installations, Military/Army camps the same will be finalized in consultation with Company representative.
- f) The Contractor will put all effort to take recovery for each skip shot at the nearest possible point. In case of recovery shots, information regarding position of recovery shot, receiver and tolerance of S/N ratio should be available at site. Company shall not consider the skipped shot (those not recovered) for payment.

#### 12.10 **WORK SHALL NOT CONTINUE ON ANY DAY IF:**

- a) There are more than 2 % of active traces are defective.
- b) Polarity of geophone/hydrophone/node is not correct.
- c) Controllable ambient noise exceeds 12 dB (as compared to adjacent traces) on more than 2% of the active traces on the spread, as displayed on the noise strip recorded at the beginning of each day.
- d) Monitor device is inoperative.
- e) Five consecutive records are defective.

#### **Note:**

- 1. **Dead traces, due to natural or man-made obstacles to geophones planting shall not be considered as defective traces. Reasons for not planting the geophones at such places may be recorded on observer's log.**
- 2. **Onsite representatives of Company shall be informed in advance about such obstacles. However, suitable receiver types shall be deployed in water covered areas/swamps with data gaps restricted to minimum.**
- 3. **Company's representative, under exceptional conditions, may permit relaxation of the above work standards, without sacrificing data quality. These conditions shall be logged on Observer's sheet.**

#### 12.11 **BAD RECORDS:**

A record having any one of the following will be considered as bad record and shall not be considered for the daily progress:

- (i) More than 2% dead channels of total channels recorded, 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.
- (ii) Records with more than 6 consecutive dead channel in any record, however total no of dead channels in a record cannot exceed more than 2% of total channels recorded, per record .
- (iii) Record with sync. Error.
- (iv) Record with parity error.
- (v) Record with appreciable cross feed, leakage and spread noise etc.
- (vi) **If there are more than 25% of the records per ground line kilometers are bad, then the same shall be re-shoot by the Contractor.**
- (vii) The Contractor will reshoot the bad records at the advice of Company's representatives at site.
- (vii) No detonation of charge occurs.
- (viii) Data are recorded with incorrect instrument settings.
- (x) Data is not identifiable to the recorded shot or not retrievable from magnetic cartridges.
- (xi) Loss of magnetic recording occurs during designated record length.
- (xii) Shot with charge at depth less or more than pre-decided optimum depth.
- (xiii) Partial detonation/Floating of explosive in a hole.
- (xiv) Data is recorded without performing periodic instruments and field tests (e.g. geophone impulse test, leakage test etc.).
- (xv) Data recorded with only internal time break.

#### **13.0 DATA/CARTRIDGE LIABILITY:** **(APPLICABLE FOR EACH CREW IN INDIVIDUAL AREA)**

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 this 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 shall arrange safe keeping of cartridges/external Hard-disk in Air Conditioned and dust free environment till date of delivery to OIL.** 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.

#### **14.0 DELIVERABLES, REPORTS AND SCHEDULE OF PERFORMANCE** **(APPLICABLE FOR EACH CREW IN INDIVIDUAL AREA):**

- 14.1** Contractor shall maintain their equipment in perfect working condition and shall submit to Company Daily, Weekly and Monthly Reports of the performance of the equipment and the field status. Contractor shall have the facility and capability to provide their performance reports at the site. If Company Representative determines that the Work or equipment is not within Contractual specifications, Contractor shall suspend the operations until Company Representative is satisfied that the Work and equipment meets the required standards. No payment shall accrue to Contractor during the period in which work is suspended as aforesaid. He will carry out requisite tests as per the equipment manual and submit following report to Company:

- Daily equipment test report
- Weekly test reports
- Monthly test reports

**14.2** Contractor shall submit a detailed report along with recorded seismic data, monitor records etc. on selection of the field parameters within four (4) days after completing experimental work. Contractor shall submit to Company a weekly report on data quality of the job undertaken during the week.

**14.3** 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 centre. 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.

**14.4** Regarding progress of the field work, Contractor shall compile all crew-wise data/information on daily, weekly & monthly basis and submit the under noted reports to Company through e-mail for the entire project on or before 7 A.M of the following day.

**i) Daily report consisting of:**

- Daily survey progress and fixing of benchmarks;
- Drilling report including loading depth and Uphole time;
- Recording progress with correspondence to preplan model;
- LVL/Uphole survey report, static model with interpretation;
- Quality Control reports;
- Explosive and Detonator consumption/stock report;
- Reports on HSE issue
- Recommendations, if any.

**ii) Weekly cumulative report consisting of:**

- Progress of survey & recording;
- LVL/Uphole survey report with interpretation;
- Quality Control reports including Brute Stacks generated;
- Explosive & Detonator consumption/stock report and Explosive & Detonator consumption Return Statement as per PESO guideline.
- Summary of data transmittal to Company;
- Summary of Health, Safety & Environment incidents;
- Recommendations, if any.

**iii) Monthly cumulative report consisting of:**

- Progress of survey (with line sketch) & recording (% achieved of total planned);
- LVL/ Uphole survey report with interpretation (% achieved of total planned);
- Quality Control reports and seismologist report;
- QC processing output section incorporating statics 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 and Detonator consumption/stock report and

- Explosive and Detonator consumption Return Statement as per PESO guideline
- Summary of data transmittal to Company;
- List of visitors;
- List of personnel, equipment available and working;
- Recommendations, if any.
- Maps showing the monthly & cumulative progress of the following :
  - Survey
  - Recording
  - LVL & Up-hole Survey
  - Fixing of Benchmarks
  - Summary of Health, Safety & Environment and Security issues, status, statistics and remedial actions taken.
- Report on Crew change
- Report on correspondence with district authorities
- Report on the consumption of the consumables
- Report on Import/Export of the material/consumables

**14.5** Contractor will submit/deliver the recorded data along with all the relevant data as mentioned in **APPENDIX-VIII** to the authorized Company's representative at Duliajan at the address mentioned below with no additional cost to Company:

DGM Geophysics  
 Geophysics Department  
 Oil India Limited  
 Duliajan-786602  
 Dist.: Dibrugarh  
 Assam  
 Fax No.: 0374-2807454  
 E-mail: [gvjrao@oilindia.in](mailto:gvjrao@oilindia.in)

