



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
Website: www.oil-india.com
FAX: (91)374-2803549

FORWARDING LETTER

M/s _____

Sub: IFB No. CDG2555P17 for Hiring of Services for Acquisition of 100 Sq. Km of 3D Seismic Data using state of the art equipment in Baghjan area of Assam, 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 Field Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.

2.0 In connection with its operations, OIL’s Contract Department, Duliajan 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 providing the subject services.

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.	:	CDG2555P17
(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	:	29.09.2016 to 08.11.2016
(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 the DGM-CONTRACTS, CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(x)	Bid Validity	:	120 days from date of Bid Closing
(xi)	Mobilization Time	:	As defined in the tender
(xii)	Bid Security Amount	:	US \$ 95,600.00 OR INR 64,49,000.00
(xiii)	Bid Security Validity	:	30.06.2017
(xiv)	Original Bid Security to be submitted	:	Office of the DGM-CONTRACTS, CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xv)	Amount of Performance Security	:	10% of estimated Contract Value
(xvi)	Validity of Performance Security	:	Upto 3 (three) months from the date of completion of contract.
(xvii)	Duration of the Contract	:	14 (fourteen) months from the date of commencement of the Contract.
(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, Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xxi)	Pre-Bid conference	:	Tentatively scheduled to be held on 24 th & 25 th October, 2016 at Duliajan, Assam.
(xxii)	Last Date of receipt of Queries	:	17.10.2016 upto 15:30 Hrs. (IST)

4.0 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.

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

5.1 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.**

5.2 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.

5.3 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.

5.4 **EXEMPTION OF TENDER FEE:**

5.4.1 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.

5.4.2 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.

5.5 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, Ph.: 0374-2807178/4903.

6.0 **PRE-BID CONFERENCE:**

6.1 A Pre-Bid Conference is planned to be held in 24th and 25th October, 2016 at Duliajan, Assam 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 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.

6.2 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.

6.3 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 **17.10.2016 upto 15:30 Hrs. IST**. OIL shall provide clarifications to only those queries received within this date. Queries/ Clarifications against the tender received beyond 17.10.2016 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

6.4 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.

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

7.0 **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 in **“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.**

Display RfX Response:

Edit | Print Preview | **Technical RfX Response** | Close | Withdraw | Verify signature

RfX Response Number 60006452 RfX Number TEST2 Status Submitted
RfX Owner WIPRO_TEST1 Total Value 0.00 INR RfX Response Version Number 1

RfX Information | Items | **Notes and Attachments** | Conditions | Summary

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

Last Processed C
Last Processed E

▼ Partners and Delivery Information

Details | Send E-Mail | Call | Clear

Function	Number	Name	Valid fr
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:

Edit RfX Response:

Submit | Read Only | Print Preview | Check | **Technical RfX Response** | Close | Save | Verify signature of Response | Sign Response

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 RfX Version Number 5

RfX Information | Items | **Notes and Attachments** | Conditions | Summary | Tracking

▼ Notes

Add | Clear

Assigned To	Category	Text Preview
The table does not contain any data		

▼ Attachments

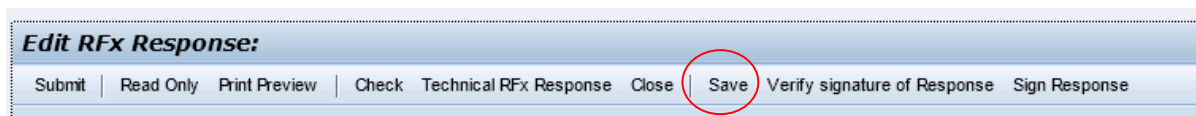
Sign Attachment | Add Attachment | Edit Description | Versioning | Delete | Create Qualification Profile

Assigned To	Category	Description	File Name	Version	Processor	Checked
The table does not contain any data						

Notes:

- * 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.



Edit RFx Response:									
Submit	Read Only	Print Preview	Check	Technical RFx Response	Close	Save	Verify signature of Response	Sign Response	

8.0 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) Scope of Work/Terms of Reference/Technical Specification/Special Conditions of Contract, (Part-3, Section-II)
 - (f) Schedule of Rates, (Part-3, Section-III)
 - (g) Figures, Proformas, Annexures & Appendices
 - (h) 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 as per **Proforma-H** enclosed with the NIT. Similar information should also be provided in respect of their authorised Agents in India, if any. **OIL will only communicate through the specified E-mail id (as mentioned by the bidder in the enclosed Proforma-H of bid document), if required.** No correspondence will be done through other media, i.e., Fax/Postal Mails/Courier.

- 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. 11.11 below.
- (iv) Copy of Bid-Form without indicating prices in Proforma-C
- (v) Statement of Compliance as per Proforma-D
- (vi) Copy of Priced Bid **without indicating prices (Proforma-B)**
- (vii) Proforma-A: List of items to be imported without the CIF values
- (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-A** showing the items to be imported with 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.

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" tab 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.

- 11.13 The following is the Bank details of OIL for obtaining Bank Guarantee:

	Bank Details of Beneficiary	
a	Bank Name	STAE BANK OF INDIA
b	Branch Name	Duliajan
c	Branch Address	Duliajan, Dist-Dibrugarh
d	Banker Account No.	10494832599
e	Type of Account	Current Account
f	IFSC Code	SBIN0002053
g	MICR Code	786002302
h	SWIFT Code	SBININBB479
i	Contact No.	9435554859
j	Contact Person Name	Mr.K.L.K. Banik, AGM
k	Fax No.	0374-2802729
l	Email Id	sbi.02053@sbi.co.in

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-L**) 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 Response" 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 Response" tab, 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 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 vide Proforma-G 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) and Shri Satyananda Mishra, IAS(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 Monitors 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
 - b. Shri Satyananda Mishra, IAS(Retd.),Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India
E-mail : satyanandamishra@hotmail.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 VITAL CRITERIA FOR BID ACCEPTANCE:

The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bidders are advised not to take any exception/deviation to the Bid Documents. 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/nonconforming bids shall not be considered, but shall be rejected outright.

2.0 GENERAL CONFORMITY

Bids will be rejected in case the equipment and services offered do not confirm to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected.

3.0 EVALUATION CRITERIA:

3.1 TECHNICAL EVALUATION CRITERIA

3.1.1 The Bidders must meet the following experience criteria in the last five (05) years preceding the date of Original Bid Closing.

3.1.2 EXPERIENCE OF THE BIDDER:

(i) (a) Bidders must have successfully completed onshore 3D seismic survey with a minimum cumulative total of 500 Sq. Km in the last five (5) years preceding the date of Original Bid Closing.

(b) Out of which at least **100 Sq. Km** in a single survey block in the last **Five (05)** years preceding the date of Original Bid Closing.

Bidders must submit documentary evidence as:

Contract/Agreement copy along with satisfactory completion/ performance report clearly mentioning Contract/Agreement No. and volume of job completed.

OR

Contract/Agreement copy with proof of settlement /release of final payment against the contract.

OR

Any other documentary evidence like proof of release of Performance Security after completion of the contract that can substantiate the satisfactory execution of the contract as mentioned in the above clause.

(ii) Bidders must have completed at least one project with explosives as a source. However, in case of mixed energy source in which explosive is used as one of the sources will also be considered.

Bidders must submit documentary evidence as:

Contract/Agreement copy clearly mentioning explosives as a source along with satisfactory completion/performance report clearly mentioning Contract/Agreement No. and volume of job completed.

OR

Contract/Agreement copy clearly mentioning explosives as a source along with proof of settlement /release of final payment against the contract.

OR

Any other documentary evidence like proof of release of Performance Security after completion of the contract that can substantiate the satisfactory execution of the contract as mentioned in the above clause.

- (iii) **Foreign Bidders:** Overseas Bidders must have successfully carried out a minimum of **250 Sq. Km** of onshore 3D Seismic Data Acquisition in two countries other than the country of origin in the last **Five (05)** years as preceding the date of Original Bid Closing, provided they meet the experience criteria mentioned in sub-clauses (i) and (ii) above.

Or

Overseas bidders should have successfully completed at least **100 Sq. Km** of Onshore 3D Seismic Data Acquisition in a single survey block in India in the last **Five (05)** years as preceding the date of Original Bid Closing, provided they meet the experience criteria mentioned in sub-clauses (i) and (ii) above.

Bidders must submit documentary evidence as:

Contract/Agreement copy along with satisfactory completion/ performance report clearly mentioning Contract/Agreement No. and volume of job completed.

OR

Contract/Agreement copy with proof of settlement /release of final payment against the contract.

OR

Any other documentary evidence like proof of release of Performance Security after completion of the contract that can substantiate the satisfactory execution of the contract as mentioned in the above clause.

- 3.1.3 **Indian Company/Indian Joint Venture Company as bidder:** Either the Indian Company/Indian Joint Venture Company or its Technical Collaborator/ Joint venture partner must meet the criteria under clause 3.1.2 above. {In case the Joint Venture Partner(s)/Collaborator(s) is/are of foreign origin, they are to meet the experience criteria set in clause 3.1.2 (iii) above in addition to others, otherwise the same is exempted for Indian JV Partner(s)/Collaborator(s)}.

- i. 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, indicating areas and clients are to be submitted along with the Technical Bid, in support of the experience criteria laid down above as per enclosed **Annexure-III**.
- ii. **Indian Companies/Joint Venture Companies:** Indian bidders 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. Bidder must

submit along with their technical bid Memorandum of Understanding(MOU)/Agreement with their technical collaborator / Joint venture partner (in case of Joint venture) clearly indicating their roles & responsibilities under the scope of work.

- iii. MOU/Agreement concluded by the bidder with technical collaborator/joint venture partner (in case of Joint Venture), must also 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. Notwithstanding the MOU/Agreement, the responsibility of completion of job under this contract will be with the bidder.

3.1.4 In case the Bidder is a Consortium of Companies, the following requirements must be satisfied by the Bidder:

- 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 must satisfy the minimum experience requirement as per clause 3.1.2 above.
- c) The leader of the consortium must confirm unconditional acceptance of full responsibility of executing the “Scope of Work” of this tender. This confirmation must be submitted along with the technical bid.
- 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.

3.1.5 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 clause 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-subsubsidiary 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-I**, between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee, as per format furnished vide **APPENDIX-II**, from the

parent/subsidiary company to OIL for fulfilling the obligations under the agreement, along with the technical bid.

- 3.1.6 **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 clause 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-II**, between them, their ultimate parent/holding company, along with the technical bid.
- 3.1.7 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.
- 3.1.8 **Scope of Work/Terms of Reference:** The bids will be technically evaluated based on the requirements furnished in **Section-II** (Scope of Work/Terms of Reference). Bids which do not conform to the minimum specifications of equipment, hardware and software furnished therein and do not include all the jobs/services mentioned in the tender document will be considered as incomplete and rejected. **Bidder must submit the check list-3.**
- 3.1.9 **Equipment & Accessories:** The years of the vintage of equipment to be offered are specified in **Annexure-II**. Bidder has to submit the documentary evidence in support of the Vintage of the equipment which bidder proposes to deploy in the field for the execution of the contract. Bids shall be rejected if the equipment offered do not meet the specified requirement. **Bidder must submit the Check list-1.**
- 3.1.10 **Key Personnel:** The years of experience of the key personnel to be offered are specified in **Annexure-I**. Bidder must submit detailed Bio-data of all its key personnel as per **Proforma-I** to be deployed for the whole period of the project, along with the technical bid. Bidder shall deploy the same persons whose Bio-data is offered in the bid for data acquisition. They shall not be replaced or transferred without prior notification to the Company. Company's approval is essential in case they are desired to be replaced by the bidder with equally competent persons satisfying minimum experience criteria and Company's decision in this regard will be final. Bids shall be

rejected if the personnel offered do not meet the specified requirement. **Bidder must also submit the enclosed Check list-2.**

- 3.1.11 **Mobilization:** The bidder must categorically confirm in the Technical Bid that in the event of award of contract, mobilization shall be completed within **Ninety (90) days** from the date of issue of LOA by Company as per the **Annexure-I** and **Check List-1**. **Bidders should quote lump sum mobilization charges which should not exceed 10% (ten percent) of the total evaluated contract value as per price bid format.**
- 3.1.12 Mobilization shall be deemed to be completed when all personnel, equipment, tools, consumables, accessories, etc., are positioned at the site and ready for data acquisition as certified by the company representative.
- 3.1.13 **Experimental Work:** Experimental work will be carried out immediately after mobilization in the area of operation. In Experimental work, bidder has to acquire 60 GLKM of 2D seismic data in 20 days at continuation except the National and Local holidays within to meet the objective of this project.
- 3.1.14 **Payment towards Mobilization shall be made as follows :**
- a. A total of 60% amount of the mobilization charges would be released after completion of the mobilization when all personnel, equipment, tools, consumables, accessories, etc. are positioned at the site and certified by the company representative.
 - b. Remaining 40% amount of the mobilization charges would be paid only after completion of at least a cumulative of 45 GLKM of the total experimental work (2D data acquisition) with minimum of 70% of the planned shots in every ground line kilometer. If the bidder fails to complete the same, bidder shall not be paid this 40% of the mobilization charges.
 - c. Bidders must provide categorical confirmation of their capability and intent to meet this timing in their Technical Bid otherwise their Bid will be not considered. Bidder shall confirm in the technical bid that it has not quoted mobilization charges more than 10% (ten percent) of the evaluated contract value. The bidder must provide undertaking as per **Proforma-J** to mobilize within **Ninety (90) days** from the date of issue of LOA by Company.

3.2 **FINANCIAL EVALUATION CRITERIA:**

- 3.2.1 The bidder must have annual financial turnover of at least of **Rs.42.50 Crores** (or equivalent in foreign currency) in any of preceding three (3) financial years as per the Audited Annual Reports. **The Net Worth of the bidder is to be positive for preceding financial /accounting year.** The bidder has to submit the Audited Annual Report of last three years as supporting documentary evidence.
- 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 promoter company must have annual turnover of at least of **Rs.42.50 Crores** (or equivalent in foreign currency) in any of preceding three (3) financial years as per the Audited Annual Reports. **The Net Worth of the promoter company is to be positive for preceding financial / accounting year.** The bidder has to submit the Audited Annual Report of the promoter company of last three years as supporting documentary evidence. In addition, the following documents are to be submitted along with the technical bid:

- i. 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
- ii. Documents in support that 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 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) Annual Turnover of the parent/ultimate parent/holding company in any of preceding three (3) financial years shall be **Rs.42.50 Crores** (or equivalent in foreign currency).
- ii) **Net Worth of the parent/ultimate parent company should be positive for the accounting year preceding the original 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 subsidiary company for executing the project/job in case the same is awarded to them, and
- iv) The bidder is a subsidiary company of the parent/ultimate parent /holding parent company.

