



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

TO

Sub : IFB No. CDG4866P15 for Hiring of Consultancy Service for Survey Design and Fixation of Acquisition parameters for high resolution 3D-survey in Nahorkatiya and adjoining area of OIL's operational areas in Upper Assam basin, India

Dear Sirs,

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

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced Contractors through OIL's e-procurement site for Hiring of Consultancy Service for Survey Design and Fixation of Acquisition parameters for high resolution 3D-survey in Nahorkatiya and adjoining area of OIL's operational areas in Upper Assam basin, India. 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:

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|-------|------------------------------------|--|
| (i) | IFB No.: | CDG4866P15 |
| (ii) | Type of IFB: | Single Stage-2(two) Bid System |
| (iii) | Bid Closing Date & Time: | 30.10.2014 at 11-00 hrs (IST) |
| (iv) | Bid Opening Date & Time: | 30.10.2014 at 14-00 hrs (IST) |
| (v) | Priced Bid Opening Date:
& Time | Will be intimated to the eligible
bidders nearer the time |

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|--------|--|--|
| (vi) | Bid Submission Mode: | Bid should be uploaded in OIL's E-Procurement portal |
| (vii) | Bid Opening Place: | Office of the Head-Contracts
Oil India Limited
Duliajan – 786602, Assam, India |
| (viii) | Bid Validity : | 180 days from date of Closing of bid |
| (ix) | Mobilisation Time: | Within 30 days from the date of issue of LOA by OIL |
| (x) | Bid Security Amount: | Rs. 1,00,000.00 or US\$ 1,630.00 |
| (xi) | Bid Security Validity: | 210 days from date of closing of bid. |
| (xii) | Amount of Performance Guarantee | 7.5 % of estd. total contract cost. |
| (xiii) | Validity of Performance Security: | Up to 3 months from date of completion of contract |
| (xiv) | Duration of the Contract: | 18 months from the date of commencement of contract. |
| (xv) | Quantum of Liquidated Damage: for Default in Timely Mobilization | 0.5% of the Total contract cost for delay per week or part thereof subject to maximum of 7.5%. |
| (xvi) | Quantum of Liquidated Damage: for Default in Timely submission of Final Report | 0.5% of the Total contract cost for delay per week or part thereof subject to maximum of 7.5%. |
| (xvii) | Bids to be addressed to: | HEAD-CONTRACTS
OIL INDIA LIMITED
DULIAJAN - 786 602
ASSAM, INDIA |

3.0 **Integrity Pact :**

The Integrity Pact should 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. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who signs the Bid.

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

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>). The User ID and Password that is already issued to you by OIL earlier to access OIL's e-procurement portal shall be applicable against this tender also. If any of the bidders do not have the user ID & password, may request for issuing the same. Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view the tender. For uploading of bid the detailed guidelines are available in OIL's e-procurement site (Help Documentation). For any clarification in this regard, bidders may contact Mr. A. J. Sarmah, Sr. Manager (ERP-MM) at arupsarmah@oilindia.in, Ph.: 09954486025(M).

5.0 **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 Head-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 Head-Contract's office at Duliajan on or before 12.45 Hrs(IST) on the 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 Head-Contracts in presence of the authorized representatives of the bidders.
- iii) The authenticity of digital signature shall be verified through authorized CA after bid opening. If the digital signature used for

signing is not of “Class -3” with Organizations name, the bid will be rejected.

- iv) The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidders shall submit both the “TECHNICAL” and “PRICED” bids through electronic form in the OIL’s e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded **“Technical RfX Response” Tab only. Bidders to note that no price details should be uploaded in “Technical RfX Response” Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded as Attachment just below the “Tendering Text” in the attachment option under “Notes & Attachments” tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Part-2 (Refer Clause 1.0 of (B) Commercial.**

The screenshot shows the 'Display RfX Response' window. At the top, there are tabs: 'Technical RfX Response', 'Close', 'Withdraw', and 'Verify'. A red arrow points from a text box to the 'Technical RfX Response' tab, stating: 'Go to this Tab “**Technical RfX Response**” for Uploading “Technical Bid”.' Below the tabs, there is a section for 'Basic Data' and 'Questions'. Under 'Basic Data', there are fields for 'Event Parameters', 'Currency' (set to Indian Rupee), 'Detailed Price Information' (set to Price with Conditions), and 'Terms of Payment' (set to 9010, 90% against despatch+10% after receipt). A red arrow points from another text box to the 'Notes and Attachments' tab, stating: 'Go to this Tab “**Notes and Attachments**” for Uploading “Priced Bid”'. At the bottom, there is a section for 'Partners and Delivery Information' with a table that currently contains no data.