**14.6 ANNUAL INTERIM ACQUISITION REPORT:** Contractor will submit four (4) hard copies and four (4) soft copies on CDs of crew wise Annual Interim Acquisition report covering the quantity of work completed within that particular Financial Year only by individual crews deployed in respective areas. Contractor will submit a draft copy of the report within fifteen (15) days of completion of financial year. The Final Report to be submitted within seven (7) days of receipt of the draft report incorporating Company's views/suggestions on the draft report. Report must include:

- Review of the geophysical objectives and success of the project in meeting the objectives
- Field experiment procedure and results
- Recording parameters
- Equipment used in seismic data Acquisition
- Pre-Acquisition Planning
- QC in Field during data Acquisition
- Post-Acquisition QC
- Statistics Calculation Methodology
- Statistics of all the Up-hole and LVL Profiles, Data of all the LVL and Up-holes
- Plots of all LVL and Up-holes interpretation (A4 size)
- Field QC Processing
- Processing Flow
- Plots for the QC Check and Parameter selection of QC Processing
- Quality Control including stacks generated-in A4 size for every line
- Statistics viz. Offset Distribution.
- Details of the delivery of the seismic & survey data (Tape List, CD list etc.)



- Base Map, Coverage Map, LVL & Up-hole Location Map (A4 size)
- Base Map, Coverage Map, Foldage Maps Offset Distribution Map LVL & Up-hole Location Map (1:50,000 Scale)
- Conclusions and Recommendations

**14.7 FINAL OPERATIONAL REPORT:** Contractor will submit four (4) hard copies and four (4) soft copies on CDs of **Final Operational Report** for individual crews deployed in respective areas. Contractor will submit a draft copy of the report within fifteen (15) days of completion of the data acquisition in the block. The Final Report to be submitted within seven (7) days of receipt of the draft report by the Company incorporating Company's views/suggestions on the draft report. Report must include :

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

**14.8 FINAL TOPOGRAPHICAL SURVEY REPORT:** Contractor will submit four (4) hard copies and four (4) soft copies on CDs of **Final Topographical Survey Report** for individual crews deployed in respective areas. Contractor will submit a draft copy of the report within fifteen (15) days of completion of the Block. The Final Report to be submitted within seven (7) days of receipt of the draft report incorporating Company's views/suggestions on the draft report. Report must include :

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

- Base Map, LVL & Up-hole Location map, Reference pillar map (1:50,000 scale).
- Conclusions and Recommendations.

**14.9 FINAL ACQUISITION REPORT:** Contractor will submit four (4) hard copies and four (4) soft copies on CDs of **Final Acquisition Report** for individual crews deployed in respective areas. Contractor will submit a draft copy of the report within fifteen (15) days of completion of the data acquisition in the Block. The Final Report to be submitted within seven (7) days of receipt of the draft report incorporating Company's views/suggestions on the draft report. Report must include:

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

**15.0 HEALTH, SAFETY AND ENVIRONMENT:**  
**(APPLICABLE FOR EACH CREW IN INDIVIDUAL AREA)**

Contractor shall ensure all operations are undertaken under this contract is conducted in a safe and responsible manner. The HSE standards employed shall conform to those normally followed in the industry and shall comply with all IAGC and E&P Forum guidelines and Indian Explosives Act and Rules.

**16.0 PROTECTION OF ENVIRONMENT:**  
**(APPLICABLE FOR EACH CREW IN INDIVIDUAL AREA)**

16.1 In performance of the contract, the Contractor shall conduct the work with regard to concern with respect to protection of the environment and conservation of national resources. In furtherance of any laws, regulations and rules promulgated by the Government, the Contractor shall:

16.1.1 Employ generally accepted industrial standards, practices and methods of operation for the prevention of environment damage in conducting the work.

16.1.2 Take necessary and adequate steps to prevent environment damage and where some adverse impact on the environment is unavoidable, to minimize such damage and the consequential effects thereof property and people; and

- 16.1.3 Adhere to guidelines, limitations of restrictions, if any, imposed by environment clearance as applicable on the date thereof and as environment clearance may be revised as a result of Company or Contractors' application(s) duly submitted after the effective date.
- 16.2 If the Contractor fails to comply with the provisions of clause 16.1 or materially contravenes any relevant law, and such failure or contravention results in substantial environmental damage, the Contractor shall forthwith take all necessary and reasonable measures to remedy the failure and the effects thereof.
- 16.3 If Company has, on reasonable ground, to believe that any works by Contractor or any operations conducted by the Contractor are endangering or may endanger persons or any property of any person, or causing avoidable pollution, or are harming flora and fauna or the environment to the degree which is unlawful, Company, may pursuant to applicable law, require the Contractor to take remedial measures within such reasonable period as may be determined by Company and, if appropriate, repair such damage. Company may, pursuant to applicable law, require the Contractor to discontinue seismic operations in whole or in part until the Contractor has taken such action.

16.4 **Bidder shall submit HSE policy along with its technical Bid for respective area.**

**17.0 DAMAGE TO INSTALLATION AND ENVIRONMENT:  
(APPLICABLE FOR EACH CREW IN INDIVIDUAL AREA)**

Contractor shall ensure that no damage of any sort occurs to the existing surface and subsurface installations in and around the area of operation including the environment damage.

**18.0 GENERAL WORK STANDARDS:  
(APPLICABLE FOR EACH CREW IN INDIVIDUAL AREA)**

- 18.1 **MODIFICATION OF STANDARDS AND SPECIFICATIONS:** If during the course of work, any of the standards specified herein mentioned above, are not maintained, the Company's representative shall determine the course of action to be followed. In the event any of the aforementioned deficiencies, in the work standards have not been remedied, Company's representative reserves the right to ask the Contractors' Party Chief to stop acquisition operations till such time the deficiencies are removed. No standby charges shall be payable by Company for such stoppage. Any alteration or modification of specifications shall be done only with the approval of Company.
- 18.2 **SHUT-DOWN OF OPERATIONS:** Company's representative may request stoppage of recording operations at any time if, in his opinion, the Contractors' work performance or data acquisition is substandard. No standby charges shall be payable by Company for such stoppage.
- 18.3 **COMMUNICATION:** Contractor shall maintain continuous, effective two-way communication between the work area and Company. If the Contractor fails to maintain proper two ways communication, Company shall not be liable for any charges (including sub-Contractor's fees) incurred for any work carried out unnecessarily because notice of early termination, program changes and refusal to waive specifications could not be communicated.
- 18.4 **DATA ACQUISITION:** At all times, while survey is underway, Contractor shall ensure that all instruments are properly tuned and that all recorded data are readable, accurate and properly annotated.