3.2.4 If the bid is from a Consortium of companies, then at least one member of the consortium must have average annual turnover of at least **Rs. 42.5 Crores** (or equivalent in foreign currency) in any of preceding three (3) financial years and the other member(s) of the consortium must have at least average annual turnover (individually) of **Rs. 21.25 Crores** (or equivalent in foreign currency) in any of preceding three (3) financial years. **The Net Worth of all the consortium partners individually should be positive for the accounting year preceding the original bid closing date.**

3.2.5 The bidder has to submit the Audited Annual Report of last three years as supporting documentary evidence preceding the original 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.

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

Note:

a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-

i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE.

OR

ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.

b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

3.2.7 In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.

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 are invited under Single Stage Two Bid System i.e. Technical Bid (Un-priced) and Commercial Bid (Priced) separately. Bidders must submit both “Technical” and “Commercial” Bids in electronic form through online OIL’s e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender and the Commercial Bid as per the **PRICE BID FORMAT (PROFORMA-B)**.

3.3.2 Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subject to any variation. Bids with adjustable price terms will be rejected.

3.3.3 Bid Security in original must reach the office of Dy General Manager (Contracts), Oil India Limited, Duliajan – 786602, Dibrugarh, Assam India, before the bid opening date and time, otherwise, bid will be rejected. The amount of Bid Security shall be as specified in the “Forwarding Letter”. Scanned copy of this Bid Security should also be submitted/uploaded online along with the un-priced (Technical) Bid. Public Sector Undertakings and Firms registered with NSIC/Directorate of Industries in India are exempted from submission of bid security against this tender. Bids without proper & valid Bid Security (Including Amount and Validity) will be rejected.

3.3.4 Bids received in physical form, but not uploaded in OIL’s e-Tender Portal will be rejected.

3.3.5 Bids with shorter validity will be rejected as being non-responsive.

- 3.3.6 Bidders must quote rates in accordance with the price schedule outlined in **PRICE BID FORMAT (PROFORMA-B)**; otherwise the Bid will be rejected. The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work/item, 'NIL' should be mentioned against such part of work.
- 3.3.7 Bids received by Company after the bid closing date and time will be rejected.
- 3.3.8 The Bid documents are not transferable. Offers made by bidders who have not been issued the bid document by the Company will be rejected.
- 3.3.9 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.
- 3.3.10 Any Bid containing a false statement shall be rejected.
- 3.3.11 The Bids and all uploaded documents must be digitally signed using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 3.3.12 Contractor shall bear, within their quoted rates, the personal tax as applicable in respect of their personnel and sub-contractor's personnel, arising out of execution of the contract. Also, the Corporate Tax as applicable on the income from the contract will be to Contractor's account.
- 3.3.13 The lump sum Mobilization Charges quoted by the Bidders must not exceed 10 % (ten percent) of the total evaluated Contract value, failing which the offer bids will not be evaluated.
- 3.3.14 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.
- 3.3.15 There must be no exception to the following Clauses including sub-clauses, otherwise the Bid will be rejected:
- i. Performance Guarantee Bond Clause
 - ii. Force Majeure Clause
 - iii. Tax liabilities Clause
 - iv. Arbitration Clause
 - v. Acceptance of Jurisdiction and Applicable Law Clause
 - vi. Liquidated damage and penalty clause
 - vii. Safety and Labor Law
 - viii. Insurance Clause
 - ix. Termination Clause
 - x. Integrity Pact

3.4 BID EVALUATION CRITERIA:

- 3.4.1 The compliance statement (enclosed **PROFORMA-D**) should be digitally signed and uploaded along with the technical bid (un-priced). 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 clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.4.3 If any clauses in the BEC contradict clauses elsewhere in the Bid Document, then the clauses in the BEC shall prevail.
- 3.4.4 The Integrity Pact (**PROFORMA-G**) must be returned by the Bidder (along with their Technical Bid) duly signed digitally by the same signatory who signs the Bid. Bid not accompanied by the Integrity Pact (**PROFORMA-G**) duly signed digitally shall be rejected.
- 3.4.5 The Company reserves the right to cancel/withdraw the tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the bidders or any obligation to inform the bidders of the grounds of Company's action.
- 3.4.6 Bid involving a party whose name is appearing in the prevailing list of banned/blacklisted vendors of OIL INDIA LIMITED shall be rejected outright.
- 3.4.7 Bidders need to submit an undertaking or statement that, the bidders have quoted price against each individual items mentioned under the Price Bid Format (**PROFORMA-B**) in the Commercial Bids (Price Bids), otherwise the bid shall be rejected. The undertaking/ statement are to be duly signed with seal by the Bidder.
- 3.4.8 The bids conforming to the Scope of Work, Terms and Conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria described hereunder.
- 3.4.9 Commercial Bids (Price Bids) of only the technically qualified bidders will be opened on a predetermined date and the same will be evaluated taking in to account the sum total cost of all components quoted by the bidders as per Price Bid Format (**PROFORMA – B**) and the contract will be awarded to the lowest evaluated bidder.
- 3.4.10 It is, however, to be clearly understood that the assumptions made in respect of the quantity of various items in the Price Bid Format (**PROFORMA-B**) are only for the purpose of evaluation of the bids. The Contractor will be paid on the basis of actual quantum of jobs carried out during job execution. However, execution of jobs in excess of the quantity mentioned herein requires Company's prior approval.
- 3.4.11 Arithmetical errors, if any, in the price bids will be rectified on the following basis.

“If there is a discrepancy between the Unit Rate and Total Amount (that is obtained by multiplying Unit Rate with Quantity), the unit rate shall prevail and the total amount shall be corrected accordingly. Similarly, if there is a discrepancy between words and figures, the amount quoted in words will prevail. Any bidder who does not accept the said correction procedure, their bid will be rejected.”

- 3.4.12 For evaluation of the bids, B.C. Selling market rate of State Bank of India prevailing one day prior to the price bid opening will be considered. Where the time lag between the price bid opening and final decision exceeds three months, the rate of exchange prevailed on the date prior to the date of final decision will be adopted for Conversion in to single currency.
- 3.4.13 **Customs Duty:** Customs Duty will not be considered for evaluation of the offers, since imports under this contract are presently exempted from payment of Customs Duty as the proposed survey shall be carried out in NELP Block / PML (Petroleum Mining Lease) block awarded to Company after 01.04.1999.
- 3.4.14 **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 BEC above must be submitted 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 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.

The Bidder must submit the Check list-3.

END OF BEC

END OF PART-2

PART-3
SECTION-I
GENERAL CONDITIONS OF CONTRACT

1.0 **DEFINITIONS:**

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

- (a) "**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 should be completed by the Contractor within Ninety (90) days from the date of issue of Letter of Award (LOA) by Company. Mobilization shall be deemed to be completed when Contractor's equipment and manpower are placed at the designated locations in readiness to commence the assigned seismic survey jobs as envisaged under the Contract, after all equipment are fully tested, calibrated & put into operation.

In case, the last date of scheduled mobilization of 90 days falls within the non-operating period (May-October) or in case of early advent of monsoon, Company reserves the right to extend the mobilization date upto the end of monsoon break.

2.3 **DATE OF COMMENCEMENT OF CONTRACT**: The date on which mobilization is completed in all respects 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, shall be for a period of Fourteen (14) Months.

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

3.1 Perform the work described in the Scope of Work/Terms of Reference (Section-II of PART-3) in most economic and cost effective manner.

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

3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for 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 Duliajan/ 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 written and spoken).

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 be 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.
- 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 III). 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 fifteen (10) days. Either party shall have the right to terminate the contract with prior written notice if such force majeure condition continues beyond successive fifteen (10) days. 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.

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.

12.11 **Demobilisation Charges in the event of termination under clause 12.3, 12.4, 12.5 and 12.6 will not be payable.**

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:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd 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:

Amount of Claims and counter claims(excluding interest)	Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)
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, Dept. 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 and field crew at site to commence the work within the stipulated period from the date of issue of LOA, the Bidder shall be liable to pay liquidated damages (LD). In the event of the Contractor's default in timely mobilization as defined in Clause No. 2.2 above for commencement of seismic survey within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% (half percent) of the total value of the contract for delay per week or part thereof, subject to maximum of 7.5% (seven and half percent) of total contract value. Liquidated damages will be reckoned after 90 days from the date of notification of award of the Contract (LOA) issued by Company.
- 17.2 However, in any case the sum of total amount of Liquidated Damages, payable if any against this agreement under provision of Clause No. 17.1 above together, will not exceed 7.5 % of total evaluated agreement value. Liquidated Damages as set forth above is the genuine pre-estimate agreed by both the parties for the damages on account of delay in job execution and Company may without prejudice to any other

right or remedy available to it, recover the amount so calculated from Contractor as agreed liquidated damages and not by way of penalty.

- 17.3 **Penalty for Default in timely completion:** Bidder shall put all out effort to complete the entire work of 100 sq.km data acquisition in 14 (fourteen) months from the date of commencement of work including the monsoon break. Bidder shall acquire 70% of planned shots which are accepted by OIL in every Shot line (Salvo) of the swath as the minimum requirement to proceed for data acquisition in next swath. If the bidder is unable to complete the schedule work i.e. 100 Sq.km of 3D data acquisition within the stipulated time period, the bidder may be allowed to work to complete the remaining job in additional period, not exceeding three operating months, however, the payment of such volume of job will be made at the rate of 90% of the actual quoted per sq.km rate. No payment towards the stand-by charges and camp maintenance will be made during this extended period due to non-completion of tendered volume of work within the stipulated time period.
- 17.4 The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which the Company will suffer on account of delay/breach on the part of Bidder and the said amount shall be payable without proof of actual loss or damage caused by such delay/breach. However, No payments towards the Stand-by day rate and/or Force Majeure day rate shall be payable during this extended period of work.
- 17.5 In case the time delay in mobilization is made up by completing the job execution early by the Contractor, no liquidated damages shall be deducted. Similarly, if the mobilization is completed before scheduled period of mobilization but completion of job execution is delayed, LD shall be applicable only for the period exceeding the total period allowed for mobilization and job completion put together. Further, in case both Mobilization and job completion are delayed, Liquidated Damages shall be applicable for both.
- 17.6 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.
- 17.7 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.
- 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 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 withheld from wages etc.
 - f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
 - g) Damage to another Contractor of Company.
 - h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
 - i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of 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 withheld.

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:**
- 28.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes, (other than personnel and Corporate taxes), duties, the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.
- 28.2 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the contractor's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes /

duties paid on input services / inputs) after the contractual completion/mobilization date will be to COMPANY's account.

- 28.3 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 28.4 Notwithstanding the provision contained in clause 28.1 to 28.2 above, the COMPANY shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor / sub-sub-contractors and Agents etc.
 - ii. Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
 - iii. Other taxes & duties including Customs Duty, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the CONTRACTOR.
- 28.5 In order to ascertain the net impact of the revisions/enactment of various provisions of taxes / duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:
- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and service tax amount.
 - ii. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.
- 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 Bidder, 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 Bidder hereunder shall be made with Reserve Bank of India (RBI)'s approval (if applicable) to Bidder's designated bank through electronic transactions against submission of invoice (s) only. Bank charges, if any, will be on account of the Bidder.

33.3 Bidder shall submit three (3) 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 Bidder 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 Bidder 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 Bidder stating that the labours have been paid not less than minimum wages as applicable.

- 33.6 Bidder shall raise invoice for mobilization charges when field crew is ready at their site, the same are accepted by Company and completion of mobilization is duly certified by Company's representatives for continuation of job execution under the contract. Payment towards Mobilization shall be made as follows:
- (a) A total of 60% amount of the mobilization charges would be released after completion of the mobilization when all personnel, equipment, tools, consumables, accessories, etc. are positioned at the site and certified by the company representative.
 - (b) Remaining 40% amount of the mobilization charges would be paid only after completion of at least a cumulative of 45 GLKM of the total experimental work (2D data acquisition) with minimum of 70% of the planned shots in every ground line kilometer. If the bidder fails to complete the same, bidder shall not be paid this 40% of the mobilization charges.
- 33.7 The Bidder shall raise monthly invoices for the following:
- (a) Data acquired against swaths of 3D seismic survey 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 swath is not completed in a single calendar month, in such case, sq.km 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 Bidder shall raise invoice for payment of one time lump-sum Demobilization Charges, as applicable, upon clearance of all their resources from site and making the site free from all debris/encumbrances. The following documents must also be submitted along with the invoice for 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) Tax clearance certificate from Income Tax Department regarding clearance of dues toward Bidder's tax liabilities, its sub-contractor tax liabilities and towards tax liabilities of its expatriate persons or the other employees.
 - (c) 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 Bidder 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 Bidder 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 21.10 above.
- 33.12 Acceptance by Bidder of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Bidder's rights in respect of any other billing, the payment of which may then or thereafter be due.
- 33.13 Bidder 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 rates in area-I and area-2 wise rates as referred to in PROFORMA-B.
- 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.
- 39.0 **BACKING OUT BY BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the bidder for respective area or the Performance Security is not submitted as per the terms of the contract for respective area within the time specified in the Bid Document, the Bid Security shall then be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.

END OF SECTION – I

PART- 3
SECTION-II
SCOPE OF WORK/TERMS OF
REFERENCE/TECHNICAL SPECIFICATIONS/SPECIAL
CONDITIONS OF CONTRACT

1.0 Introduction:

- 1.1 OIL INDIA LIMITED (**OIL**), a Govt. of India Enterprise herein after called as “The Company” desires to carry out acquisition of 100 Sq.Km 3-D seismic data using state-of-the-art equipment in its Baghjan area (a part of Upper Assam Basin) falls under Tinsukia District of Assam, India. The acquired data must be of good quality (distinct primary reflections from all target horizons) and to have uniform fold at the extent possible, regular offsets & azimuths in all subsurface coverage points (bins). The target formations are from Namsang (2500m depth) to Eocenes (4200m depth). This part establishes the scope and schedule for the work to be performed by the Bidder and describes references to the specifications, instructions, standards and other documents including specifications for any materials, tools or equipment which Bidder shall satisfy or adhere to in the performance of the work.