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

The screenshot shows the 'Edit RFX Response' screen. At the top, there are tabs: Submit, Read Only, Print Preview, Check, Technical RFX Response (highlighted), Close, Save, Verify signature of Response, and Sign Response. Below the tabs, key information is displayed: RFX Response Number 60006452, RFX Number TEST2, Status Withdrawn, Submission Deadline 13.04.2013 11:00:00 INDIA, RFX Owner WIPRO_TEST1, Total Value 0.00 INR, RFX Response Version Number 2, and RFX Version Number 5. A navigation bar includes RFX Information, Items, Notes and Attachments (selected), Conditions, Summary, and Tracking. The 'Notes' section has an 'Add' button and a table with columns 'Assigned To' and 'Category'. The 'Attachments' section has buttons for Sign Attachment, Add Attachment, Edit Description, Versioning, Delete, and Create Qualification Profile, followed by a table with columns 'Assigned To', 'Category', 'Description', 'File Name', 'Version', 'Processor', and 'Checked'. Two red arrows point to specific areas: one to the 'Notes' table area labeled 'Area for uploading Technical Bid*' and another to the 'Attachments' table area labeled 'Area for uploading Priced Bid**'. A callout box at the top right says 'Bid on “EDIT” Mode'. A message at the bottom of the attachments table states 'The table does not contain any data'.

Note :

* The “Technical Bid” shall contain all techno-commercial details **except the prices.**

** The “Priced bid” must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Price 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 save the File.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(M ALI)
HEAD-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.

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:

- (a) A Forwarding Letter highlighting the following points:
 - (i) Company's IFB No.
 - (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 mobilizations
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Evaluation Criteria/Bid Rejection Criteria, (Part-2)
- (d) General Conditions of Contract, (Section-I)
- (e) Terms of Reference/Technical Specification, (Section-II)
- (f) Special Conditions of Contract, (Section-III)
- (g) Schedule of Rates, (Section-IV)
- (h) Integrity Pact Proforma, (Annexure-A)
- (i) Estimated CIF value of items at the time of import, (Proforma-A)
- (j) Price Schedule Format, (Proforma-B)
- (k) Bid Form, (Proforma-C)
- (l) Statement of Non-Compliance, (Proforma-D)
- (m) Bid Security Form, (Proforma-E)
- (n) Performance Security Form, (Proforma-F)
- (o) Agreement Form, (Proforma-G)
- (p) Proforma of Letter of Authority, (Proforma-H)
- (q) Authorisation for Attending Bid Opening, (Proforma-I)

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

B. PREPARATION OF BIDS

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.

5.1 BIDDER'S/AGENT'S NAME & ADDRESS:

Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.

6.0 DOCUMENTS COMPRISING THE BID:

Bids are invited under Single Stage Two Bid System. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

(A) TECHNICAL BID

- (i) Complete technical details of the services as per the Terms of reference / Technical Specification.
- (ii) Documentary evidence established in accordance with Clause 10.0.

- (iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.10 below.
- (iv) Copy of Bid-Form without indicating prices in Proforma-C
- (v) Statement of Non-compliance as per Proforma-D
- (vi) Proforma-A: List of items to be imported **without** the CIF values.
- (vii) Copy of Priced Bid **without indicating prices** (Proforma-B)
- (viii) Integrity Pact digitally signed by OIL's competent personnel as Annexure-A 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 the CIF values.

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

7.0 BID FORM:

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

8.0 BID PRICE:

- 8.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E- Tender Portal in **"Notes & Attachment"** Tab. Unit prices must be quoted by the bidders, both in words and in figures.
- 8.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 8.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding Service Tax) including Corporate Income Tax, Personal Tax, Assam Entry Tax etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

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) and receive payment in such currencies on par with foreign bidders. 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 REJECTION CRITERIA (BRC) / 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 11.8.

- 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 any one of the following forms:

- (a) A Bank Guarantee or irrevocable Letter of Credit in the prescribed format vide **Proforma-E** or in another form acceptable to the Company: Bank Guarantee/LC issued from any of the following Banks only will be accepted:
- i) Any Nationalised / scheduled Bank in India or
 - ii) Any Indian branch of a Foreign Bank or
 - iii) Any reputed foreign Bank having correspondent Bank in India

The Bank Guarantee / LC shall be valid for 30 days beyond the validity of the bids asked for in the Bid Document.

Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

- (b) A Cashier's cheque or Demand Draft drawn on 'Oil India Limited' and payable at Duliajan, Assam.

- 11.3 Any bid not secured in accordance with sub-clause 11.2 above shall be rejected by the Company as non-responsive.