**19.0 OBLIGATION OF CONTRACTOR:**  
**(APPLICABLE FOR EACH CREW IN INDIVIDUAL AREA)**

- 19.1 If applicable, Contractor at their cost shall arrange the import clearance of all equipment, spare parts, consumable etc. from customs and port authorities in India. Customs duties, if any, shall be borne by Contractor.
- 19.2 Contractor shall arrange for inland transportation of all equipment etc. upto the place of work and take back at the end of the work at its own expense.
- 19.3 Contractor shall arrange for maintenance of all its base/fly camps, portable explosive magazine, all equipment and spares at their own cost during off season i.e. monsoon break (generally between June to October months of a calendar year). Company shall not pay **Standby, Force Majeure** or any **separate charges** during this offseason period.
- 19.4 Contractor shall arrange at their own cost all consumables and spares including papers, photographic materials, magnetic tapes/cartridges, and other consumables needed for proper execution of the work under this contract and shall maintain sufficient stock of these items at site for uninterrupted operations.
- 19.5 Contractor shall use cartridge tapes tested for zero error.
- 19.6 Field data cartridges for the experimental data will be provided to Company at no extra cost.
- 19.7 Contractor shall arrange lodging, boarding & preliminary first-aid facilities at site/camp during data acquisition phase for **two (2)** Company Representatives **per crew deployed** at no extra cost to Company. The camp facilities to Company's representatives shall be at par with senior expatriate staff. Company representatives if deputed for work association, quality check during the course of job execution at Contractors' crews in field site camps should also be provided with facilities like office space (sitting arrangements), telephone with STD facility and internet etc. during their QC work, for which no extra payment will be made by Company to Contractor.
- 19.8 In addition to above, nominated officials of Govt. of India in various capacities including but not limited to representatives from MoP&NG/DGH/OIL's management/Local authorities may visit the camp/operation site during acquisition period in connection with field visit/deliberations/QC checks etc. Contractor shall arrange for lodging and boarding of such personnel apart from local conveyance as & when requisitioned at no extra cost to Company. The camp facilities to such visiting officials/Government representatives shall be at par with senior expatriate staff.
- 19.9 Contractor, at its own cost, shall arrange two (2) numbers of 4 x 4 wheel drive air-conditioned vehicles in good condition per field Crew deployed, exclusively for use of Company representatives in the field. Contractor shall also provide a separate vehicle per crew for OIL's crew change, liaison jobs etc. Vehicles must be provided with driver, fuel, maintenance, repairs etc. for seismic work supervision. These vehicles must have mobile radio to communicate with base camp or field sites. The camp site should be nearer to operational area.
- 19.10 During data acquisition, Contractor shall endeavor minimum eight (8) working hours on each working day excluding travel time. Two days in a calendar month are allowed for maintenance of equipment, if desired, by Contractor, but no payment will be due for the same and this cannot be carried forward to the next months.

- 19.11 Contractor shall keep their equipment and accessories at all times in good working order and shall begin the survey with adequate supply of spares for the equipment.
- 19.12 Contractor shall arrange adequate drinking water and its transportation to the camp site/field at its own cost.
- 19.13 In case Contractor imports equipment on re-export basis, they must ensure for re-export of the equipment and all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required.
- 19.14 Any other works required for efficient and successful execution of work shall be carried out by Contractor except those enumerated under the obligations of Company defined in para 20.0 below.
- 19.15 Contractor shall arrange for all statutory clearances for field operations. However, the Company will provide all reasonable administrative helps/letters, if requested.
- 19.16 Contractor shall use latest versions of all software packages during the period of the contract. All the necessary Radio Licenses for shooting, communication etc. will be obtained by the Contractor. However, the Company will provide all reasonable administrative helps/letters in this regard, if requested.
- 19.17 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 personnel.
- 19.18 Contractor shall inform Company fifteen days in advance regarding the crew change during the execution of the contract.
- 19.19 Contractors' key technical personnel and expatriate must be proficient to communicate in English (read, write and speak).
- 19.20 Contractors' personnel must be sound enough to provide the above services in professional efficiency at par with international standard, failing which Company reserves the right to ask for removal/replacement of any personnel (at Contractors' cost) with **72** hours' notice.
- 19.21 The main recording equipment should be housed in a properly insulated, air-conditioned cabin, mounted on a truck.
- 19.22 Security of fly/base camp, field seismic operations etc. will be the responsibility of the Contractor.
- 19.23 Contractor shall make necessary arrangement for supply of electricity and medical facility etc. at camp/site at their own cost including for Company representatives.
- 19.24 Contractor shall keep all the recorded data in an air-conditioned room free from dust and hand over the same to Company approximately on fortnightly basis at Duliajan office.
- 19.25 Contractor shall provide necessary Personal Protective Equipment (PPE) to all seismic field personnel engaged in above field operations including Company representatives and shall follow statutory norms applicable for such operation under labour laws in India.