2.0 Scope of Work:

- 2.1 In general, the entire survey block Baghjan is in a traditional flat area. The survey block (shown in **Fig.1**) has tea-gardens & factories, meandering river & notified Eco-Sensitive Zone (swamp) in the central part and oil & gas production installations. Because of the eco-sensitive zone, certain restrictions (in compliance with Government guidelines towards wildlife protection) like prohibition of placing shot-points and receivers inside the swamp area and bare minimum disturbance to the local environment etc. are required to be complied during the seismic survey operation. To overcome these prevailing surface logistics, the Bidder shall bring all the necessary and appropriate geophysical hardware, supporting ancillary equipment and transport facilities including but not limited to facilities such as boats etc. among others to name a few as may be required in marsh areas, water bodies and riverine zones) required to enable uninterrupted quality driven geophysical activities for covering the diverse topography of the operational areas comprising of villages with dwelling houses, swamps, creeks, rivers, plantations, agricultural lands, sandy river-bed etc. to name a few. The techniques, tools & the seismic data acquisition equipment used to cover inaccessible and eco-sensitive areas (fisheries, swamps, riverine zones etc.) should be of the latest generation and should afford high maneuverability in deployment of the acquisition spread & acquiring high quality seismic data in an eco-friendly manner.
- 2.2 The Bidder shall with their own personnel and equipment carry out Differential Global Positioning System based survey, topographic survey, LVL and Uphole surveys, seismic recording and quality control of 3-D seismic surveys in the Block.
- 2.3 The Bidder shall deploy the equipment, computer hardware and software of state-of-art technology for performing the services referred to in the tender and shall be fully responsible for the execution of seismic data acquisition as per the plan that will be provided by the Company.
- 2.4 The Bidder shall deploy latest generation of seismic data acquisition system with 24 bit delta-sigma technology and facilities of recording minimum 10000 channels per shot record. Bidder must have enough field electronics to lay on the ground so that the

Tendered quantum of work can be completed in scheduled time. The Block co-ordinates (WGS-84) are given in Table below.

Table-1: Coordinates of block

Corner Points	Easting	Northing
A	3271167.00	1100458.00
B	3274999.00	1103379.00
C	3282450.00	1103379.00
D	3282450.00	1094025.00
E	3271167.00	1094025.00

- 2.5 The area of the Block are to be covered by optimal fold data with proper geophysical attributes like bin-size, offset and azimuth distributions between and within bins. For the purpose of the payment, 125 shots are equivalent to coverage of one (01) Sq. Km. The data is desired to be noise free, amplitude preserved with higher bandwidth and AVO & pre-stack inversion friendly. The work component involves minimum 70% of coverage planned shot layout in every swath of 3D data acquisition. Swath shift will not be allowed unless minimum 70% of the swath is covered and acceptable to the Company. The raw field data must be in with normal (SEG) polarity in SEG-D/SEG-Y format.
- 2.6 For survey simulation and updation of acquisition geometries, Bidder shall use any of the industry standard software viz. Geoland, OMNI, MESA Expert etc. Bidder shall engage experienced geophysicist (s) as expert/ consultant to implement the given survey design & acquisition parameters and to supervise the planning of recovery shots.
- 2.7 Company reserves the option to decrease/increase both in terms of time and volume for 3D data acquisition on quantum of work of 100 sq.km by $\pm 25\%$. In case of decrease in quantum, it will be obligatory on the part of the Bidder to carry out the job at the original tender rate, terms & conditions. In case of increase in quantum, the additional job has to be carried out on mutually agreed rates which should not be higher than the original tender rate and the terms & conditions will remain the same as this tender.
- 2.8 The bidder has to make camping and other logistic facilities/arrangements for their field staff, transportation to field site and back. He should also ensure that good HSE policies are followed during field survey strictly. Health and safety of his/her staff is the responsibility of the bidder.

Bidder should follow all statutory norms of Health safety and Environment (HSE).

3.0 Objectives of the Survey:

- 3.1 The Baghjan field was discovered in the last decade. The area has scanty data/data-gap in its larger part because of prevailing difficult surface logistics. A high-resolution 3D seismic is planned with the objectives including:

- For detail delineations of Faults, pinch-out etc. that control compartmentalization of reservoirs

- For identification of new prospects in structural, strati-structural and stratigraphic plays of the formations (from Miocene to Eocene) viz. Tipams (2700m), Barails (3000m) and Eocenes (4200m)
- For redefining/ re-evaluation of present reserves in the producing horizons

3.2 An area of about 100 Sq.Km in & around the Baghjan area in Tinsukia District of Assam, India shall be covered by high-resolution 3D-seismic. The block coordinates are given herewith in Table-1 (para 2.4 above). The acquired seismic data shall have quality seismic gathers with regular folds, offsets and azimuths.

4.0 Brief Geology of the area:

- The Upper Assam Basin is a poly history basin from where hydrocarbons are being produced for more than a century. The first commercial oil discovery of this part of the world came from this basin in the form of Digboi oilfield in 1889. Thereafter, the basin witnessed significant oil and gas discoveries. Exploration work, aimed at different plays, is still continuing in this basin. In present day context, tectonically, the basin can be sub-divided into two parts viz. Assam Shelf fore-land and Thrust fold / Schuppen Belt (Himalayan orogenic belt). The geologic formations in the basin primarily comprise of sand & shale alterations of the sediments from Paleocene/Eocene to Recent age.
- Major formations of this basin are Sylhet group (Eocene), Kopili (Late Eocene - Oligocene), Barail (Oligocene- Miocene), Tipam (Miocene), Girujan (Miocene), Namsang (Pliocene) and Siwalik/Dhekiajuli (Recent). Thickness of these formations varies in N-S direction (i.e. across the basin) whereas the thickness variations are less in NE-SW direction (i.e. in basinal strike direction). Thickness of Girujan, Tipam and Barail is thickening towards south and south-east. These formations have also northward dipping in northern side of the axis of central basement high. Sand developments in these formations are better towards north. Girujan witnessed massive erosion in late Miocene period near central basement high; at places Tipam was also got eroded to some extent. Namsang formation has 'divergent' type depositional pattern and is thickening to towards north and as well as east side of the basin. Siwalik/ Dhekiajuli have gentle beds throughout the basin.
- The regional geologic model in context of basin evolution and its depositional history propounds that the basin was dipping towards south and south-east after collision of Indian plate (Assam Shelf) with Burmese plate and the sediments came primarily from north and northeast. In the late Miocene and Pliocene period, the Indian Plate (northern side of Assam Shelf) docked with Eurasian plate and gradually the basin got tilted towards north and northeast; and in the process the basin was locked from three sides i.e. north, east and south. Depressions were formed due to tilting of the basins. In Late Miocene period, the basin witnessed bulging and formation of basement high at the central part of the basin as a result of collision between Indian and Eurasian Plate. This consequently led to a regional unconformity over Girujan formation and severe erosion thereafter. In later period while the depression was being filled up by sediments to form Namsang formation, gradually the ground level became gentle and sediments started coming towards middle from north, east and south direction and the basin began to go downwards. In the recent times the basin has been receiving sediments almost equally from all sides followed by subsequent subductions and this situation is still being continued.
- The area of the Baghjan 3D-survey block falls in traditionally flat area in foreland part in vicinity of River Brahmaputra in Upper Assam Basin. The survey block & surrounding area are in prolific hydrocarbon bearing province of the basin. In survey

block area has all the major hydrocarbon bearing formations viz. Tipam (2700-2900m), Barails (2900-3200m) and Eocenes (3900-4200m). The area has structural, strati-structural and stratigraphic plays. The formations have gentle dip i.e. 10-15 degree. Major production comes from structural plays which are associated to faulted Anticlines and Horst & Grabens. The survey block covers the Baghjan & Barekuri field; both fields were discovered in the last decade.

5.0 Description of Detailed Work:

5.1 Topographical Survey

5.1.1 **Fixing of Reference Points:** Before starting the survey on the proposed blocks, the Bidder shall fix adequate number of bench marks / reference points at different locations around the blocks, as asked by the Company, using Differential GPS methods/techniques by deploying state-of-the-art Differential Global Positioning System (DGPS) with L1 and L2 modes.

5.1.2 **Survey Equipment and Topographic Survey Standards:** The Company and the Bidder shall determine the proposed location of the DGPS surveying control points/network prior to their placement in the field on the pre-plan Base map of the areas of operation. The proposed locations need to be identified by the Bidder on the ground and shown to the company authorized representatives. The DGPS control point sites ultimately chosen thereof and approved by the company shall be suitably cleared by the Bidder to allow a clear, unobstructed view of the sky for good satellite signal reception. These points will be established by simultaneous Static Differential GPS observations and shall be post processed at the Base Camp using industry standard software. The points observed in the field having data pairs with individual Geometric Dilution of Precision greater than 4 or where two satellites occupy the same quadrant in the sky, or where the satellite elevations are less than 15° from the horizontal shall not be regarded as “good fixes” and should be rejected before data reduction. The reference points established should be sufficiently monumented / archived as permanent structures. Such labeling has to be certified by the company representatives. The Bidder will also fix bench marks/ reference pillars along roads for tying up during surveying. These bench marks may be fixed using DGPS (using L1 and L2 modes).

i) Accuracies

The survey error

- a) should not exceed 0.1% in 1000m (Horizontal)
- b) should not exceed 10 cms for surface elevation (vertical)
- c) and bearing +or- 2 seconds

ii) Relative Position Accuracy

- a) Angular Error: 1' between the control points at 500m to 700m
- b) Linear error: 30 cm - 40 cm

iii) Levelling

main loop error shall not exceed $0.025m \cdot K$, where K is the loop distance in kilometers, which is an error of 25cm/Km

iv) Spheroid: WGS 84

5.1.3 The Bidder shall carry out control survey of pillars and picket point implantation using DGPS RTK-GPS techniques as generally done for 2D/3D seismic survey for oil & gas exploration with accuracy better than 0.025m in height and 1:1000 scales. The Bidder must supply accurate co-ordinates (WGS-84 and Lambert Conformal Conic) of these

points along with necessary diagrams for locating the same in future. The transformation of the co-ordinates from the WGS84 Datum to the local Datum shall be meticulously tested by the Bidder using a set of co-ordinates provided on both the geodetic systems, by the Company. Geoidal elevation required for conversion from WGS84 Datum to Local datum shall be computed by the Bidder using appropriate geoidal model. The geoidal model used and all the relevant details that specify its effectiveness shall be provided to the Company. The digital elevation model of the benchmarks /reference points established should be constructed and provided to the company.

5.1.4 In total about 50 nos. of reference points are required to be fixed covering the Block and the surrounding areas. The Bidder shall fix additional benchmarks / reference points, if required. The exact number of points over and above the minimum and their locations will be decided by the Company.

5.1.5 For all the reference points described from 5.1.1 to 5.1.4 above, pillars with proper engravings are need to be fixed in such a way that they serve as permanent bench marks with proper engravings. The permanent bench marks shall consist of concrete pillar and M.S rod, 10 centimeters in diameter with the name of the reference point (e.g. BGN-OIL-100) clearly welded at the top in character 7.5 centimeters high. The pillars should be firmly fixed (set in concrete mixed with a minimum of one half sack of cement per benchmark) to a depth of 3^{1/2} feet in to the ground with concrete cement. The pillar should be of sufficient length in order that it remains secure and visible for an indeterminable period and has 1.5 meters above the water or ground-level. The permanent benchmark shall be painted in red with its number outlined in white paint. The permanent bench mark shall have 30 centimeters cross bars at the bottom to avoid being pulled out. The Bidder is responsible for the manufacture and construction of these permanent bench marks and for ensuring that duplicate and/or missing permanent bench mark number do not occur.

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

5.2 Seismic Survey:

5.2.1 **Data Acquisition Strategy:** The proposed survey block area has difficult surface logistics that pose serious challenges to successful data acquisition program. Shot-holes and layout of receivers are not allowed inside the swamp (notified Eco-sensitive zone) and its close periphery, and this leads to low fold and missing offsets for the bins of subsurface coverage in the affected area. Further, repeated shots are not advisable as per ground situation. Therefore, in order compensate the fold and the missing offsets, more nos. channels (5462 channels and 24 lines operations) need to be deployed for each shot near the swamp and the river-bank area, and this area is demarcated as **Area-2** in the map (**Fig.3** refers). The rest of the area within the survey block is demarcated as **Area-1** (**Fig.3** refers) wherein, relatively lesser nos. of channels (4160 channels per shot) is required. The survey acquisition geometry & survey design for the Area-1 and Area-2 are given in **Table-2** and **Table-3** respectively.

Table-2 (Acquisition Geometry & parameters for the **Area-1**)

Sl. No.	Parameters	Values/description
1	Geometry	Orthogonal
2	Receiver Interval (RI)	30m
3	Shot-point interval (SI)	30m

4	Receiver line interval (RLI)	360m
5	Shot-line interval (SLI)	360m
6	Nos. of Recv. Line in the Swath	16
7	In-line offset	3900m
8	X-line offset	3000m
9	Nos. of receivers in a line	260
10	Swath roll	Single line roll, swath centered shooting
11	Source type	Shot-holes
12	Total nos. of Channels (receiver) in the recording spread (template)	4160
13	Shot-hole depth	18-20 m
14	Recv. Line Orientation	North-South
16	Data Recording	Real Time data recording
17	Receivers	Analog, All the receivers used in the survey should be of same specifications and same make as per the description provided in Appendix-III

Table-3 (Acquisition Geometry & parameters for the **Area-2**)

Sl. No.	Parameters	Values/description
1.	Geometry	Orthogonal
2.	Receiver Interval (RI)	30m
3.	Shot-point interval (SI)	30m
4.	Receiver line interval (RLI)	360m
5.	Shot-line interval (SLI)	360m
6.	Nos. of Recv. Line in the Swath	24 (16 lines + 8 lines) wherein 260 channels for 16 lines each and 162 channels for 8 lines each
7.	In-line offset	3900m
8.	X-line offset	3000m
9.	Nos. of receivers in a line	260
10.	Swath roll	Single line roll, swath centered shooting
11.	Source type	Shot-holes
12.	Total nos. of Channels (receiver) in the recording spread (template)	5462
13.	Shot-hole depth	18-20m
14.	Recv. Line Orientation	North-South
15.	Data Recording	Real Time data recording
16.	Data Sampling Interval	2 ms
17.	Record Length	6 sec
18.	Receivers	Analog, All the receivers used in the survey should be of same specifications and same make as per the description provided in Appendix-III

5.2.2 Bidder shall do data recording operation swath wise in the survey block starting from its western end. While doing recording of shots in a swath, some shots may fall under Area-1 and some may be in Area-2 depending upon the swath's configuration (**Fig.4** refers). Bidder shall get payment based on recorded shots' geographic positions in the Area-1 and Area-2 as per the rates stipulated in the tender.