- 11.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 11.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.
- 11.6 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.
- 11.7 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 11.8 The Bid Security may be forfeited:
- i) If any bidder withdraws their Bid during the period of bid validity
 - ii) If any bidder alters their Bid during the period of bid validity or if the bidder increases the price during the period of bid validity.
 - iii) If the bidder does not accept the LOA issued by Company within the validity of the bid
 - iv) If the bid is accepted by OIL, and work is awarded but the contractor does not furnish the Performance Security.
- 11.9 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.
- 11.10 The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC or Cashier Cheque or Bank Draft must be uploaded by bidder along with the Technical bid in the "Technical RFx Response" of OIL's E-portal. The original Bid Security shall be submitted by bidder to the office of Head-Contracts, Oil India Ltd., Duliajan-786602(Assam), India in a sealed envelope which must reach Head-Contract's office on or before 12.45 Hrs (IST) on the Bid Closing date failing which the bid shall be rejected.

12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

- 12.1 Central Govt. offices, Central Public Sector undertakings and firms registered with NSIC /Directorate of Industries are exempted from submitting Bid Security. However the firms registered with NSIC /Directorate of Industries shall have to submit evidence that they have a current and valid registration for the service they intend to bid including the prescribed monetary limit.

13.0 PERIOD OF VALIDITY OF BIDS:

- 13.1 Bids shall remain **valid for 180** 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 180 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.

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.

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 15.1 below.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

- 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-H**) 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 **"HELP DOCUMENTATION"** 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" under "Techno-Commercial Bid" 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 "Techno-Commercial Bid" Tab under General Data in the e-portal. **No price should be given in the "Technical RFx Response", otherwise bid shall be rejected.** The priced bid should not be submitted in physical form which shall not be considered.

However, the following documents in two sets 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 Head-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 2(two) copies

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

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

- 15.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-D of the bid document and the same should be uploaded along with the Technical Bid.
- 15.3 Timely delivery of the documents in physical form as stated in Para 15.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.
- 15.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

16.0 INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:

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

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

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

17.0 DEADLINE FOR SUBMISSION OF BIDS:

- 17.1 Bids should be submitted on-line 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 has been submitted by the bidder. Bidder may however request Head-Contracts, Oil India Ltd., Duliajan for returning their bids/quote before the original bid closing date and time for resubmission. But no such request would be entertained once the submission deadline has reached or bids are opened.
- 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 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 by written notice prior to Bid Closing Date & Time.
- 19.2 The Bidder's modification or withdrawal notice may also be sent by fax/e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.
- 19.3 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 19.4 Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondences will be entertained in this regard.

- 19.5 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. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date by 2(two) weeks. However, the bidder whose bid has been received within the bid closing date and time, will not be allowed to revise their Bid/prices. Withdrawal of such Bid is also not permitted.

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 (as per **Proforma-I**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical 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 Bid for which an acceptable notice of withdrawal has been received 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 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 21.3.
- 21.6 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.
- 21.7 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.
- 21.8 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.
- 21.9 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 technically qualified Bidders on a specific date in presence of representatives of the qualified bidders. The technically 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 Priced bids of the unsuccessful bidders which remain unopened with OIL, may be returned to the concerned bidders on request only

after receipt of Performance Security from the successful bidders after issue of Letter of Award (LOA) by OIL.

- 22.3 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.
- 22.4 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 REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC), PART-2** of the Bid Documents.

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 21.7.

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 Within 2(two) weeks of receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the 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 Bank Guarantee(BG) or an irrevocable Letter of Credit(L/C) from any of the following Banks :

- i) Any Nationalised / Scheduled Bank in India OR
- ii) Any Indian branch of a Foreign Bank OR
- iii) Any reputed foreign Bank having correspondent Bank in India

The Performance Security shall be denominated in the currency of the contract or in equivalent US Dollars converted at the B.C. Selling rate of State Bank of India on the date of issue of LOA(Letter of Award). Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

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 fulfill 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 Within 30 days of issue of LOA, the successful Bidder shall sign and date the contract and return it to the Company. 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 within the period specified above or any other time period specified by Company, 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 **Annexure-A** 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.

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

- a. Shri N. Gopalaswami, IAS(Retd), Ex-CEC,
Phone No. : 91-44-2834-2444(Res),91-9600144444(Cell);
E-mail: gopalaswamin@gmail.com
- b. Shri R. C. Agarwal, IPS(Retd), Phone No. : 91-11-22752749(Res),
91-9810787089(Cell) ; E-mail : rcagarwal@rediffmail.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

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PART – 2

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

I. BID REJECTION CRITERIA (BRC)

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

1.0 TECHNICAL

Consultant must meet the following criteria:

1.1 EXPERIENCE

- (i) The bidder must confirm that the consultant has minimum 25 years experience in seismic domain of E&P business and the consultant also must have minimum 10 years experience of Seismic Survey Design anywhere in the world as on Bid closing date. The bidder needs to submit the necessary documents to ascertain the same.
- (ii) The consultant must have completed at least three (3) Seismic Survey Design project during last seven (7) years anywhere in the world as on Bid closing date. Out of these three (3) numbers of seismic design projects, at least one (1) project must have been done for on land 3D seismic survey. The bidder needs to submit the necessary documentary evidence to ascertain the same.
- (iii) The consultant must have authored at least two (2) numbers of Technical Papers/ Case studies on Seismic Survey Design in international reputed Journals e.g. The Leading Edge , GEOPHYSICS, FIRST BREAK, Geophysical Prospecting, etc. during last ten (10) years as on Bid closing date. The bidder needs to submit the necessary documentary evidence to ascertain the same.
- (iv) The bidder must have a dedicated Seismic Survey Design facility anywhere in the world equipped with standard advanced software packages and hardware for carrying out the services as detailed in SECTION-II, PART-3 on the Scope of Work/Terms of Reference/ Technical Specifications.

- (v) The bidder must confirm name of the consultant to be engaged with credentials under the contract.
- (vi) Bidder needs to mandatorily quote for all the items in the Price Schedule including the optional items pertaining to Phase-V (i) & Phase-V (ii) as mentioned in Clause 3.0 SCOPE OF THE CONSULTANCY WORK in the SECTION-II, PART-3 (Scope of Work /Terms of Reference / Technical specifications); else the bid will be rejected. The bid will not be evaluated if bidder fails to quote against the above mentioned items.

1.2 Requisites for the Services offered:

- (i) Any offer which does not include all the jobs / services mentioned in the SECTION-II, PART-3 (Scope of Work /Terms of Reference / Technical specifications) will be considered as incomplete and rejected.
- (ii) Bids will be rejected if it does not conform to the technical requirements as mentioned in the SECTION-II, PART-3 (Scope of Work/Terms of reference/Technical specifications).

2.0 **Annual Turnover:**

The bidder shall have an average Annual financial turnover of Minimum Rs. 30.00 Lakhs or US\$ 0.05 Million during the last 3(three) years ending 31.03.14(for Accounting Year April-March) and 31.12.13(for calendar Year Accounting year). Documentary evidence in the form of Audited Balance Sheet and Profit & Loss Account for the last three years ending 31.03.14 or 31.12.13 as applicable should be submitted along with the technical bid. In case the audited Balance sheet and Profit Loss Account along with the bid are in currencies other than Rs. or USD, the bidder shall have to convert the figures in equivalent Rs. or USD considering the prevailing conversion rate on the date on which the audited Balance sheet and Profit and Loss Account is signed.

B. COMMERCIAL – BID SUBMISSION

- 1.0 Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in **“Technical Rfx Response” Tab** and Priced Bid as per Proforma-B uploaded in the **“Notes & Attachments” Tab**. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.

- 2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 3.0 Bids with shorter validity will be rejected as being non-responsive.
- 4.0 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's Head-Contract's office at Duliajan on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.
- 5.0 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid.
- 6.0 Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
- 7.0 Bids submitted after the Bid Closing Date and Time will be rejected.
- 8.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 9.0 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 10.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.
- 11.0 Any physical documents wherever called for, 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.
- 12.0 Any Bid containing false statement will be rejected.
- 13.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document, otherwise the Bid will be summarily rejected.

- 14.0 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.
- 15.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected –
- i) Performance Guarantee Clause
 - ii) Force Majeure Clause
 - iii) Tax Liabilities Clause
 - iv) Arbitration Clause
 - (iv) Acceptance of Jurisdiction and Applicable Law
 - (v) Liquidated damage and penalty clause
 - (vi) Safety & Labour Law
 - (vii) Termination Clause
 - (viii) Integrity Pact

C. GENERAL

- 1.0 In case bidder takes exception to any clause of bid document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by Company. The loading so done by the Company will be final and binding on the reserves the right to ask the bidder for clarification in respect of bidders.
- 2.0 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarifications in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.0 If any of the clauses in the BRC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BRC shall prevail.

II. BID EVALUATION CRITERIA:

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

- 1.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

- 2.0 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 3.0 The bidders must quote their charges / rates in the manner as called for vide “Schedule of Rates” under **Section - IV** and the summarized price schedule format vide enclosed **Proforma –B**.
- 4.0 The quantities shown against each item in the “Price Bid Format (i.e. in Proforma-B)” shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the 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.
- 5.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the Price Bid Format (PROFORMA-B) by taking into account the summation of the following:

Total Contract value(T) including all Taxes & Duties but excluding Service Tax and Customs Duty which shall be extra to OIL,

$$\mathbf{T = A + B + C + D + E + F}$$

Where A = Total Lumpsum cost of Field visit to Duliajan, Data Collection and Study of available Geo-Scientific Data (Seismic, Wireline, Interpretation and reports etc.)