- 19.26 For recruitment of un-skilled labours, Contractor should ensure preference to local personnel from operational area. Contractor must ensure the rules/guidelines of the respective State Govt. for the labour recruitment are strictly followed.
- 19.27 Contractor shall ensure noise free spread during the actual recording period.
- 19.28 Contractors' representative shall maintain contact with Company's representative at recording site during the shooting operations and shall arrange for checking and subsequent replacement of bad cables/geophones. Contractors' representative shall also be available at base camp as and when needed.
- 19.29 The wooden pegs with ground marking should be available at the measured source points and geophone/ground stations at the time of shooting along the particular seismic line. The minimum height of the wooden pegs must be five (5) feet above ground level.
- 19.30 Contractor shall bear and pay compensation against all claims for the loss or damage to standing crops (if any), land/property and access etc. resulting from operations under this/these contract. Payment against claims (if any) for such loss/damage resulting from negligent operations by Contractors' personnel shall also be on Contractors' account. Any production/time losses on account of compensation related issues will be the sole responsibility of the Contractor. After completion of 2D data acquisition, Contractor must furnish an undertaking to Company that they have already paid all claims related to standing crop/land/property damages etc. to the claimants/owners appropriately and no compensation/dues is pending for settlement. Contractor will also furnish undertaking to address any compliant/grievance received by Company within one year of completion of the survey. Contractor must comply with all local, state and central government guidelines for the payment of the compensation, if any.
- 19.31 Contractor must comply with all local, state and central government Health, Safety and Environmental (HSE) regulations. Contractor must conform to the HSE standards of international Geophysical Industry.
- 19.32 Contractor shall ensure all possible measures towards individual area 2D Seismic data acquisition of minimum 63 LKM in Area-1 and 90 LKM in Area-2 per operating month against the contract.
- 19.33 Contractor shall do advance planning for uninterrupted field operations due to explosives/detonators shortage or security issues.

**(Note: The bidder must submit the CHECK LIST-6)**

**20.0 OBLIGATIONS OF COMPANY:**  
**(APPLICABLE FOR EACH CREW IN INDIVIDUAL AREA)**

- 20.1 To the extent possible, Company shall extend administrative helps/recommendation letters etc. if requested by the Contractor for obtaining necessary statutory permission in connection with carrying out 2D seismic survey operations under the contract. Administrative help will be provided by Company for radio frequency clearance and any entry permits for expatriates required for the work. Contractor shall provide the required details of the expatriates for their permits well in advance.
- 20.2 Contractor shall, however, arrange clearance of their items from customs and port authorities in India as may be applicable and shall pay all requisite charges viz; customs duty, clearance fees, port fees, clearing and forwarding agent fees/charges,

demurrages & inland transport charges, etc. In this regard, Company may provide reasonable assistance by issuing letter of authority or other relevant documents as may be considered necessary.

- 20.3 Company shall provide documents necessary for clearance from local, state and central government departments or undertakings and will extend all assistance and necessary help to Contractor. Contractor will give Company fifteen (15) days advance notice and provide all related documents and invoices for providing recommendatory letters. Any financial consequence due to delay in obtaining clearances will be to Contractors' account.
- 20.4 Company shall organize all possible help from local governments and Administrations for Contractors' personnel and equipment in case of natural disaster, civil disturbances and epidemics.

***END OF SECTION-II***

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**Part-3**  
**SECTION-III**

**SPECIAL TERMS AND CONDITIONS OF CONTRACT**

**1.0 BRIEF OVERVIEW OF WORK:**

- 1.1 Oil India Limited intends to acquire approximately 870 LKM of regional wide spaced 2D Seismic Data covering parts of **Arunachal Pradesh & Assam (North Bank & South Bank of Brahmaputra River, i.e. Area-1)** and 1763 LKM of regional wide spaced 2D Seismic covering parts of **Mizoram & Tripura (i.e. Area-2)** Data in the "Un-appraised Areas" of Assam Arakan Sedimentary Basin in North-East India as assigned by Govt. of India. Details of the allotted work area and the line coordinates thereof are given in **ANNEXURE-IV**. However, Company reserves the right to modify the line coordinates appropriately depending on the site requirements on technical grounds.
- 1.2 The Contractor, at all the times during performance of the contract, shall deploy **two number of 2D seismic data acquisition Crews** for each individual area in the operational area, along with all equipment and personnel for completion of job execution strictly as per agreed timeline.
- 1.3 The Contractor shall plan and execute 2D Seismic Acquisition survey using appropriate methodology and Explosives as energy source with their personnel and equipment.
- 1.4 Planning and Quality Control of the seismic data acquisition is the responsibility of the Contractor. The Contractor shall provide necessary QC Processing System for quality control of seismic, experimental and topographic survey data. Company representatives shall also be associated with the work throughout the contract period to ensure security, confidentiality and quality control of the data to be acquired and for overall co-ordination of the activities.
- 1.5 The Contractor shall carry out experimental works with respect to each crew in their respective area prior to the commencement of actual data acquisition to finalize the acquisition field parameters in consultation with Company representative as detailed under Section-II in PART-3. The Contractor shall carry out high quality 2D Seismic Data Acquisition with professional competence and in an efficient manner and provide Company with the best standards of work, customarily provided by reputed Geophysical Contractors to major Oil Companies in the Oil Industry.
- 1.6 After acquisition of the data, Contractor shall secure & duly pack the data tapes, cartridges, CDs/DVDs etc. and hand-over the same, together with other requisite technical information of the acquired data as per industry standards, at the office of DGM-GEOPHYSICS, GEOPHYSICS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN-786602, DIST- DIBRUGARH, ASSAM, INDIA.
- 1.7 The contract shall be deemed to be completed when Contractor submits the Final Integrated Acquisition & Operation Report and other ancillary deliverables including presentation to Company officials as per terms of contract and completes demobilization of their entire resources from site.

**2.0 VOLUME OF WORK:**

- 2.1 The Company intends to acquire approximately 870 LKM of 2D Seismic Data covering parts of **Arunachal Pradesh & Assam** (North Bank & South Bank of Brahmaputra



River) and 1763 LKM of 2D Seismic Data covering parts of **Mizoram & Tripura** from the assigned unapprised area of North-East India. The maps and coordinates of the proposed profiles/lines are given in **ANNEXURE-III & ANNEXURE-IV** respectively in this bidding document.

- 2.2 Company reserves the option to **increase/decrease** the quantum of work upto a maximum of **±25%** either in the areas mentioned above or in neighbouring areas of similar terrain conditions on mutually agreed rates, which should not be higher than the original contract rates, but on same terms & conditions and proportionate time **extension/reduction** thereof.