5.3 **ENERGY SOURCE:** Contractor shall use **explosives** as energy source for data acquisition in land, marshy land/swamps, 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
- d) The quantity of explosives to be used per shot/shot hole, depth & type of shot hole, drilling requirement will be finalized in consultation with Company's onsite representative and the same will be binding on the Contractor.

5.3.1 **EXPLOSIVES AND DETONATORS:**

(a) Contractor 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-V**.

(b) Contractor 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) **The Contractor shall quote for unit price of explosives and Detonators on all inclusive for destination (working site) basis, considering the minimum consumption as mentioned below:**

Explosive(Kgs.)	Detonator(Nos.)
50000	60000

(d) 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.

(e) 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.

(f) 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.

(g) **Charge size: 2.5 kg per hole.**

(h) 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.

(i) 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.

- (j) Contractor shall make necessary security arrangements to guard the loaded shot holes till they are blasted.

5.4 SHOT HOLE DRILLING:

- (a) Average estimated Optimum depth for Shot hole drilling in respective area is 18-20m.
- (b) **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.
- (c) The Contractor is advised for a thorough reconnaissance of the 3D block to get fully acquainted with details of surface topographic features, local geology/subsurface formations, accessibility/approach/slope & in inaccessible areas.
- (e) The proposed 3D block in the area is extending through river catchment area, alluvial covered plain lands to undulating topography.
- (f) 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.
- (g) Blasted shot holes and pits shall be filled with earth immediately after firing of shots.
- (h) 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.
- (i) 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 person 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.
- (j) 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 and to minimize the sound pollution in and around eco-sensitive zone.

5.5 RECEIVERS:

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

- (b) Contractor shall use **geophones** 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).
- (c) The **geophones** must be fully compatible with seismic data acquisition system **(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: Geophones** 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: Geophones** 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 Plantation:**
 - Each **geophones** shall be planted firmly in to achieve good coupling with the earth and proper vertical positioning. Artificially filled earth / vegetation etc. shall be avoided as far as possible.
 - **Geophones** 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.

5.6 **RECORDING EQUIPMENT:**

Contractor will deploy latest state-of-art 24 bit 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 area mentioned above.

The equipment should be able to provide real time Quality control monitoring of recorded data from different source and receivers as selected.

5.7 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 which shall be evenly distributed within the survey block.
- 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 40 m for Area-1 and Area-2. However for terrain specific cases the same will be finalized with consultation with Company representative.
- g. 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.
- h. **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.
- i. In case, LVL/Uphole falls in water/marsh, the LVL/Uphole shall be taken at the nearest shot point on the land or as desired by Company.
- j. The LVL/Uphole interval may be mutually changed by Company and Contractor depending on the requirements. Any change in LVL/Uphole position must be approved by Company representative.
- k. The statics data has to be provided in CD/DVD 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.
- l. The Uphole/LVL survey should be planned ahead of shooting so that the same should be available for quality control during recording.
- m. 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.

5.8 QC PROCESSING SYSTEM:

- 5.8.1 Contractor shall provide industry standard seismic data quality control system to monitor seismic coverage and overall seismic and positioning data quality. The system should have capability to generate the maps of the acquisition attributes viz, foldage, offset distribution, azimuth distribution etc.
- 5.8.2 Contractor shall be required to undertake QC processing of the acquired 2D/3D data for quality check of the acquired data. 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.
- 5.8.3 **Contractor shall provide facility for playing back the recorded data, to facilitate offline QC of seismic and survey data.**

6.0 EQUIPMENT & PERSONNEL:

- 6.1 Contractor shall deploy for latest state-of-the-art equipment, with compatible accessories to carry out the work under this contract. Contractor must mobilize the same 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.**
- 6.2 Contractor shall arrange to mobilize all materials available indigenously not limited to items such as generators, bunkhouses, tents, office equipment etc. in addition to deploy sufficient number of drilling crews in order to maintain optimum progress to achieve project target within stipulated time.
- 6.3 Contractor shall carry, use and provide 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.
- 6.4 Contractor shall engage and deploy 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-I** in carrying out similar jobs.
- 6.5 Contractor must submit detail bio-data of all key personnel to be deployed by them 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.
- 6.6 Contractor shall undertake to deploy all the unskilled labors required for this job from in and around the area of operation.

- 6.7 The equipment/key personnel to be engaged by the Contractor should be capable of maintaining optimum recording/shooting progress.
- 6.8 The Bidder shall supply all personnel, experts, labourers, equipment and facilities necessary for the successful completion of the work and fulfillment of the given production guarantee. However, minimum requirement of personnel and equipment are listed vide **Annexure - I & Annexure-II**.
- 6.9 The QC processing work needs to be supervised by experienced processing geophysicists. He/ she should have in-depth knowledge in land 3D data processing and should have at least 5 yrs experience in land 3D seismic data processing
- 7.0 **Communication Equipment & Licenses:** Contractor shall be fully equipped for requisite numbers of communication device for field operation as well as communication with base camp. 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.
- 8.0 **METHOD OF WORK:**
- 8.1 As the situations demand in the survey area, the tendered 3D survey operation should have the barest minimum impact on the sensitive environment and the localities. Placing of shot-points and receivers inside the swamp (eco-sensitive zone) and crossing of cables over the swamp are not allowed. Therefore, the **Bidder shall deploy the state-of-art data acquisition system (either Line Telemetry or Hybrid System or Radio Telemetry) with real time recording capability** to cover inaccessible areas and to afford high maneuverability in deployment of the acquisition spread in & around the swamp area in the survey block. The deployed seismic data acquisition equipment shall be with delta-sigma technology **(as given in Annexure II)**.
- 8.2 The Bidder shall use the data acquisition parameters as stipulated in **Table-2** and **Table-3**. Bidder shall do the recording of shots swath wise. There will be single line swath roll while recording.
- 8.3 Company would prefer a single hole of 18-20m (loading depth as the case may be) than a pattern hole of 3 holes. Pattern holes will be allowed only if single hole of 18-20m is not possible due to subsurface conditions and the company representative is convinced. However, the same will be decided by company representative.
- 8.4 Bidder must visit the area of operation prior to bidding for being fully aware and to understand the topography, job involvement and logistics including but not limited to environmental issues.
- 8.5 The Bidder shall carry out line survey using latest equipment such as DGPS, total stations with an accuracy of 0.025m or less from planned positions. The survey tolerance has to be checked (based on line diagram and digital data provided by the Bidder), agreed upon and approved by Company prior to commencement of shooting of each swath. Any resurvey work, if required, will be carried out at Bidder's own cost.
- 8.6 The Bidder shall carry out shallow refraction or LVL and Uphole surveys in acquisition area along trace lines. The LVL survey should be done at a rate of one in every 500m area where as the Up-hole surveys are to be done at a rate of one in one sq.km area along the trace lines in the normal areas including the water covered areas upto 2 m water depth. The Up-hole survey should be carried out up to a depth of about 30

meters. The LVL/ Uphole recording equipment should be capable of recording a minimum of 24 channels with 0.1ms sampling interval. In areas where the surface logistic does not allow shooting LVL/ Uphole profile at the specified location, the Bidder will attempt to recover the same from a closest possible location.

- 8.7 The Bidder shall carry out interpretation of LVL and Uphole data and subsequent computation of statics. The tomography-based technique should also be used for the interpretation of LVL and Uphole data.
- 8.8 **Data QC through Field Data Processing System:** The acquired data volume shall have more or less uniform fold and to maintain regular offsets & azimuth in the bins throughout the entire survey block to achieve the geological/geophysical objective of the survey. Recovery shots shall be taken for maintaining regularity in offsets & azimuths and to compensate short-fall of fold.
- 8.8.1 For **QC** purpose, every day, the acquired data shall be added the main data volume for its updation and for processing in order to know the short-fall of fold and missing offsets & azimuths in subsurface coverage points (bins).
- 8.8.2 The Bidder shall deploy Field QC Processing system with advanced processing software. Bidder shall show the processed CDP/ CMP gathers of updated data volume to OIL representatives to let them be apprised that, the missing offsets & azimuths and short-fall of fold are compensated. OIL representative will certify the compensation of missing offsets & azimuths and folds.
- 8.8.3 Recovery shots shall be planned by the Bidder everyday analysing the short-fall of folds, missing offsets & azimuths.
- 8.8.4 **Data quality & acceptability of the raw shots:** In the survey area, the subsurface rock layer boundaries have good reflectivity. Shot records should contain visible distinct primary reflections from the shallowest horizon to the deepest horizon.
- 8.8.5 Raw shots with more than **2% of dead** channels and consecutive four dead (except the surface logistical problem) traces would be rejected. Bidder needs to take fresh shot as replacements. Regarding quality of the data, details are given in para 15.0.
- 9.0 **Contract Period:**
- 9.1 The contract period for acquiring and submission of reports with relevant maps for 100 Sq.Km of 3D data in the Block shall be of **14 months** out of which 8 months for operation which includes final report preparation. The area wherein the work is planned have monsoon period generally from May to October. The acquisition work, if any, will be required to be suspended during monsoon breaks. During the monsoon break, the Bidder will have to keep their equipment and a minimum manpower (to be decided by the Bidder) in the camp for safe keeping of their equipment, tools etc. No stand-by or any separate charges will be payable by OIL during monsoon break to the Bidder. The entire watch & ward services during this period will be at the Bidder's cost & responsibility.
- 9.2 Contractor shall mobilize seismic acquisition crew along with requisite equipment & accessories to be deployed for successful completion of the entire assigned survey work within **eight (08) Operating Months** 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 block/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. The SPS files/SP coordinates may be provided to Contractor, if required.

- 9.3 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 & crew at the 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.
- 9.4 Seismic data acquisition work **shall remain suspended during the monsoon period, which prevails generally from May 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.**
- 9.5 The period of contract referred to in para 9.1 above are inclusive of Monsoon period, national holidays, bad weather days, camp shift days and production loss due to equipment failure or any other reasons under Bidder's control.
- 9.6 Bidder shall put all-out effort to complete the entire work of 100 sq.km data acquisition in Fourteen (14) months from the date of commencement of work including the monsoon break. Bidder shall acquire 70% of planned shots which are accepted by OIL in every Shot line (Salvo) of the swath as minimum requirement to proceed for data acquisition in next swath. If the bidder is unable to complete the schedule work within the stipulated time period, the bidder may be allowed to work to complete the remaining job in an additional period, not exceeding three operating months, however, the payment of such volume of job will be made at the rate of 90% of the actual quoted per sq.km rate.
- 9.7 In case, the Bidder fails to complete the tendered volume of work in 14 (Fourteen) months, no payment towards the stand-by charges & Force Majeure will be made during this extended period.
- 10.0 **Start of Work:**
- 10.1 The Bidder must complete mobilization and commence work within **90** days from the date of issue of LOA by Company. Company prefers that Bidder will mobilize all the survey equipment within **60** days from the date of issue of LOA, so that initial survey work can be taken at an early date, immediate to LOA. This will help the Bidder to commence shooting operation immediately after the entire mobilization is completed in **90** days. The period for the completion of the Mobilization job will be counted from the date of issue of LOA.
- 10.2 The bidder shall carryout experimental work before commencing actual 3D data acquisition operations. Twenty days of experimental work shall be conducted to acquire 60 GLKM of 2D seismic data to know the factors affecting data quality and for assessment of probable logistical problems that may come up during the intended 3D data acquisition. Total duration of the experimental work is maximum 20 days excluding National and Local holidays. The bidder will not be allowed to start 3D

seismic data acquisition unless at least 45 GLKM of the total planned experimental work (2D data acquisition) gets complete with recording of minimum of 70% (~17 shots) of the planned shots in every ground line kilometer.

11.0 **Experimental Work:**

- 11.1 The experimental work is meant for acquisition of around 60.00 GLKM of 2D data acquisition in order to know the data quality and for assessment of probable logistical problems that may come up during the intended 3D data acquisition. The parameters of the 2D acquisition are given in the Table-4. **Fig.2** refers the map showing positions of the 2D-lines within the survey block, and the data acquisition is to be done as per the priority of 2D-lines given by the Company during acquisition. Total duration of the experimental work is maximum **20** days, and this duration is for **20** days at a continuation except the National and Local holidays within; there will be no standby or force majeure. Bidder shall submit data along with detailed report on the completion of entire experimental work. The Company will give its views within 24 hours of the receipt of the report on experimental shooting. The seismic production shooting (i.e. 3D data acquisition) will not start unless the Company is satisfied with the results of experimental work (2D data acquisition).

Table-4: Acquisition parameters of 2D-seismic lines under experimental survey

Sl.No.	Parameters	Values
1	Spread	Split Spread
2	Receiver Interval (RI)	40m
3	Shot Interval(SI)	40m
4	Shot-hole depth	18-20m
5	Nos. of channels per shot (i.e. in live spread)	222
6	Near Offset	20m
7	Far Offset	4420m
8	Fold (Nominal)	111
9	Data Sampling Interval	2 ms
10	Record Length	6 sec

- 11.2 Bidder shall acquire daily at least 4.00 GLKM with a fold (within $\pm 30\%$ variation of the nominal fold), only then, full payment of the day (i.e. the per day rate as stipulated in the tender) shall be made to the Bidder, otherwise payment would be on pro-rata basis (of the per day rate) depending upon the quantum of GLKM (within $\pm 30\%$ variation of the nominal fold) acquired in the day.

12.0 **Data / Cartridge Liability**

- 12.1 The bidder shall provide all the data as per the format & media as mentioned in **Appendix – IV**. Additionally the seismic data recorded in the operational area should compulsorily be copied /recorded offline on a continual basis at the Base camp using a standard copying software (data integrity must be maintained during copying) on one number of Network Attached Storage (NAS) Devices or equivalent with RAID 1 configuration.
- 12.2 Bidder shall be solely responsible for quality, loss or damage due to any reason including fire, theft, etc. of any documents / cartridge / soft copies and other important documents / CDs etc. pertaining to the tender while in their custody or control. In the event of such loss, the Bidder shall be responsible to redress / re-shoot the loss entirely at his own cost. However the decision on the modalities to re-shoot / redress against such losses shall be entirely at the discretion of Company. The Bidder shall use

original, high quality, high durability; error free data 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. It should be ensured that the integrity of the data copied / recorded offline on the NAS storage devices is preserved and checked for the entire volume of data.