B = Total Lumpsum cost of Appropriate Survey Design to address Geophysical imaging issues w.r.t. present surface logistics and submission of preliminary Design & simulation report in softcopy to OIL, Duliajan.

C = Total Lumpsum cost of Final Report Presentation visit to OIL, Duliajan and Final Report submission, Help for framing up the final & optimized scope of work and technical terms & conditions of the Tender document for the proposed 3D survey.

D= Total Lumpsum cost for Field visit to OIL, Duliajan during Experimental work of proposed 3D survey and for submission of feedback.

E = Total Lumpsum cost of Electronic Consultancy via email/fax/video conferencing during 3D seismic survey as detailed in Phase –V (i) of Scope of work.

F = Total Lumpsum cost of Consultancy and Field visits to Duliajan during 3D seismic survey as detailed in Phase-V (ii) of Scope of work.

NOTE:

1. Consultant must include in the quoted rates all To and fro Air fare travel cost, hotel cost, en-route expenses etc. during travel time from place of origin to Dibrugarh, Assam, India. Local transport, food and lodging etc. shall be arranged by OIL.
2. Consultant must include all liabilities and taxes including statutory liabilities but excluding Service Tax which will be borne by the company (OIL).
3. The items mentioned in above clause are to be read in conjunction with Schedule of Rates in Section IV, Part-3.
4. Payment will be made Phase-wise. Invoices can be raised after successful completion of each phase. Successful completion of each phase will be verified & signed by OIL representative

- 6.0 **CUSTOMS DUTY** : The services under this Contract shall be carried out in ML/PEL areas of the Company which have been issued or renewed to Company after 01/04/99 and therefore, Customs Duty on the imports under this Contract presently shall be Nil. Bidders should take note of the same while quoting. No customs duty is therefore considered for evaluation.

END OF PART – 2

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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) "The Work" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) "Company" or "OIL" means Oil India Limited;
- (e) "Contractor" means the Contractor performing the work under this Contract.
- (f) "Contractor's Personnel" means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) "Services" means the work specified in Section-II, Part-3 and all other obligations to be complied with by Contractor pursuant to and in accordance with the terms of this contract.
- (h) "Specification" means the description of the Services and/or Equipment set out in Section-II
- (i) "Company's Personnel" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (j) "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.

- (k) “Willful 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.
- 2.0 **EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:**
- 2.1 **EFFECTIVE DATE:** The contract shall become effective as of the date Company notifies Contractor in writing (through Letter of Award) that it has been awarded the contract. Such date of notification of award of Contract will be the Effective Date of Contract.
- 2.2 **MOBILISATION TIME:** The Contractor shall have to complete mobilization within 30 days from date of issue of LOA (Letter of Award). Mobilisation shall be deemed to be completed as soon as the consultant will make visit to OIL Head Quarter, Duliajan for review and collection of available Geoscientific data and other seismic data.
- 2.3 **DATE OF COMMENCEMENT OF CONTRACT:** The date on which the mobilization is completed in all respects and the Contractor is in readiness to commence the work shall be treated as date of commencement of Contract.
- 2.4 **DURATION OF CONTRACT:** The Consultant shall submit the final survey design and acquisition parameters report (Phase I, II & III) within 6 (Six) weeks from the date of commencement of contract. However the entire contract shall be for a period of 18 (Eighteen) Months from the date of commencement of the contract.
- 3.0 **GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:
- 3.1 Perform the work described in the Terms of Reference (Section II) in most economic and cost effective manner.
- 3.2 Except as otherwise provided in the 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 his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

- 3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter 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 and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.3 Perform all other obligations required of Company by the terms of the contract.
- 5.0 **PERSONNEL TO BE DEPLOYED BY CONTRACTOR**
- 5.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable Company and statutory safety requirement. Upon Company's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.
- 5.2 The Contractor shall be solely responsible throughout the period of this contract for providing all requirements of their personnel including but not limited to their transportation to & fro Duliajan/field site, enroute/local boarding, lodging, medical attention etc. Company shall have no liability or responsibility in this regard.
- 5.3 Contractor's key personnel shall be fluent in English language (both writing and speaking).
- 6.0 **WARRANTY AND REMEDY OF DEFECTS**
- 6.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with their highest degree of quality, efficiency, and with the state of the art technology/inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Technical Specifications. They should comply with the instructions and guidance, which Company may give to the Contractor from time to time.

6.2 Should Company discover at any time during the tenure of the Contract or within 3(three) months after completion of the Contract 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. 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 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 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 :
- 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.
- 10.0 **CHANGES:**
- 10.1 During the performance of the work, Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.
- 10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section IV). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with

Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

11.0 **FORCE MAJEURE:**

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

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

11.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

12.0 **TERMINATION:**

12.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or 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 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination including the De-mob cost, if any.
- 12.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.
- 12.9 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 12.10 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the

contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.