**3.0 MOBILIZATION:**  
**(APPLICABLE FOR EACH CREW FOR EACH INDIVIDUAL AREA)**

- 3.1 Mobilization of equipment and crew shall be completed for all the two crews in each of their respective areas by the Contractor within a maximum period of **one hundred & twenty (120)** days from the date of Letter of Award (LOA) issued by Company, so as to complete the entire Data Acquisition within the stipulated time frame. However, the Contractor is required to provide the scheduled days of mobilization of its crews and equipment for respective area in the technical bid in such a way that the jobs are completed as per schedule given herein. Before commencement of the mobilization of equipment and crews, the Contractor is required to ensure that all expatriates engaged for the work are duly cleared by the appropriate Ministries of Govt. of India (viz. Ministry of Home Affairs (MoHA), Ministry of Defence (MoD), Ministry of External Affairs (MEA) etc. as applicable). **In case, the last date of scheduled mobilisation of 120 days falls within the non-operating period (June-October) or in case of early advent of monsoon, Company reserves the right to extend the mobilisation date upto the end of monsoon break.**
- 3.2 If required, Contractor shall make its equipment available in India for inspection by the Defense authorities and/or Customs authorities for security & clearance purposes respectively before the commencement of survey work. Before the commencement of the work, Company also reserves the right to inspect and approve Contractor's equipment & accessories after they are fully assembled and made ready for data acquisition. Technical and HSE audit may be undertaken.
- 3.3 Mobilization shall be deemed to be complete when all the two crews in each of their respective areas/ areas are in readiness, all equipment are fully tested, calibrated & put into operation, necessary experimental works are conducted and **first regular production shot** is taken by each crew in their respective areas & the same are accepted by the Company.

**4.0 DEMOBILIZATION:**  
**(APPLICABLE FOR EACH CREW FOR EACH INDIVIDUAL AREA)**

- 4.1 Demobilization in respective area shall be completed by Contractor within **ninety (90)** days of completion of the Project and/or expiry/termination of the contract, as the case may be. Contractor must remove all their resources from site and all originals, copies of maps, documents & acquisition deliverables including other data supplied to them or generated by them in connection with the work performed must be handed-over to Company with due earnest as these are the absolute property of Company.
- 4.2 All equipment, accessories & consumables etc. if brought into India on re-exportable basis any, shall be re-exported by the Contractor upon demobilization from site,

except the consumables & spares actually consumed during the performance of the contract.

**5.0 SCHEDULE OF OPERATIONS:**  
**(APPLICABLE FOR EACH CREW FOR EACH INDIVIDUAL AREA)**

- 5.1 Contractor shall mobilize all seismic acquisition crews (two field crews in respective area) along with requisite equipment & accessories to be deployed for successful completion of the entire assigned survey work within **Fourteen (14) Operating Months (for Area-1) and twenty one (21) Operating Months (for Area-2)** from the date of commencement. Company will finalize the initial scheme of proposed survey work in consultation with Contractor to enable them in planning the field operations suitably. The map indicating survey area/lines will be provided by Company to Contractor. The Contractor will arrange for the preparation of pre-plots of the survey lines & conversion of co-ordinates from one datum to another, if required with Company's consent.
- 5.2 The schedule of field operations will be finalized between Company's representatives and Contractor's Party Manager prior to or on the arrival of equipment & crews at the base station/area of operation. Company's representatives and Contractor's Party Manager shall jointly have the option of rescheduling the sequence of shooting during the course of work. Once the schedule of operations is finalized as above, neither Company (except as provided in the contract) nor Contractor shall modify or cancel any part or whole of the program, without mutual agreement.
- 5.3 Seismic data acquisition work **shall remain suspended during the monsoon period, which prevails generally from June to October in the working area. However, the beginning and ending of monsoon break (s) in each year shall be decided by Company in consultation with Contractor depending on the situation in working area and shall be duly notified to Contractor by Company representative.** During the monsoon break, Contractor shall be responsible for safe keeping of all their resources/equipment. **Standby charges or any other separate charges whatsoever shall not be payable by Company to the Contractor during monsoon break against the contract.**

**6.0 ASSOCIATION OF COMPANY'S PERSONNEL:**  
**(APPLICABLE FOR EACH CREW FOR EACH INDIVIDUAL AREA)**

Company's nominated Representatives shall be associated with supervision & guidance of the work to be carried out by the Contractor throughout the operations. The Contractor shall execute the assigned services under the Contract in a cost effective way with professional competence and efficient workman-like manner and provide Company with a standard of work customarily provided by reputed Contractors to major international E&P Companies in the petroleum industry.

**7.0 PROVISION OF CONTRACTOR'S PERSONNEL AND FACILITIES:**  
**(APPLICABLE FOR EACH CREW FOR EACH INDIVIDUAL AREA)**

- 7.1 The Contractor must engage eligible competent personnel for job execution in their field crew to ensure successful completion of the project targets in time as per provisions of this contract. The minimum key personnel to be deployed by the Contractor per field crew are listed in **ANNEXURE-II**. They must have the requisite experience & qualifications in their respective field as indicated therein and should have sound physical health and should be proficient in English. On Company's request, Contractor shall remove and replace their personnel whose presence is

considered to be undesirable in the opinion of the Company without affecting the progress of survey and without any extra cost to Company.