13.0 Deliverables and Schedule of Performance:

- 13.1 Bidder shall maintain all their equipment in perfect working condition and submit daily, weekly and monthly reports of the performance of the equipment to the Company. The Bidder shall have the facility to process, generate and provide performance report of the equipment at site. Bidder will provide monthly performance tests in cartridges for QC. If the Company's authorized representative is not satisfied with the report submitted and performance of the equipment, the Bidder shall suspend the operations till the Company's representative is satisfied with the performance of the equipment. No payment shall accrue to the Bidder during the period the work is suspended as aforesaid.
- 13.2 If the Company representative finds that the quality of the data is not in accordance with the stipulation in the agreement then, he/she may instruct the Bidder for re-shooting. Re-shooting cost would be entirely to the Bidder's account.
- 13.3 Every day after completion of shooting, the Bidder will provide necessary plots, data of fold diagram, offset and azimuth distribution to the Company representative resulting from day's shooting. In case of skip shots points, the Bidder shall make plan for appropriate recovery shots towards recovering the loss of geophysical attributes. The Bidder will put all out effort to take recovery for each shot skipped at the nearest possible point. Any skip of shot, which is not recovered & not certified by Company representative, will be re-shot by the Bidder at its own cost. The Company representative must be satisfied with the action taken in case of anomalies. The production shooting for the day will only start after the Company representative is satisfied with these results.
- 13.4 Regarding progress of the field work, Contractor shall compile all 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

13.5 Contractor will submit/deliver the recorded data along with all the relevant data as mentioned in **APPENDIX-IV** to 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

13.6 Contractor must ensure that the copies of the all the data are not transported in the same vehicle and delivered to OIL.

13.7 **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 fifteen (15) 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

13.8 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 fifteen (15) days of receipt of the draft report incorporating Company's views/suggestions on the draft report. Report must include :

- Topographical survey Methodology.
- Parameters used in the Survey
- Equipment used in the Topographical Survey
- Personnel involved in the Topographical survey.
- Methodology and parameters used for co-ordinate transformation.
- Network Survey.
- Quality control measures for the Topographic Survey.
- Statistics of the Topographic Survey.
- Statistics of all the reference pillars/control points which were fixed/used during the course of the Survey.
- Line sketches
- Sketch diagram of all the reference pillars and control points.
- Base Map, LVL Location map, Up-hole Location map, Reference pillar map (1:50,000 scale).
- Conclusions and Recommendations.

13.9 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 fifteen (15) 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 Location Map, 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

14.0 Quality of Work:

- 14.1 Bidder shall carry out the services in a fully professional manner and warrant that the information produced shall be of a quality acceptable to the Company. Should the information produced be of a quality not acceptable to the Company, the Bidder will undertake to re-perform that part of the services causing dissatisfaction at their own expenses. Company's standard for the performance shall be as per by the IAGC standard.
- 14.2 Contractor shall acquire 'Quality 3D data'. Here, 'Quality 3D data' means at least 70% of the planned shots (Fig.3 refers) in every swath and in every shot line need to be acquired/recorded. Bidder shall acquire 70% of planned shots in every Shot line (Salvo) of the swath as the minimum requirement to proceed for data acquisition in next swath provided those shots are acceptable to the company. If the bidder is unable to complete the schedule work within the stipulated time period, the bidder may be allowed to work to complete the remaining job in an additional period, not exceeding three operating months, however, the payment of such volume of job will be made at the rate of 90% of the actual quoted per sq.km rate.
- 14.3 Company reserves the right, before commencement of data acquisition, to inspect and approve Bidder's equipment after it is completely assembled and ready for work.
- 14.4 Company also reserves its rights to inspect the Bidder's equipment at any time during operation. Any equipment found short/defective shall be replaced within the shortest possible time but not later than six weeks without disruption of the work assigned under the tender. No extension will be granted in the tender on these grounds. Any equipment found defective or unserviceable more than two times during the tenure of the tender will be replaced by the Bidder forthwith at their own cost. The time for replacement shall not be more than six weeks from the date of default identified by the Company. No payment will be made if operations have to be suspended on account of non-availability of equipment.
- 14.5 Company reserves the right to examine status report of the Field QC Processing System before commencement of work. The work will start only when the Company representatives are satisfied with the same.

15.0 Bad Records:

15.1 The field records will be as per SEG standard Polarity with the following will be considered as bad records:

- Record with dead traces more than two percent more than ten percent of total number of traces in each record.
- Inconsistent Polarity
- Records containing more than two consecutive noisy/ dead trace will be considered as bad records.
- Record with sync error.
- Record with parity error(s).
- Record with appreciable cross-feed, leakage and spread noise.

15.2 If the signal- to-noise ratio is not acceptable due to poor loading depth or otherwise which is under control of the Bidder, the same shall be re-shot by the Bidders.

15.3 Records defined in para 15.1 to 15.2 herein above shall be considered as bad records and the Bidder shall re-shoot such bad records. Re-shooting cost would be entirely to the Bidder's account.

16.0 PROTECTION OF ENVIRONMENT:

16.1 In performance of the Tender during the seismic survey operation, the Bidder 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.

16.2 The Bidder 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 affects 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

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

17.0 Bidder's Obligation:

17.1 **SECURITY:** Proper Security in the camps / explosive magazine sites, transportation in field / loading and all related field / spread operation shall be arranged by the Bidder at its own cost.

17.1.1 Accommodation, transportation to field site/camps and other necessary camp amenities, wages/salaries etc. for the security personnel deployed by Bidder for its camps/explosives magazine sites etc. shall be the responsibility of the Bidder at its own cost.

- 17.1.2 It shall be the sole and single responsibility of the Bidder for the implementation and execution of the tender and that the Bidder shall also be liable for the work carried out by any of its assignee(s)/agent(s)/Bidder(s)/sub-Bidder(s). The appointment of an agent or sub-Bidder shall not in any way dilute the obligation/responsibility of the Bidder towards Oil India Ltd. in any manner.
- 17.2 **EXPLOSIVES AND DETONATORS:** Contractor 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-V**. The Bidder has its responsibility to arrange at its own cost the necessary permit / license to store/transport and use explosives and detonators. Bidder shall arrange at its own cost explosive & detonator transport facility (explosive carrying vehicle approved by Explosive Controller, Govt. of India) as per country's industry law and practices. Bidder 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.
- 17.3 Bidder at their own cost shall arrange the clearance of all equipment, spare parts, consumable, etc. from customs and port authorities in India. Company will provide all reasonable assistance but the responsibility for clearance will rest with the Bidder. Any demurrage in this process will be at Bidder's cost. Bidder shall arrange for inland transportation of all equipment, etc. from the port to the place of work and back at the end of the work at their own expenses. Arrangement of Road Permits and payment of West Bengal and Assam Entry Tax / VAT etc., wherever applicable, for bringing Bidder's equipment / material to Work place shall be Bidder's responsibility.
- 17.4 Bidder shall arrange at their own cost all consumables & spares including papers, photographic materials, magnetic tapes/ cartridges, loading poles, cap wires and all other consumables and spares needed for the work and shall carry sufficient stocks of these for uninterrupted operation.
- 17.5 Bidder shall use cartridge tapes tested for zero error. Bidder shall maintain proper accounts of the consumption of explosives and detonators and shall submit daily, weekly and monthly consumption/ stock statements to the Company. All the field tapes / cartridges of experimental data (both hard & soft copies) will be provided to Company at no extra cost.
- 17.6 Bidder shall arrange both lodging and boarding facilities along with internet and telephone connection for three Company Geophysicists/Representatives at no extra cost at campsite during data acquisition phase. The camp facilities to the Company's representatives shall be at par with their senior most expatriate staff.
- 17.7 Bidder shall arrange three air conditioned vehicles with all safety features exclusively for use of Company representatives with driver, fuel, maintenance, repairs, etc. at their own cost during the contractual period.
- 17.8 During data acquisition, Bidder shall ensure minimum 8 working hours work on each working day excluding travel time. Two days in a calendar month are allowed for maintenance of equipment, if desired, by the Bidder, but no payment will be due for the same and this cannot be carried forwarded to next months.
- 17.9 Bidder shall keep all their equipment and accessories used in seismic data acquisition in good working order and shall begin the survey with adequate supply of spares for the equipment.

- 17.10 The Bidder shall arrange drinking water (mineral water) for daily use and its transportation to camp/site at their cost for OIL's representatives.
- 17.11 In case the Bidder imports the equipment etc. on re-export basis, the Bidder shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the tender period) and complete all documentation required. Company will issue necessary certificates etc. as required.
- 17.12 Any other works required for efficient and successful execution of work shall be carried out by the Bidder except those enumerated under the obligations of the Company defined below.
- 17.13 Bidder should provide the list of items to be imported in the specified format. **Customs duty may not be applicable in this instant as the Block is part of ML (Mining Lease) area.** However, the Bidder has to submit the value of the items as specified (the hardware and software should be shown separately) in Proforma –A to the Company. Customs duty on any items in addition to above will have to be borne by the Bidder. However, the Bidder will submit the undisputed and clear necessary documents/duty assessment papers to Company for any such additional items imported under this tender.
- 17.14 The Bidder should arrange for re-export of equipment within 60 days of notice of demobilization issued by the Company/ completion of Work.
- 17.15 The Bidder should use latest versions of all software packages during the period of the tender. All the necessary Radio licenses for shooting, communication etc. will be obtained by the Bidder. However, the company will provide all reasonable administrative helps/letters.
- 17.16 The Bidder 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, valid e-mail and passport details of the person.
- 17.17 The Bidder's expatriate and technical personnel must have thorough knowledge of writing & speaking English language.
- 17.18 The Bidder's personnel must be sound enough to provide the above services in international standard, failing which Company reserves the right to ask for removal of any Bidder's personnel with 24 hours' notice.
- 17.19 Any other work required for the efficient and successful execution of work shall be carried out by the Bidder except those enumerated under the obligation of the Company defined in para 17. Bidder will also provide Company accurate position of existing oil and gas wells in the block.
- 17.20 Bidder shall pay compensation against all claims but not limited to for the loss or damage to standing crops (if any), life/land/property etc. resulting from operations under this Tender. Payment of claims for such loss/damage resulting from negligent operations by Bidder's personnel, if any, will also be on Bidder's account. Any production/time losses on account of compensation related issues will be the sole responsibility of the Bidder. After completion of data acquisition, Bidder 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. Bidder will also furnish undertaking to address any compliant/grievance received by Company within one year of completion

of the survey. Bidder must comply with all local, state and central government guidelines for the payment of the compensation, if any.

- 17.21 Necessary permissions/clearances from the Govt. authorities for carrying out seismic surveys within the block will be obtained by the company.
- 17.22 The main recording equipment should be housed in a properly insulated, air-conditioned cabin, mounted on an eco-friendly truck. The truck should be capable of moving in difficult terrains.
- 17.23 Security of fly camps, Bidder's equipment etc. will be the responsibility of the Bidder. Bidder will provide accommodation, transportation, uniform with safety gadgets and other facilities to security personnel for providing security of the base camp and explosives during field operations.
- 17.24 The explosives vans and explosive jeeps of the Bidder should be as per the industry standard and certified by the competent explosive authorities concerning the area of operation. The Bidder should have personnel with proper shot firer license certified by the Chief Controller of Explosives, India, for all aspects of seismic survey operations dealing with explosives.

18.0 Company's Obligation:

- 18.1 Company shall be responsible for Lease (ML) area for carrying out survey. Administrative help will be provided by Company for radio frequency clearance and permits for the expatriates required for the operations. However, the Bidder shall make available the required details of the expatriates for their permits, well in time.
- 18.2 The Bidder has its responsibility to arrange at its own cost the necessary procure/ permit / license to transport, storage and use explosives and detonators.
- 18.3 Bidder shall, however, arrange clearance of all items from customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/ charges, port fees, clearing and forwarding agent fees/ charges, inland transport charges, etc. Company shall provide all reasonable assistance by issuance of necessary letter of authority or other relevant documents and necessary help.
- 18.4 The Company shall provide, if required, all relevant documents for clearance from Govt. of India or States or their departments or undertakings and will extend all assistance and necessary help to the Bidder. The Bidder will give Company 45 days advance intimation for providing import license and clear 10 working days for providing essentiality certificate (EC from Directorate General of Hydrocarbons, NOIDA, India) provided all the documents submitted by the Bidder are in order. Any consequence due to delay will be to Company's account.
- 18.5 Company shall organize all possible help from local Government/ Administration to Bidder's personnel and equipment in case of natural disaster, civil disturbances and epidemics.

END OF SECTION-II

PART-3
SECTION-III
SCHEDULE OF RATES

The rates as indicated in **PROFORMA-B** will be guided by the following; however, 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 3D SEISMIC DATA ACQUISITION

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.
- 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 personnel, equipment, tools, consumables, accessories, etc. are positioned at the site ready for data acquisition as certified by the company representative.
- v) A total of 60% amount of the mobilization charges would be released after completion of the mobilization as certified by the company representative.
- vi) Remaining 40% amount of the mobilization charges would be paid only after acquisition of at least 70% of the total experimental work (2D data acquisition) with minimum of 70% of the planned shots in every ground line kilometer. If the bidder fails to complete the same bidder, will not be paid the remaining 40% of the mobilization charges.
- vii) 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 SQUARE KM (SQKM) OF DATA ACQUISITION:

The Contractor shall be paid the Operating Charges for 3D Data Acquisition in Area 1 & Area 2 only on per SQKM 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 SQKM is defined as follows:

1.00 SQKM = 125 shots (3D data acquisition)

However, Bidder shall raise monthly invoices for data acquired against swath/s of 3D seismic survey 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 swath is not completed in a single calendar month, in such case, SqKm 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.

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.

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. Compensation towards 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 40 mtrs, data recorded, all related stationery/media of recording, field set ups and data analysis/interpretation and submitted to Company during the month. In case, the logged depth will be less than 40 mtrs, then the payment will be made on prorate 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.

5.0 CHARGES FOR EXPERIMENTAL WORK:

- i) The experimental work is meant for acquisition of around 60.00 GLKM of 2D data acquisition in order to know the data quality and for assessment of probable logistical problems that may come up during the intended 3D data acquisition. The data

acquisition is to be done as per the priority of 2D-lines given by the Company during acquisition.