13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

13.1 Arbitration(Applicable for Suppliers/Contractors other than PSU) :

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder :

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

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 pendente-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, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 13.1 & 13.2 will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

14.0 NOTICES:

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

Company

- a) **For contractual matters**
Head (Contracts)
OIL INDIA LIMITED
PO DULIAJAN - 786602
ASSAM, INDIA
Fax No. 91-374-2803549
Email: contracts@oilindia.in

- b) **For technical matters**
General Manager [GS]
OIL INDIA LIMITED
PO Duliajan - 786602,
Assam, India
Fax No. 91-374-2800411
Email: gs@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.

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 FOR DEFAULT IN TIMELY MOBILISATION:**

17.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of work within the stipulated period, the Contractor shall be liable to pay liquidated damages at the rate of 0.5 % of the estimated total Contract value per

week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilisation period till the date of commencement of Contract as defined in Clause 2.0 of Section-I.

- 17.1.1 If the Contractor fails to mobilise within 15 weeks after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.

- 17.2 **LIQUIDATED DAMAGES FOR DELAY IN SUBMISSION OF FINAL REPORT:** In case there is delay in submission of the Final report as per the schedule of Completion (as per Sub-Clause 2.4 of Section-I) due to the reasons attributable to the Contractor, the Contractor shall be liable to pay liquidated damages at the rate of 0.5% of the estimated total contract value per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled report submission period till the actual submission of the report as defined in Clause 2.4 of Section-I.

- 17.2.1 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to Complete the work within the stipulated period. In the event of non-completion of the jobs as per the provisions of this contract, the company reserves the right to claim back the amount already paid to the contractor. Any part/phase completion, barring the final phase, will be regarded as non-completion of the contract and loss of time & cost to the company.

- 17.3 However, the maximum amount of Liquidated Damages for both delay in Mobilisation and delay in submission of final report combined shall not exceed 7.5% of total contract value.

- 18.0 **PERFORMANCE SECURITY:** The Contractor has furnished to Company a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 7.5 % of estimated Total Contract Price) valid till _____ towards performance security. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

- 19.0 **ASSOCIATION OF COMPANY'S PERSONNEL:** Company's engineer will be associated with the work throughout the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed IP Survey Contractors to major international oil companies in the petroleum industry.

- 20.0 **LABOUR:** The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970.
- 21.0 **LIABILITY:**
- 21.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 21.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.
- 21.3 The Contractor hereby agrees to waive its right 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 **PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT, SET-OFF:**

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

24.1.1 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances. The offers stipulating payment/part payment to such third party will be considered as non-responsive and such offers will be rejected.

24.2 **MANNER OF PAYMENT:** All payments due by Company to Bidder shall be made at Contractor's designated bank. All bank charges will be to Bidder's account.

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

24.4 **INVOICES:** Bidder shall raise invoices for release of the payment against the contract at the end of the contract as indicated in the

Schedule of Rates of the contract. Payment of undisputed portion of the invoice shall be released within 30 (thirty) days of receipt of invoice.

- 24.5 Company shall within 30 days of receipt of the invoice notify Bidder of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in sub- clause 24.3 above.
- 24.6 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.
- 24.7 Bidder shall maintain complete and correct records of all information on which Bidder's invoices are based upto 3 (Three) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection. Any audit conducted by Company of Bidder's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Bidder to Company and (ii) that Bidder is otherwise in compliance with the terms and conditions of this Agreement.
- 24.8 **SET-OFF:** Any sum of money due and payable to the Contractor(including Performance Security refundable to them) under this or any other Contract may be appropriated by OIL and set-off against any claim of OIL(or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with OIL(or such other person or persons contracting through OIL).
- 25.0 **WITHHOLDING:** Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of :-
- a) For non-completion of jobs assigned as per Section-II.
 - b) Contractor's indebtedness arising out of execution of this Contract.
 - c) Defective work not remedied by Contractor.
 - d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.

- e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

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

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

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

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

26.0 **APPLICABLE LAW:**

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

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

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

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

28.0 **SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of issue of letter of award if there is a change in or enactment of any law or change in application or enforcement or interpretation of existing law by any governmental authority or public body, which results in addition/reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company/Contractor shall reimburse the Contractor/pay Company for such additional/reduced

costs actually incurred/saved by Contractor, subject to the submission of documentary evidence by Contractor/Company.

- 29.0 **ROYALTY AND PATENTS**: Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.
- 30.0 **LIMITATION OF LIABILITY**: Notwithstanding any other provisions herein to the contrary, except only in cases of willful 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 100% 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.
 - (c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.
- 31.0 **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.