- 7.2 The Contractor shall be responsible for providing entire requirements of the personnel engaged by them or by their sub-contractor, if any, under the Contract including but not limited to their insurance, transportation (both air and land transportation as applicable), en-route expenses, boarding, lodging, medical, vacation, salaries, leave/off and other amenities like employment & termination benefits, all immigration requirements & taxes etc. as payable in India or outside at no extra charge to the Company. The personnel to be engaged by the Contractor for job execution under this Contract shall remain the employees (temporary or permanent) of the Contractor or their sub-Contractor, as the case may be, throughout the performance of the Contract and shall not have any claim for employment or any service benefit from Company by virtue of their deployment for carrying out this contractual jobs.
- 7.3 Company representatives deputed for work association with Contractor's crews in field site camps and for quality check during the course of job execution should be provided with facilities like accommodation, boarding & lodging, office space (sitting arrangements), telephone and internet etc. during their QC work, for which no extra payment shall be made by Company to Contractor. Additionally the Contractor has to arrange for an FTP (File Transfer Protocol) facility, if asked for, to review the progress of the project through quality control and discussions/ feedback to yield best results and to provide useful inputs during the project execution period.
- 7.4 **LABOUR:** The recruitment of labour as required 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.
- 7.5 **SAFETY:** Contractor shall follow all safety norms as prevalent in the petroleum industry globally and also observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian laws such as Mines safety rules etc. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and safe handling of chemicals at all times.
- 7.5.1 Contractor shall provide the Personal Protective Equipment (PPE) as applicable to their personnel and ensure strict use.
- 7.5.2 Safety and security of Contractor's resources including equipment, materials & stores will be the sole responsibility of the Contractor. Company will not handle/operate any of Contractor's equipment and materials at site with or without permission, unless it is considered otherwise necessary to safeguard life/property.
- 8.0 PROTECTION OF ENVIRONMENT:**  
**(APPLICABLE FOR EACH CREW FOR EACH INDIVIDUAL AREA)**
- 8.1 In performance of the Contract, the Contractor shall carry out the services with due regard to concerns with respect to protection of the environment and conservation of natural resources, flora & fauna and shall in particular comply with the requirements of applicable laws, rules & regulations promulgated by the Government from time to time.

- 8.2 The Contractor shall;
- 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 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
- 8.3 If the Contractor fails to comply with the provisions hereof or materially contravenes any relevant law; and such failure or contravention results in substantial environmental damage, the Contractor shall forthwith take all necessary and reasonable measures to remedy the failure and the effects thereof.

**9.0 CONFIDENTIALITY OF INFORMATION:**  
**(APPLICABLE FOR EACH CREW FOR EACH INDIVIDUAL AREA)**

All information obtained by Contractor in the conduct of operations and the information/maps provided by the Company to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's personnel. This obligation of Contractor shall be in force even after termination of the Contract.

**10.0 OBLIGATION OF CONTRACTOR:**  
**(APPLICABLE FOR EACH CREW FOR EACH INDIVIDUAL AREA)**

- 10.1 Contractor at its cost shall arrange mobilisation of their resources required for job execution under the Contract upto the area of operations, including clearance of their equipment, spare parts, consumable, etc. from customs, if any. All expenditure in this process like payment of freight, insurance, Customs Duty, port rent, demurrage, octroi & entry tax etc. shall be borne by the Contractor. Contractor shall also bear the costs associated with demobilisation of its resources from site at the end of the work on completion/expiry/termination of the Contract.
- 10.2 The Contractor shall maintain sufficient stocks of related spares & consumables to ensure uninterrupted operation throughout the contractual period and keep their equipment in good working order all throughout and up-grade the software, if necessary.
- 10.3 The Contractor shall perform the works detailed in Section-II of PART-4 in most economic & cost effective manner and perform all other obligations, work and services which are required by the terms of the Contract or which reasonably can be implied from such terms as being necessary for successful and timely completion of the work.
- 10.4 The Contractor shall furnish the list of key personnel per crew along with their Bio-data in support of their technical bid as well as prior to the commencement of work, if awarded. The bio-data shall include the name, nationality, qualification, experience and passport details.
- 10.5 Contractor shall arrange at their own cost all consumables including papers, photographic materials, magnetic tapes/cartridges, and other spares & accessories as may be needed for the work and shall carry sufficient stocks of these items for uninterrupted operation. Contractor shall use cartridge tapes tested for zero error.

- 10.6 Contractor shall maintain proper account of the consumption of explosives & detonators and shall submit online daily, weekly and monthly consumption/stock statements as per guidelines of PESO.
- 10.7 All the field tapes/cartridges of experimental data will be provided to Company at no extra cost.
- 10.8 Contractor shall arrange both lodging and boarding facilities for **two (2) Company Geophysicists/Representatives** at each camp site. The camp facilities to the Company's representatives shall be at par with senior expatriate staff. In addition to above, Govt. of India officials in various capacities including but not limited to representatives of MoP&NG/ DGH/OIL's management/Local authorities shall visit the camp/operation site during acquisition period for field visit/deliberations/QC checks etc. Contractor shall arrange for both lodging and boarding apart from local conveyance at no extra cost to Company. The camp facilities to such visiting officials/Govt. of India representatives shall be at par with senior expatriate staff.
- 10.9 Contractor shall arrange two (2) vehicles per crew (four wheel drive) exclusively for use of Company representatives with driver, fuel, maintenance, repairs, etc. at their own cost.
- 10.10 Contractor shall endeavor minimum eight (8) working hours on each working day excluding travel time. Two days in a calendar month are allowed for maintenance of equipment, if desired, by the Contractor, but no payment will be due for the same and this cannot be carried forward to the next months.
- 10.11 The Contractor shall arrange adequate drinking water and its transportation to camp/site at its own cost.
- 10.12 All claims for the loss or damage to standing crops, land or property, resulting directly from operations under the Contract shall be borne and paid by the Contractor to such effected parties.
- 10.13 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.
- 10.14 Contractor shall comply with Indian Laws and regulations of Government of India but not limited to laws in respect of inland travel, use of wireless sets including Radio License and Wireless Frequency, maps and charts, entry regulations, security restrictions, foreign exchange, work permits, import of equipment, employment of Indian nationals etc.
- 11.0 SECURITY:**  
**(APPLICABLE FOR EACH CREW FOR EACH INDIVIDUAL AREA)**
- 11.1 Security of base camp/fly camp/explosive magazine site etc. shall be the sole responsibility of the Contractor.
- 11.2 Contractor shall provide accommodation and transport with necessary camp amenities like firework etc. for requisite number of security personnel. Necessary arm/ammunition room and security hut(s) will also be provided by the Contractor in the camp.

**12.0 EXPLOSIVES AND DETONATORS:**  
**(APPLICABLE FOR EACH CREW FOR EACH INDIVIDUAL AREA)**

- 12.1 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 for the necessary permit(s) to store and transport explosives and detonators required in connection with the execution of the 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 and submit return statement as per PESO guidelines.
- 12.2 All rules precautions regarding procurement, use, transportation, storage and handling of explosives and detonators shall be observed by the Contractor. Company shall in no way be responsible for violation of any rule whatsoever in this regard.