- ii) Total duration of the experimental work is maximum **20** days, and this duration is for **20** days at a continuation except the National and Local holidays within; there will be no standby or force majeure.
- iii) Experimental Charges will be paid per day rates quoted to the contractor. Bidder shall acquire daily at least 4.00 GLKM with a fold, only then, full payment of the day (i.e. the per day rate as stipulated in the tender) shall be made to the Bidder, otherwise payment would be on pro-rata basis (of the per day rate) depending upon the quantum of GLKM acquired in the day.
- iv) Operating Charges should include all the charges for the following:
 - a. All equipment/accessories required for Survey/Shooting
 - b. Reports/ maps/records generation & submission,
 - c. Cost of fuel
 - d. Spares and preventive maintenance of all necessary equipment
 - e. To and fro transportation, repair/maintenance of support infrastructure,
 - f. Salary/Medical/Travel of Contractor's personnel, hire of any support infrastructure/consultant,
 - g. All line survey, fixing of crossing pillars/bench marks/ survey pegs/ paints, line laying & maintenance,
 - h. Shot-hole drilling, shot hole casing,
 - i. Shot hole drilling fluids/chemicals/mud additives,
 - j. Procurement , transport, storage and security of explosive & detonator
 - k. Field transport/handling including shot hole loading & blasting
 - l. Base camp & other operation related management/ maintenance
 - m. HSE measures in camp and for crew members during field operation
 - n. Compensation towards damages caused to crops/life & properties in operational area
 - o. Filling of drilled holes/created craters etc. and
 - p. Other day to day operational requirement not specified hereof.
 - q. QC Processing including static computation

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 ten (10) consecutive days, pursuant to clause No. 11.0 of General Terms & Conditions (GCC). 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 60 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-II, 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) **Equipment Calibration test failure**
- c) **Non- compliance of quality standards**
- d) **Non-availability of adequate manpower**
- e) **National Holidays**
- f) **Unrest of Contractor's labour**
- g) **Non availability of Security/explosives**

- h) Line Change**
- i) Delay of arrival of spares/consumables on account of customs clearance/statutory clearances.**
- j) Any other reasons attributable solely to the Contractor**

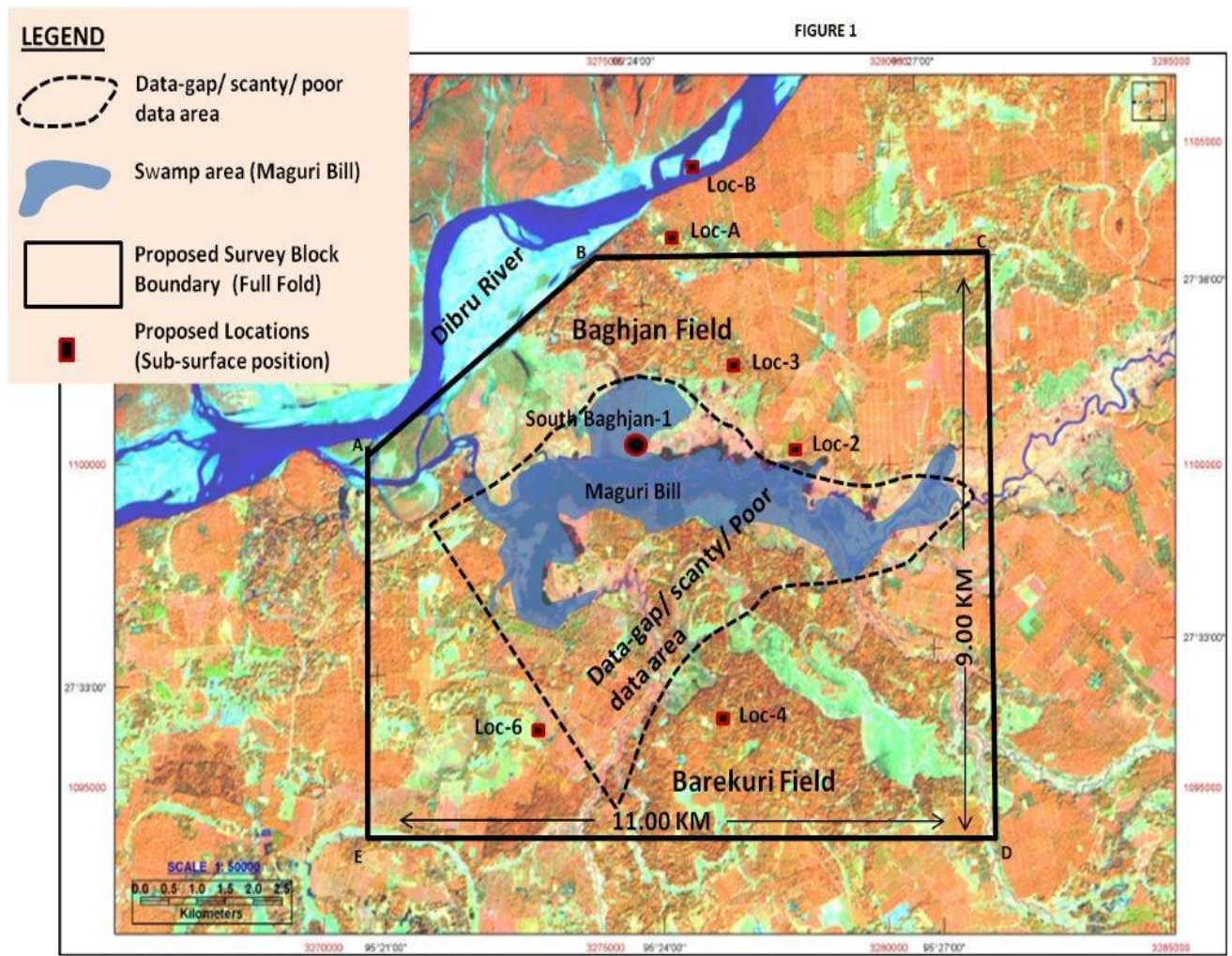
A. GENERAL NOTES:

- 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.

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-III
END OF PART-3

FIGURES:



Planned 2D-lines in Survey Block

FIGURE 2

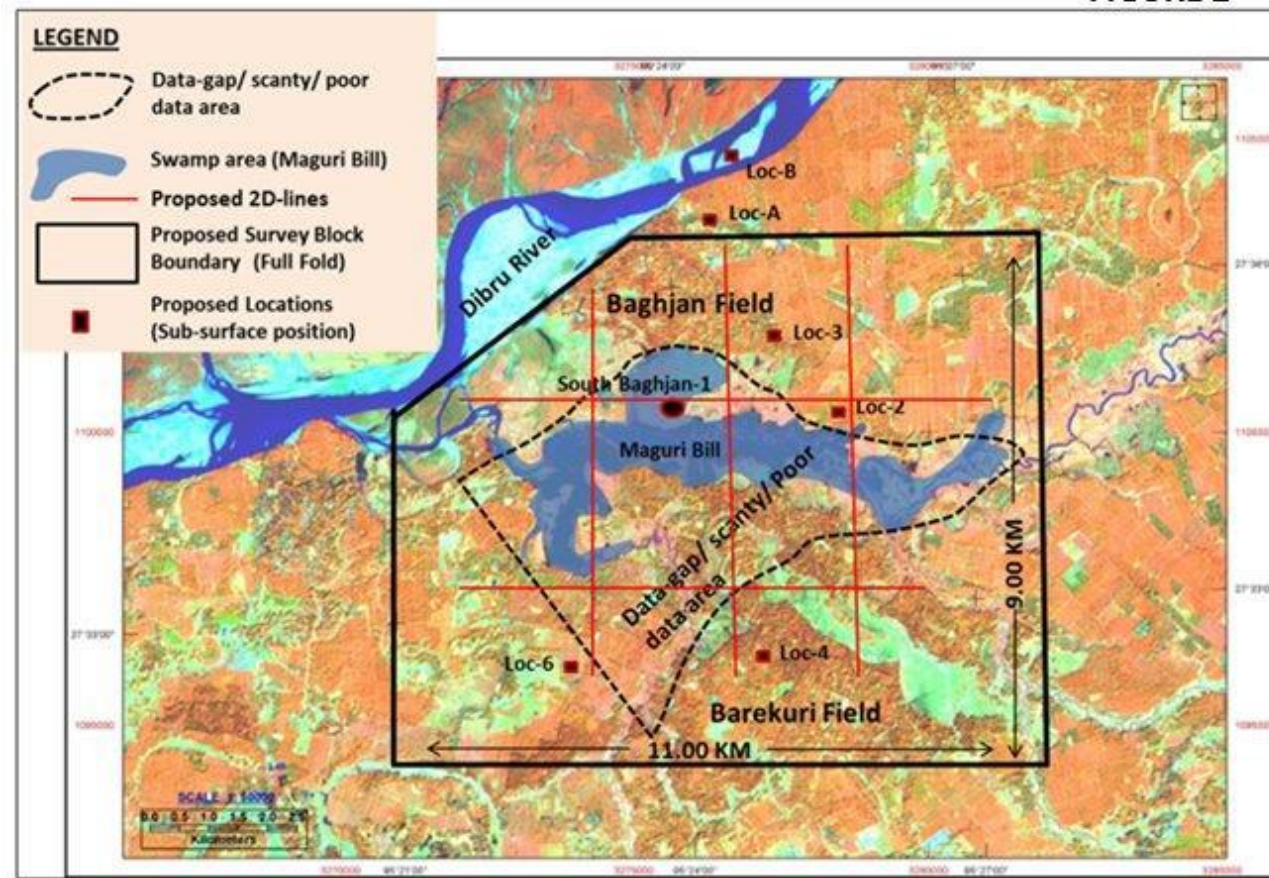
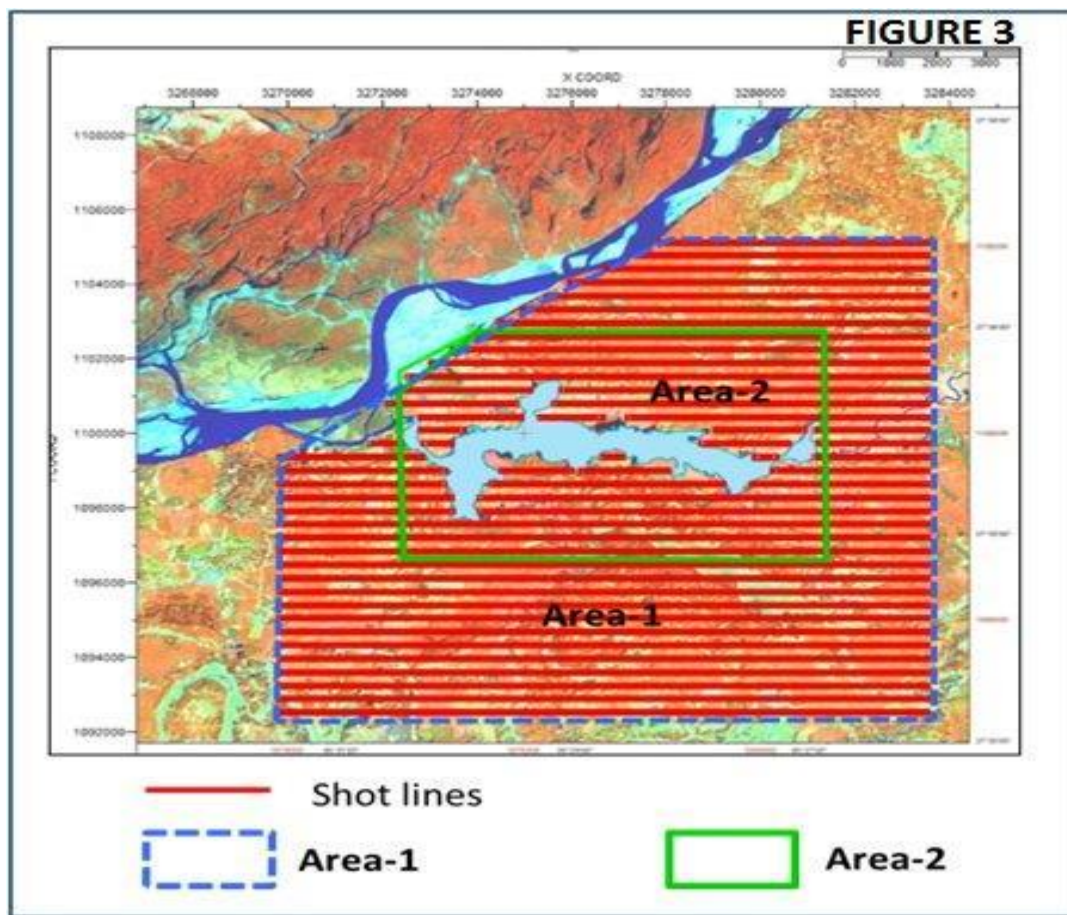


FIGURE 3



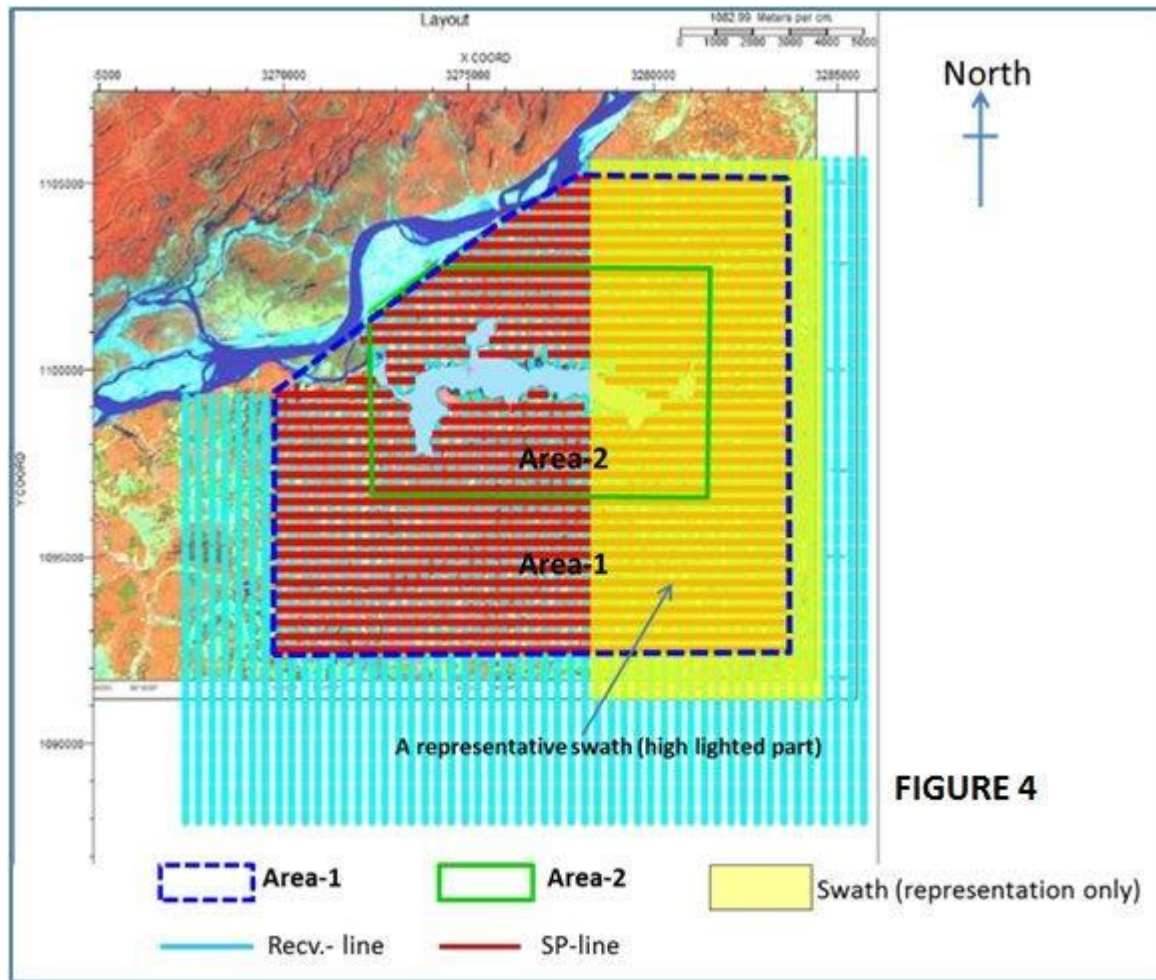


FIGURE 4

APPENDIX-I

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

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

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

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

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

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

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

For and on behalf of
(Bidder)

M/s -----

Witness:

1.