END OF SECTION – I

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SECTION: II

SCOPE OF WORK OF/TERMS OF REFERENCE/ TECHNICAL SPECIFICATION

Terms of Reference/Technical specifications

Consultancy services for 3D seismic survey parameter designing for a proposed high resolution 3D seismic survey in NHK and adjoining areas.

1.0 PREAMBLE:

Oil India Limited (OIL) is a premier national oil company of India, engaged in exploration, production and transportation of hydrocarbons. OIL is operating various concessions (blocks) in India and abroad. OIL is planning to carry out high resolution 3D-survey in its matured oil field areas in Nahorkatiya and adjoining areas in Upper Assam region, India in the forthcoming field season hiring services of internationally reputed geophysical service providers. The surface coverage of proposed 3D-seismic survey is around 615 Sq. Km. The acquired datasets are required to be amenable to AVO & Pre-stack inversion and to be worthy for detection of thin sands (of around 10m) at depth of around 3000m. The survey area is within Latitude: 27 degree 15 minutes 00 seconds – 27 degree 30 minutes 00 seconds and Longitude: 95 degrees 00 minutes 00seconds - 95 degrees 30 minutes 00 seconds.

2.0 THE OBJECTIVES OF THE SURVEY & THE CONSULTANCY SERVICES:

The proposed survey area covers the Nahorkatiya and adjoining areas. The Nahorkatiya field was discovered primarily based on Gravity data in nineteen fifties; it is a matured field now with densely populated wells (around 300-350 wells). Data acquisition in the oil-field area is quite challenging. There are wide riverbeds, swamps (oxbow lakes), oil-gas production installations and densely populated dwelling houses. Previous seismic campaigns had been carried out using dynamites and conventional geophones which could not provide good data amenable to AVO & Pre-stack inversion studies due to skips of large nos. of shots & receivers because of above mentioned adverse surface logistics. There is energy penetration problem in river-bed area because of poor shot-hole depth due to high aquifer pressure. Receivers also do not pick good energy because of poor ground coupling in sand areas of river bed.

Fig.1: The Proposed area of high resolution 3D-seismic survey.