**13.0 OBLIGATIONS OF COMPANY:**  
**(APPLICABLE FOR EACH CREW FOR EACH INDIVIDUAL AREA)**

- 13.1 Administrative help will be provided by Company to the extent possible for obtaining 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.
- 13.2 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.
- 13.3 Company shall pay Contractor in accordance with the terms & provisions of the Contract and as may be due from time to time.
- 13.4 Company may provide accommodation for Contractor's personnel on chargeable basis in its Guest House, subject to availability, when they visit Duliajan, Assam in connection with work related to the contract. Contractor must obtain prior consent from Company in this regard before undertaking such trips.
- 13.5 The Company shall provide, if required, necessary documents for clearance from Govt. of India or States or their departments or undertakings and will extend assistance/help to the Contractor to the extent possible.

**14.0 LIQUIDATED DAMAGES FOR DEFAULT IN MOBILIZATION:**  
**(APPLICABLE FOR EACH CREW FOR EACH INDIVIDUAL AREA)**

Liquidated Damages for delay in completion of mobilization shall be applicable @ 0.5% (half percent) of the total evaluated contract value for the 1st year including mobilisation charges, for delay per week or part thereof, subject to a maximum of 7.5% (seven & half percent). Liquidated Damages will be reckoned from the date after expiry of **one hundred & twenty (120)** days from the date of issue of LOA by Company.

**Notwithstanding above provision, it is essential that Contractor must mobilise two (2) crews in respective area simultaneously and put all out efforts to complete the assigned jobs within the agreed time frame only. Liquidated Damages shall be applicable, if Contractor fails to mobilize two (2) crews in respective area in all respect within 120 days from the date of LOA issued by Company.**

**15.0 PENALTY FOR DEFAULT IN TIMELY COMPLETION:**  
**(APPLICABLE FOR EACH CREW FOR EACH INDIVIDUAL AREA)**

- 15.1 In case, the Contractor fails to complete the assigned volume of 870 LKM and 1763 LKM data acquisition within the agreed time frame of **fourteen (14) and twenty one (21) Operating Months respectively**, they have to complete the remaining/unfinished volume of work within shortest possible extra time with a penalty of 10% (ten percent) on the applicable rates. The penalty will be levied only on the unfinished volume of work, which the Contractor could not complete within the agreed time frame as per Contract.
- 15.2 In case the time delay in mobilisation is made up by completing the job execution early by the Contractor, no liquidated damages shall be deducted. Similarly, if the mobilisation is completed before scheduled period of mobilisation but completion of job execution is delayed, LD shall be applicable only for the period exceeding the total period allowed for mobilisation and job completion put together. Further, in case both Mobilisation and job completion are delayed, Liquidated Damages shall be applicable for both.
- 15.3 Liquidated Damages, if become payable as above, shall be recovered by Company from the final bill/invoice of Contractor under the contract and not from the running bill(s). However, if the amount in final bill is found to be not adequate, Company will recover the liquidated damages from the previous bill(s)/invoices.
- 15.4 No payments towards **stand-by charges and/or Force Majeure charge** with or without crew & camp maintenance will be payable, if Contractor desires to extended the period of work during monsoon break due to non-completion of yearly target of work within the stipulated time period. Contractor's request in this regard, if any, to allow them to work during monsoon break, may be considered by the Company only at Contractor's cost & peril and Company will accept & pay for quality data only in that case.

**16.0 COMPENSATION FOR DAMAGE OF CROPS/PROPERTIES:**  
**(APPLICABLE FOR EACH CREW FOR EACH INDIVIDUAL AREA)**

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 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)**  
**&&&&&&&&**

**Part-3**  
**SECTION-IV**  
**SCHEDULE OF RATES**

The bidder shall quote the following rates in its price bid as per format attached herein vide **PROFORMA-B**. The payments shall be made on the basis of actual work done/executed by the Contractor and all "DAY RATE" charges shall be pro-rated and payable upto the nearest full hour for part thereof.

**DESCRIPTION OF CHARGES FOR 2D SEISMIC DATA ACQUISITION**  
**(APPLICABLE FOR EACH CREW FOR EACH INDIVIDUAL AREA)**

**1.0 MOBILISATION CHARGES:**

- i) Mobilization charges shall be quoted on all inclusive lump-sum basis covering all the expenditure to be incurred by the Contractor for initial deployment of their entire resources including personnel & materials in the operational area, required for orderly execution of the Contract within the agreed time frame. Onetime payment of mobilisation charges shall be made by Company at the beginning, only after due certification by Company representative regarding successful completion of Mobilisation as per terms of Contract.
- ii) Mobilization charges should cover all local and foreign costs to be incurred by the Contractor for the initial movement to the site like transportation charges, freight & insurance etc. and shall also include all local taxes, duties, levies & fees, including Customs Duty, State Entry Tax, port fees, clearance fee & demurrage and others as may be in force.
- iii) Mobilization charges will be payable only when all equipment and crews are positioned at the appointed site free from all defects/encumbrances and duly certified by the Company's representative that the Contractor is/are in a position to undertake/commence the work assigned under the Contract.
- iv) Mobilization shall be deemed to be completed when all equipment of all crews 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 by each crew deployed in the area and the same is accepted by Company.
- v) Payment towards "**Mobilization Charges**" shall be restricted to maximum 10 % (ten percent) of the total estimated contract value, which the bidder should note while quoting the mobilization charges, else their offer will be rejected.

**2.0 OPERATING CHARGES PER LINE KILOMETER (LKM) OF DATA ACQUISITION:**

The Contractor shall be paid the Operating Charges only on per LKM basis for acceptable data acquired along a seismic profile and completed in all respects and provided to Company in requisite form by the Contractor. A LKM is defined as follows:

$$\text{LKM} = (\text{Number of acceptable shots taken in a completed line}) \times \frac{60}{1000}$$

In case one single profile is not completed in a single calendar month **Number of good/acceptable shots taken in a completed line or segment thereof within a single calendar month and all data along with ancillary information are handed**



**over to Company** shall be considered for computation of LKM for monthly invoice purpose for that particular incomplete profile.