2.

For and on behalf of
(Parent Company)

M/s -----

1.

2.

PARENT COMPANY GUARANTEE
DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at..... this..... day of 2016 by M/s..... (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having in Registered Office at..... herein after called “the Guarantor” which expression shall, unless **excluded** by the repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s Oil India Limited, a company duly registered under the companies Act 1956, having its Registered Office at **Duliajan, Dist: Dibrugarh, Assam-786602, India** and having Corporate Office at **Plot No. 19, Sector-16A, Noida, UP** hereinafter called “**Company**” which expression shall **unless** excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender no..... for on.....

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

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

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

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

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

The Guarantor also undertakes to make good any loss that may be caused to the Company for non-performance or unsatisfactorily performance by the Guarantor or the Contractor of any of their obligations.

2. The Guarantor agrees that the Guarantee herein contain shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Contractor.
3. The Guarantor shall be jointly with the Contractor as also severally responsible for satisfactory performance of the contract entered between the Contractor and the Company.

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

For & on behalf on (Parent Company)

M/s _____

Witness:

1.

2.

*strikeout, if not applicable

Specifications of Analog geophone strings:

9 Hz low distortion high sensitivity geophone string with following specifications:

Sl. No.	Parameters	Values
1	Sensitivity	120-170 V/m/sec
2	Distortion	<0.2%
3	Natural Frequency	10 Hz (\pm 3.5%)
4	Tilt	0 to 15°
5	Spurious Frequency	> 240Hz
6	Operating Temperature	Up to 90°C
7	Polarity	SEG standard

The likely products are Sercel SG-10 /Sensor SM24HS/ Equivalents.

APPENDIX – IV

SCHEDULE OF SEISMIC ANCILLARY DATA DELIVERY

Srl. No	Item	Media (Copies)	Remarks
1	Seismic Data of each Line/Swath with source signature for wavelet correction with proper phase & amplitude correction in case of mixed sources and receivers along with the model correspondence.	IBM Compatible 3592(E05 or E06) tape or LTO 3 (2)	1) Ist copy within one(1) week of completion of the Line/Swath 2) 2 nd copy within one week after submission of Ist copy.
2	i. SPS files, observer's reports with shot-receiver geometry ii. Shot Hole Depth iii. Up-hole time iv. Shot and Receiver statics v. Skip-Recovery information vi. Up-hole and LVL profiles (in a format acceptable to Company). vii. Model based Statics information on user defined ASCII format; viii. Fold coverage map	CDs/DVDs (4)	
3	Survey data in UK00A, ASCII format, up-hole and refraction profiles, (in CDs).	CDs/DVDs (4)	
4	a) Final Geometry Files in ASCII b) Final Trace kill table c) Final Statics Information c) Final Velocity d) Final Brute Stack of 2D Profile in Std. SEGY format e) Geometry Applied Seismic data of 2D Profile in std. SEGY format	CDs/DVDs (4)	
5	Raw Seismic data of the entire project (LTO-3 tape)	LTO-3 (4)	1. Within 15 days of completion of the project. 2. Within one week from the submission of Ist copy.
6	a) SPS files (r, s, x Files) with shot & receiver statistics b) Observer's report c) Recording Parameter d) Header information of Seismic Data e) Skip/Recovery Information f) LVL & Up-hole Profiles/Statistics g) Survey data of Shot & Receiver in UK00A & ASCII Format h) Final Maps in PDF format (In 1:50,000, 1:100,000 & 1:250,000) - Base Maps - Fold coverage map - Up-hole & LVL location Map - Reference pillar map i) Reports - Weekly reports - Monthly reports - Final Operational report - Final Topographical Survey - Final Acquisition Report - Tape List	CDs or DVDs (4)	
8	a) Raw Seismic data of the entire block b) SPS files (r, s, x Files) with shot & receiver statistics	Portable USB Drive (1 TB) (2)	

	c) Observer's report d) Recording Parameter e) Header information of Seismic Data f) Skip/Recovery Information g) LVL & Up-hole Profiles/Statistics h) Survey data of Shot & Receiver in UK00A & ASCII Format i) Final Maps in PDF format (Scales : 1:5000, 1:10000 & 1:25000) - Base Maps - Fold coverage map - Up-hole & LVL location Map - Reference pillar map j) Reports - Weekly reports - Monthly reports - Final Operational report - Final Topographical Survey Report - Final Acquisition Report - Tape List		
9	Maps-3 copies in each Scale (two copies on paper and one on film) Scales : 1:5000, 1:10000 & 1:25000 - Base Map - Coverage map - Location map LVL & Up-hole - Reference pillar map Scales : 1:5000, 1:10000 & 1:25000	1. Paper(Two) 2. Film(One)	
10	Geometry Applied Seismic data of the entire project in std. SEG Y format	LTO-3 (4)	
11	a) Final Geometry Files in ASCII b) Final Trace kill table c) Final Velocity d) Final QC Processing Output in Std. SEG Y format (for all 2D profiles in the project)	CDs or DVDs (4)	

SPECIFICATIONS OF EXPLOSIVES & DETONATORS

Dynamite (class II) with electric detonators shall be used as the energy source as per specification given below:

Explosives	Detonators
Type Class II	Type: Instantaneous electric detonator
Composition : Slurry /Water gel/ Emulsion	Strength: No. 8 & above
Velocity of detonation (VOD)-m/sec : Minimum 5000± 500	Fuse head resistance : 1.4-1.8 Ohms
Cap Sensitivity : No. 6 detonator or above	Reaction time: less than one millisecond

LIST OF KEY PERSONNEL TO BE OFFERED BY THE BIDDER**Professional Staff for Seismic Data Acquisition Crew during the period of 3D Seismic Survey:**

Sr. No.	Position	Minimum Work Experience	No. of Personnel
1	Supervisor	10 years, out of which 5 years as Crew Supervisor/Party Chief in Seismic crew.	One (1)
2	Party Chief	10 years, out of which 3 years as Party Chief in Seismic crew.	One (1)
3	QC Processing Geophysicist	5 year as QC Processing Geophysicist in Seismic crew.	One (1)
4	Seismologist	5 years as 3D Seismologist in Seismic crew.	One (1)
5	Observer	5 years as Observer in Seismic crew.	One (1)
6	Instrument Technician	5 years as Instrument Technician in Seismic Crew.	One (1)
7	Sr. Surveyor	5 years as Surveyor, out of which 3 years in 3D Seismic crew.	One (1)
9	HSE Manager	5 years, out of which at least 2 years of experience as HSE Manager in Seismic Crew.	One (1)

Note : i. Bidder must submit detailed Bio-data of all its key personnel to be deployed for the whole period of the project, along with the technical bid. Bidder shall deploy the same persons whose Bio-data is offered in the bid for data acquisition. They shall not be replaced or transferred without prior notification to the Company. Company's approval is essential in case they are desired to be replaced by the bidder with equally competent persons satisfying minimum experience criteria and Company's decision in this regard will be final.

ii. The above list indicates the minimum requirement of Key Personnel and their experience. The Bidder may deploy other personnel e.g. observers, surveyors, technicians, etc. to accomplish the job as per the defined parameters and time frame. The detailed bio-data of the key personnel must be submitted with the technical bid. The radio operators, etc. must have valid licenses to operate in Assam, India. The Supervisor and the Party Chief have to be efficient enough to coordinate with Company and perform all other required interaction with external agencies for executing the job successfully. All the key personnel must be fluent in speaking, writing and understanding English language.

EQUIPMENT FOR 3D SEISMIC DATA ACQUISITION

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

DESCRIPTION**A. SURVEY EQUIPMENT: Not more than three (3) years old as on the date of publication of NIT.**

- * DGPS (RTK) Units capable of operating in L1 & L2 modes with required accessories and software in adequate quantity.
- * Total Stations with data loggers, accessories and survey software in adequate quantity.

B. SEISMIC RECORDING SYSTEM: Not more than three (3) years old as on the date of publication of NIT. The equipment must be in perfect working condition. The number of remote field units/ recording equipment and cables and geophones to be deployed must be adequate to achieve a required production to complete the project/work within the stipulated time frame. The recording equipment must be:

- * Seismic Data Recording System – Telemetry System with 24-bit $\Delta\Sigma$ Technology.
- * 24 bit recorder and correlator/stacker.
- * Minimum 10,000 channels capability at 2 ms sampling.
- * Seismic Data Acquisition System with real time QC Monitoring of recorded data. OIL will QC the acquired Shot gathers on daily basis post completion of each day recording operation.
- * The time break delay between Radio Shooting system (Confirmed & predicted TB) shall be less than 1 millisecond (ms).
- * Sufficient Accessories, Encoder/Decoder, Sufficient Remote Units, Interconnect boxes etc.

C. Geophone: Offered Geophone must be SM24/ SG-10 OR equivalent OR better. The offered Geophones must be fully compatible with seismic data acquisition system. The No. of geophones per station (string) must be 12 (twelve) and industry standard spike length. In case of Analog Geophone, the configuration must be: 6 x 2 [(6 in Series and two (2) such series in parallel)].

The response of Geophones/nodes with external geophone/hydrophones should be as per specifications of OEM.

- * **Cables and Geophones:** Not more than One (1) year old as on the date of NIT.

E. LVL/UP-HOLE SURVEY EQUIPMENT: Not more than three (3) years old as on the date of publication of NIT.

- * 24 channel digital recorder with 0.1 ms sampling interval.
- * Cables for 400 m offset with 10 m take-outs. The cables must meet manufacturer's specifications.
- * Refraction Geophone 4.5 Hz. The Geophones must meet manufacturer's specifications.
- * Uphole Survey Digital Recorder with a minimum of 4 channels and down hole cable, hydrophone/geophones suitable for logging to 100 m weight drop/explosive as source

D. COMPUTING:

Stand-alone workstations with adequate RAM, disk-space for the following software packages – All the hardware shall not be more than three (3) years old as on the date of NIT & must be in perfect working condition along with all necessary software which the bidder proposes to use.

- * Survey data management & processing.
- * 2D/3D field management/planning.
- * 2D/3D survey simulation (OMNI/MESA or equivalent).
- * LVL/Uphole data processing and interpretation.

The workstation needs to be connected to colour plotter, line printers and IBM 3592/DVD/LTO-3 cartridge drive for back-ups and any other facilities required to control the quality of survey and to provide the technical inputs required by Company.

E. EQUIPMENT FOR FIELD 3D DATA PROCESSING:

The Field Processing Software with latest version (Seismic Processing packages along with version, date of release) with suitable hardware - **Not more than three (3) years old as on the date of publication of NIT.**

The field processing software must be capable of processing 3D Seismic Data upto Pre-Stack Time Migration. The processing software must be covered under maintenance tender for the entire duration of the tender with OIL

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

The hardware, ancillary equipment viz. Printers, Plotters, Tape Drives, Networking etc. shall not be more than three (3) years old as on the date of Tender and must be in perfect working condition.

F. COMMUNICATION EQUIPMENT:

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

G. TRANSPORT:

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

Note:

1. All the equipment as mentioned in the Annexure-II must meet or exceed the required specifications mentioned.
2. The Bidder has to submit the documentary evidence in support of the Vintage of the Equipment which bidder proposes to deploy in the field for the execution of the tender. Bids shall be rejected if the equipment and the key personnel offered do not meet the specified requirement.
3. The Bidder may mobilize additional crew and equipment at no extra cost to the Company for increasing the productivity to improve upon the work completion time, to which the Company shall have no objection.

4. Bidder must fill-up and submit the Check List-1

ANNEXURE - III**EXPERIENCE STATEMENT OF BIDDER/SERVICE PROVIDER**

Experience in providing Seismic Data Acquisition during last five (5) years ending last day of the month previous to the one in which bids are invited

Sl. No	Contract No	Name & contact details of client	Place of operation	Qty/Volume of data acquisition		Logistic/Terrain of Area (Whether hilly/mountainous)	Start date of contract	End date of contract
				2D	3D			
1								
2								
3								
4								
5								
6								
7								
8								

Name of the Bidder:

Signature:

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years upto **31st March, 2016** are correct.

YEAR	TURN OVER In INR (Rs.) Crores or US \$ Million)	NET WORTH In INR (Rs.) Crores or US \$ Million)

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

Place:

Date:

Seal:

Membership Code:

Registration No. :

Signature

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

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

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

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

PROFORMA-B**Schedule of Work, Unit and Quantity**
PRICE BID FORMAT

ITEM	Description of Services	UNIT	QTY	Unit Price in USD	Total Price in USD
10	Charges for Mobilization	Lump sum	1	MOB**	1 X MOB
20	Charges for Acquisition of 3D seismic data in 'Area-1'	SqKm***	75	OR1	75 X OR1
30	Charges for Acquisition of 3D seismic data in 'Area-2'	SqKm***	25	OR2	25 X OR2
40	Charges for Up-hole survey/ interpretation	Numbers	100	UH	100 X UH
50	Charges for LVL survey/ interpretation	Numbers	200	LVL	200 X LVL
60	Charges for Experimental Shooting with minimum production of at least 4 GLKM per day*	DAY	20	EXP	20 X EXP
70	Standby charges (During the operating period)	DAY	10	SBR	10 X SBR
80	Force Majeure rate per day	DAY	10	FM	10 X FM
90	Charges for fixing Reference Pillars	Numbers	50	FRP	50 X FRP
100	Cost of Explosives	kg	50000	CEX	50000 X CEX
110	Cost of Detonators	Numbers	60000	CDT	60000 X CDT
120	Charges for Demobilization	Lump sum	1	DMOB	1 x DMOB
TOTAL EVALUATED CONTRACT VALUE (Sum Total of above): (1 X MOB) + (75 X OR1) + (25 X OR2) + (100 X UH) + (200 X LVL) + (20 X EXP) + (10 X SBR) + (10 X FM) + (50 X FRP) + (50000 X CEX) + (60000 X CDT) + (1 x DMOB). Total Estimated Value inclusive of all applicable taxes and duties but excluding service tax.					