The Contractor will put all efforts to take recovery for each skip shot at the nearest possible point. In case of recovery shots information regarding position of recovery shot, live receiver layout should be available at site. Company shall not consider the skipped shot (those not recovered) for payment.

Operating Charges should include all the charges for the following:

- a. Establishment of base camp/fly camps
- b. All equipment/accessories required for Survey/Shooting/LVL/Uphole,
- c. reports/ maps/records generation & submission,
- d. cost of fuel
- e. Spares and preventive maintenance of all necessary equipment
- f. Mob/Demo of on/off crews, consumable,
- g. to and fro transportation, repair/maintenance of support infrastructure,
- h. Salary/Medical/Travel of Contractor's personnel, hire of any support infrastructure/consultant,
- i. All line survey, fixing of crossing pillars/bench marks/ survey pegs/ paints, line laying & maintenance,
- j. shot-hole drilling, shot hole casing,
- k. shot hole drilling fluids/chemicals/mud additives,
- l. procurement , transport, storage and security of explosive & detonator
- m. field transport/handling including shot hole loading & blasting
- n. base camp & other operation related management/ maintenance
- o. HSE measures in camp and for crew members during field operation
- p. damages caused to crops/life & properties in operational area
- q. filling of drilled holes/created craters etc. and
- r. Other day to day operational requirement not specified hereof.
- s. QC Processing including static computation

### **3.0 OPERATING CHARGES FOR UPHOLE SURVEY:**

Operating Charges will be paid for every Uphole drilled, up to a 60 mtrs for Area-1 and Area-2, data recorded, all related stationery/media of recording, field set ups and data analyzed and submitted to Company during the month. However, actual depth of Uphole will be decided after experimentation in consultation with Company's Geophysicist. The Uphole survey should be planned ahead of production shooting of a particular profile in consultation with onsite Company representative so that the analysis of UPHOLE should be available for selection of optimum shot hole depth and other quality control measures during recording. The bidder has to quote for UPHOLE SURVEY considering every Uphole to be drilled up to a depth of 60 mtrs for Area-1 and Area-2. However the payment will be made on prorated basis as per actual drilling meterage.

### **4.0 OPERATING CHARGES FOR LVL SURVEY:**

Operating Charges will be paid for every LVL completed, data recorded, all related stationery/media of recording, field set ups and data analyzed and submitted to Company. The LVL survey should be planned ahead of production shooting of a particular profile in consultation with onsite Company representative so that the analysis of UPHOLE/LVL should be available for selection of optimum shot hole depth and other quality control measures during recording.

## **5.0 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.

## **6.0 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 thirty (30) consecutive days, pursuant to clause No. 13.0 in Section-I, PART-3. Payment will also be made on pro-rata per hour basis for part of a day, if any.

## **7.0 STAND-BY CHARGES:**

7.1 The Standby Charge shall be applicable during the period of job execution at site only after the start of regular production shooting/actual data acquisition, provided the Contractor is/are 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/permits/licenses etc. by Company, which are required to be provided by Company as per terms of the Contract.
- iii) Any other non-fulfillment of Company's obligations as stipulated herein.

7.2 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.

## **8.0 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 quoted all-inclusive, including supplying, grouting and fixing of the pillars.

## **9.0 DEMOBILISATION CHARGES (IF ANY):**

9.1 The Demobilization Charge shall be quoted on all inclusive lump sum basis for the expenditure to be incurred by the Contractor towards taking back/removal of all their resources including personnel and materials after completion of contractual commitments under the contract from site where survey concludes.

9.2 The Company shall pay Contractor one time demobilization charges, if quoted any, only in the instance of natural conclusion of the Contract after completion of the terms/survey or upon termination of Contract before expiry under Force Majeure situation, subject to following conditions:

- The Contractor shall demobilise all its equipment, spares and consumable within **90 days** of effective date of demobilization in respective area and complete re-export formalities, if applicable any.
- The Contractor shall leave all camp sites and establishment in the operational area free of debris and restore to original condition.

- The Contractor shall produce the following documents along with the invoice for demobilization charges to the satisfaction of the Company of having cleared all their liabilities:
  - (a) Undertaking towards settlement of compensation for damage/loss to crop & property etc. in line with clause No. 16.0 in Section-III, PART-3.
  - (b) 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. **In lieu, Contractor may submit an Indemnity Bond to this effect.**
  - (c) Proof of completion of re-export formalities, **if applicable.**

10.0 **ZERO (NIL) RATE:**

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

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

**A. GENERAL NOTES:**

- a) All above rates to be quoted by the Bidders must be inclusive all applicable taxes, duties & levies, except the Service Tax which will be extra to Company account. Customs Duty on merit if payable any on the imported items must be included.
- b) Lump sum Mobilisation Charges should not be quoted more than 10% of the total evaluated value of the Bid.
- c) 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 the Contract and hence, the Operating Rates to be quoted inclusive of these costs.
- d) Bidder should indicate name and detailed address of its Indian agent, if any. The percentage of commission to the Indian Agent, if payable under the Contract, must be included in the quoted cost and must be categorically specified by the bidder in its bid. In case, the Bidder fails to highlight above information in its bid, it will be construed that no agency commission is involved against this bid, and consequently Company will not entertain any such claim otherwise at a later date.

- e) In case, the Contractor fails to complete the assigned volume of work as per agreed time schedule of the Contract, the shortfall has to be covered within shorted additional time with **penalty of 10%** on the applicable rates.
- f) Bidders are advised not to take any exception/deviation to the bid document once the terms are frozen after the pre-bid conference, else the bids will be summarily rejected.
- g) Bidders are advised to have a thorough reconnaissance of the area, if required, to know the terrain and get themselves fully acquainted with details of surface topographic features, fair weather slot, weather conditions, working culture in the area, socio-political environment, security aspects and law of the land, prior to submitting their bids.

***END OF SECTION-IV***  
***&&&&&&***