- * Minimum production in experimental shooting per day is to be at least **4.00 GLKM** as stipulated in the 'Scope of Works', then only, full payment of per day rates quoted would be paid to the contractor, otherwise payment would be on prorata basis depending upon the quantum of GLKM acquired in a day.

$$\text{GLKM} = (\text{Number of acceptable shots taken in a completed line-1}) \times \frac{40}{1000}$$

- ** The lump sum Mobilization Charges must not be quoted more than 10% of the Total evaluated contract value failing which the bid will be rejected.

- *** **1.00 SQKM = 125 shots (3D data acquisition)**

NOTE:-

- i) The items referred above are to be read in conjunction with Section-III.
- ii) All taxes and levies including Service Tax etc. will be borne by the Contractor.
- iii) The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work, '**NIL**' should be mentioned against such part of work.
- iv) The quantities considered above are for bid evaluation purposes only. Payment will be made on the basis of actual job execution.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

BIDFORM

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

Sub: IFB No. CDG2555P17

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of _____ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within (_____) days calculated from the date of issue of Letter of Award (LOA).

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

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

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

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

Dated this _____ day of _____ 20__.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

STATEMENT OF COMPLIANCE

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the tender stipulations, terms and conditions in respect of each Section of Bid Document in the following format prior to/during the scheduled Pre-Bid Conference. After processing such suggestions from bidders, OIL may communicate the changes, agreed if any, through amendment to tender document, subsequent to which no exception/ deviation shall be accepted.

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

2.0 As a sequel to the Pre-Bid Conference, Bidder must submit a **“NIL exception/ deviation”** statement along with their Technical Bid.

Authorised Person’s Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/ deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submitted prior to/during the Pre-Bid Conference only. Once the terms are finalized after the pre-bid conference, no exception/deviation whatsoever to the tender terms shall be accepted by Company. If the **“Statement of Compliance”** in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements, which shall be binding on the bidder irrespective of anything otherwise mentioned elsewhere in their bid.

FORM OF BID SECURITY (BANK GUARANTEE)

To:
M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT,
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

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

SEALED with the said Bank this ____ day of _____ 20-----.

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

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

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

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

- A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:
- B. Controlling Office:
Address of the Controlling Office of the BG issuing Bank:
Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

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

FORM OF PERFORMANCE BANK GUARANTEE

To:

M/s. OIL INDIA LIMITED,
 CONTRACTS DEPARTMENT
 DULIAJAN, ASSAM, INDIA, PIN - 786 602.

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

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

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

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

This guarantee is valid until the -----day of -----
 The details of the Issuing Bank and Controlling Bank are as under:

- A. Issuing Bank:
 BANK FAX NO:
 BANK EMAIL ID:
 BANK TELEPHONE NO.:
 IFSC CODE OF THE BANK:
- B. Controlling Office:
 Address of the Controlling Office of the BG issuing Bank:
 Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date

Place _____

INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section: 1 -Commitments of the Principal

- (1)** The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 3. The Principal will exclude from the process all known prejudiced persons.
- (2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

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

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

Section 3 -Disqualification from tender process and exclusion from future Contracts

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 -Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous transgression

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

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

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

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

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

Section: 8 -External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section: 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section: 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Noida.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place. DULIAJAN
Date

FORMAT FOR BIDDER'S COMMUNICATION DETAIL

Bidder's Name :
Bid submitted for :
Bidder's Postal Address :
Contact Personnel Name :
Designation of Contact Personnel :
Contact Number of the Personnel (with country Code) :
E-mail Id of Contact Personnel :

Note:

- Company will not accept any request for change in address, email id of contact personnel after the bid closing/opening date.
- Contact person must be fluent in English.

(APPLICABLE FOR KEY PERSONNEL)
SAMPLE RESUME FORMAT

Position as per List of Key Personnel:

Name :

Total Years of Experience:

Educational Qualification:

Experience Detail :

Sl. No.	Position	Client Name	Client Contact Details	Project Type (2D or 3D)	Project Area & Quantum of Work	Duration (YYYY)		Duration (in Years)
						From	To	
1	Party Chief	TTTT, France	Mr A. Abcdef, abcdef@ttt.com	3D	Gulf of Mexico, 6000 Sq.Km	2009	Present	6
2	Senior Observer	NNN, Malaysia	Mr B. Gfdth, gfdth@nnn.com	3D	Offshore Vietnam, 1600 Sq. Km	2003	2008	5
3								

Job Responsibilities:**Party Chief, Trinidad & Tobacco Geophysical Services, Angola, 2009 to Present**

- Relevant job responsibilities as Party Chief.

Senior Observer, Trinidad & Tobacco Geophysical Services, Angola, 2003 to 2008

- Relevant job responsibilities as Senior Observer.

Publications:

1995, Case History: Seismic Array Length Comparison in Eastern Desert, SEG Abstracts for Annual Meeting, 1995,

Language Proficiency:**Personal Details :**

Father's Name :

Date of Birth :

Residential Address :

Nationality :

Passport Number :

Date of Issue :

Date of Expiry :

Email Id :

NOTE:

- 1 Experience should be provided in ascending order starting from current employment.
- 2 **The respective key personnel involvement in projects only will be considered for experience calculation preceding the date of publication of this Tender.**
- 3 Language proficiency is characterized by person capability of reading, writing and speaking of the language.

To,

**DGM – CONTRACTS (HoD)
Oil India Limited
Duliajan-786602**

Sub: Undertaking for Mobilization

I, (Name of the firm.....) hereby agreed, that I will complete mobilization within **Ninety (90) days** from the date of issue of LOA by Company. I, further, declare that equipment and personnel deployed against this contract will be in compliance with vintage criteria and experience respectively specified in the Contract document.

I am liable for appropriate action as in accordance with the Company's rules in case any of the above information is found to be false.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

AGREEMENT FORM

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

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

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

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

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

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

(a)	Section-I	indicating the General Conditions of this Contract;
(b)	Section-II	indicating the Scope of Work/Terms of Reference/Special Conditions of Contract;
(c)	Section-III	indicating the Schedule of Rates.
3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
4. The Company hereby covenants to pay the Contractor in consideration of the provision

of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

PROFORMA LETTER OF AUTHORITY

TO
DGM (CONTRACTS)
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Sir,

Sub: OIL's IFB No. CDG2555P17

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

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

AUTHORISATION FOR ATTENDING BID OPENING

TO
DGM (CONTRACTS)
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Date: _____

Sir,

Sub: OIL's IFB No. CDG2555P17

We authorise Mr. /Mrs. _____ (Name and address) to be present at the time of opening of the above IFB due on _____ at Duliajan on our behalf.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

CHECK LIST-1**EQUIPMENT AND ACCESSORIES TO BE DEPLOYED IN****Baghjan: Assam**

Sl. No.	NIT Criteria	Baghjan Area		
		Equipment (Make, Model & Vintage)	Quantity	Supporting Documents with file and page references of uploaded documents
A	SURVEY EQUIPMENT: The survey equipment shall not be more than three (3) years old as on the date of Tender and must be in perfect working conditions.			
	DGPS (RTK) Units capable of operating in L1 & L2 modes with required accessories and software in adequate quantity.			
	Total Stations with data loggers, accessories and survey software in adequate quantity.			
B	SESIMIC DATA RECORDING EQUIPMENT: Seismic Recording Systems shall not be more than three (3) years old as on the date of NIT. The equipment must be in perfect working condition. The number of remote field units/recording equipment, to be deployed must be adequate to have the capability of sufficient roll over for recording of requisite number of shots per day to complete the project within the stipulated time frame. The recording equipment must be:			
	Seismic Data Recording System–State of the art Acquisition System with 24-bit $\Delta\Sigma$ Technology.			
	Recording capability of minimum 10000 channels at 2 ms sampling per shot.			
	Sufficient, Accessories, Encoder/Decoder, etc.			
	Bidder has to deploy Seismic Data Acquisition System with real time QC Monitoring of recorded data. OIL will QC the acquired Shot gathers on daily basis post completion of each day recording operation.			
	The time break delay between Radio Shooting system (Confirmed & predicted TB) shall be less than 1 millisecond (ms).			
	GEOPHONES: Geophones shall not be more than one (1) year old as on the date of Tender.			
	Geophone: Contractor should use Geophones which must be industry standard. The response of Geophones should be as per specifications of OEM.			
	Offered Geophone must be industry standard, viz; SM24/SG-10 or equivalent or better in case of High Performance Low Distortion analogue geophones.			
	The offered Geophones must be fully compatible with seismic data acquisition system along with necessary interface.			

	For Analog Geophone, No. of geophones per station must be 12 (twelve) with industry standard spike length. The configuration must be: 6 x 2 [(6 in Series and two (2) such series in parallel)]			
Sl. No.	NIT Criteria	Baghjan Area		
		Equipment (Make, Model & Vintage)	Quantity	Supporting Documents with file and page references of uploaded documents
C	UPHOLE/LVL SURVEY EQUIPMENT: Uphole/LVL Survey equipment shall not be more than three (3) years old as on the date of Tender and must be in perfect working condition. The system must comprise of the following:			
	24 channel digital recorder with 0.1 ms sampling interval.			
	Suitable cables for Uphole/LVL Survey meeting manufacturer's specifications.			
	Refraction Geophone 4.5 Hz. The Geophones must meet manufacturer's specifications.			
	Uphole Survey Digital Recorder with a minimum of 4 channels and down hole cable, hydrophone/geophones suitable for logging to 100 m weight drop/explosive as source			
D	COMPUTING: Stand-alone workstations with adequate RAM, disk-space for the following software packages – All the hardware shall not be more than two (2) years old as on the date of NIT & must be in perfect working condition along with all necessary software which the bidder proposes to use.			
	Survey data management & processing			
	2D/3D field management/planning			
	2D/3D survey simulation (OMNI/MESA/NORSAR or equivalent)			
	LVL/Uphole data processing and interpretation			
E	EQUIPMENT FOR 2D/3D DATA FIELD QC PROCESSING			
	Full-fledged 2D/3D Seismic Data Processing software for Field QC processing of acquired 2D seismic data			
	The hardware (CPU Type and MHz, RAM & Hard Disk Capacity), ancillary equipment viz. Printers, Plotters, Tape Drives, Networking etc. shall not be more than two (2) years old as on the date of Tender and must be in perfect working condition			

	The workstation needs to be connected to colour plotter, line printers and IBM 3592/DVD/LTO-3 cartridge drives for back-ups and any other facilities required to control the quality of survey and to provide the technical inputs required by Company			
	The Field Processing Software Version (Seismic Processing packages along with version, date of release) shall be of latest version as on the date of NIT. <u>The field processing software must be capable of processing 2D/3D Seismic Data up to Pre-Stack Time Migration. The processing software must be covered under maintenance contract for the entire duration of the contract with OIL</u>			
Sl. No.	NIT Criteria	Baghjan Area		
		Equipment (Make, Model & Vintage)	Quantity	Supporting Documents with file and page references of uploaded documents
F	COMMUNICATION EQUIPMENT			
	All the communication sets should be adequate in number and in a perfect working condition			
G	TRANSPORT EQUIPMENT			
	The bidder has to decide and bring requisite quantity of specialized transport for crew, explosive vans and jeeps for explosive movement, Instrument van, to carry out seismic survey in areas as described in Section-II of PART-3. All the available indigenous transport has to be arranged by the bidder, locally. All the transports must be in perfect working condition and meet all the desired specification including insurance and the requisite licenses for the purpose of use. All the vehicles must be equipped with all seat belts, First Aid Kit, Spare wheel, fire-extinguisher etc as per HSE standards.			

Note: Bidder has to provide equipment deployment list in the above format for respective area.

CHECK LIST-2

LIST OF KEY PERSONNEL TO BE DEPLOYED BY THE BIDDER IN BAGHJAN AREA

Position	Baghjan Area
PARTY CHIEF	
QC PROCESSING GEOPHYSICIST	
SEISMOLOGIST	
OBSERVER	
INSTRUMENT ENGINEER /TECHNICIAN	
SR. SURVEYOR	
HSE MANAGER	
PROJECT CO-ORDINATOR	

CHECK LIST-3**BID EVALUATION CRITERIA**

Sl No	Technical Evaluation Criteria Clause No of Tender Document	Bidder's Remarks		Bidder to indicate relevant File/ Page No/Technical Brochure of the Bid Document to support its remarks
		Complied	Not Complied/Deviation	
1.	3.1.1			
2.	3.1.2 (i)			
3.	3.1.2 (ii)			
4.	3.1.2(iii)			
5.	3.1.3 (i-iii)			
6.	3.1.4 (a-e)			
7.	3.1.5			
8.	3.1.6(a-c)			
9.	3.1.7			
10.	3.1.8			
11.	3.1.9			
12.	3.1.10			
13.	3.1.11			
14.	3.1.12			
15.	3.1.13			

16.	3.1.14 (a-c)			
17.	3.2			
18.	3.2.1			
19.	3.2.2			
20.	3.2.3			
21.	3.2.4			
22.	3.2.5			
23.	3.2.6			
24.	3.2.7			
25.	3.3			
26.	3.3.1			
27.	3.3.2			
28.	3.3.3			
29.	3.3.4			
30.	3.3.5			
31.	3.3.6			
32.	3.3.7			
33.	3.3.8			

34.	3.3.9			
35.	3.3.10			
36.	3.3.11			
37.	3.3.12			
38.	3.3.13			
39.	3.3.14			
40.	3.3.15			
41.	3.4			
42.	3.4.1			
43.	3.4.2			
44.	3.4.3			
45.	3.4.4			
46.	3.4.5			
47.	3.4.6			
48.	3.4.7			
49.	3.4.8			
50.	3.4.9			
51.	3.4.10			

52.	3.4.11			
53.	3.4.12			
54.	3.4.13			
55.	3.4.14			

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