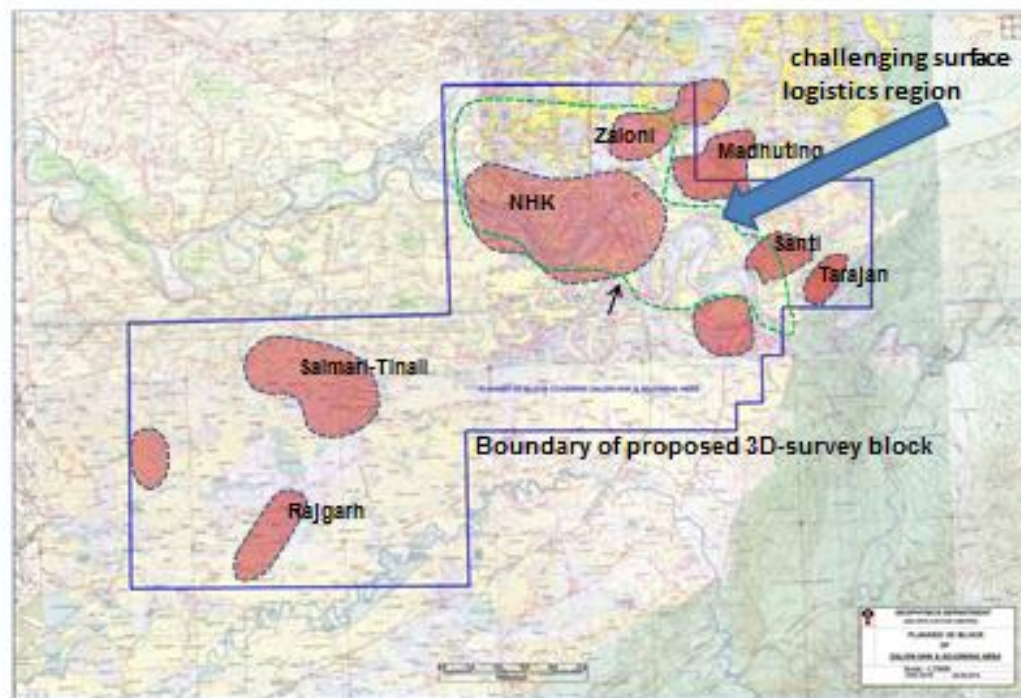
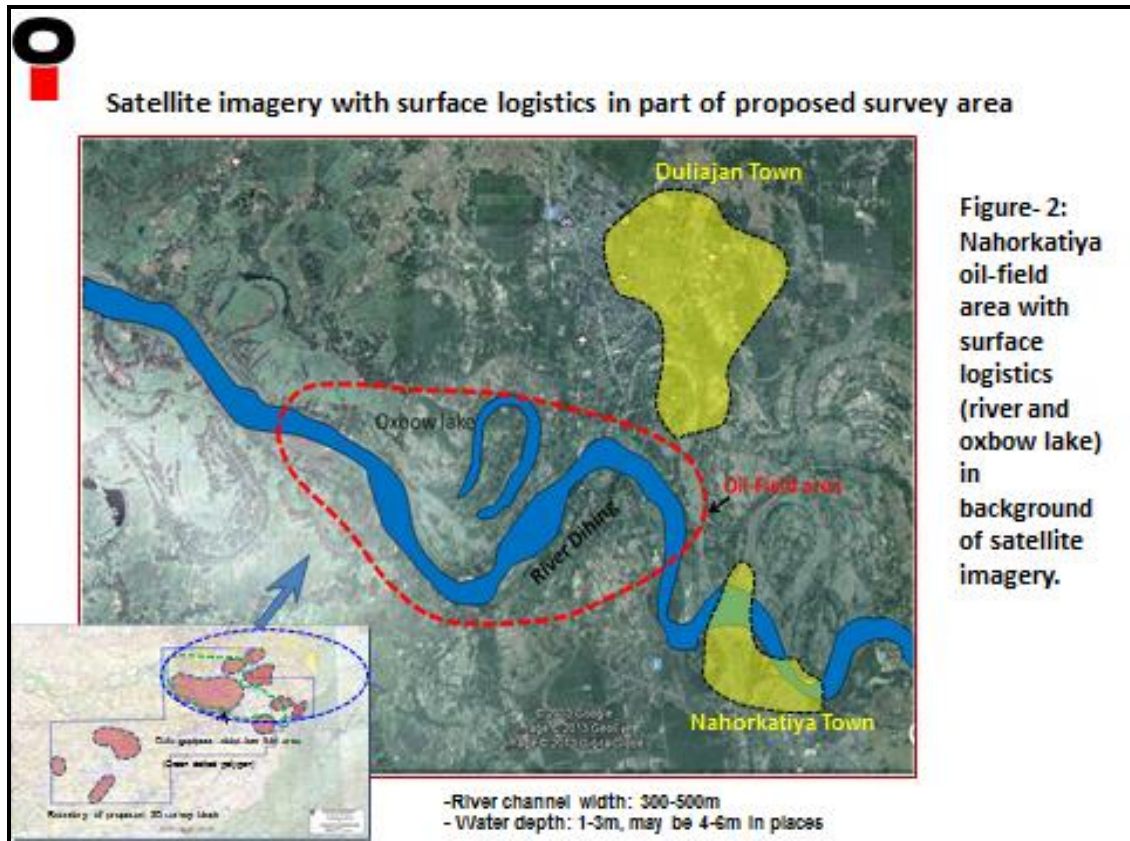


Figure-1: Proposed High Resolution 3D-survey block (615 SQKM approx.)

Fig.2: Nahorkatiya oil-field area with surface logistics (river and oxbow lake) in background of satellite imagery.



Nahorkatiya oilfields and adjoining areas have become matured and productions are in declining trend; further detail exploration in the field area is intended to locate by-passed/ un-swept oil and new reserves which are still untapped in order to arrest decline of production. In this regard a fresh campaign of detail seismic imaging with AVO & Pre-stack inversions is planned for this oil-field area. The acquired seismic data needs to be amenable to such studies, and in this respect gathers should have uniform fold with regular offset distribution.

Given the circumstances of prevailing adverse surface logistics and experience of previous seismic campaign, the intended survey may require mixed energy sources as well as mixed receivers in order to avoid skips of shot-points and receivers so that uniform fold & regular offsets in bin points could be obtained overcoming the adverse surface logistics and poor shot-hole depth.

Geologic formations are predominantly comprised of shale and sand alterations. Target formations are of Eocene group to late Miocene group. Depth of investigation is up to 4000 m.

Sl. No.	Target Formation	Prospect type	Depth (m)
1	Girujan (late Miocene)	Stratigraphic plays; Sand lenses in thick flaky Shales	1900-2500m
2	Tipam (late Miocene)	Structural & stratigraphic plays; Sands & Shales alterations	2500-3000m
3	Barail (Miocene)	Structural & stratigraphic plays; Sands & Shales alterations	3000-3700m
4	Eocene Group (Eocene- Oligocene)	Structural plays; Sands & Shales alterations with bands of Limestones	3700-4200m

For such kind of desired 3D-seismic survey project in prevailing adverse surface logistics suitable survey design, 'fit for purpose' equipment's / technologies are the keys to success. It requires engaging an internationally reputed consultant who would provide his consultancy services in planning and designing of survey (data acquisition) parameters, identifications of resources to be used and preparing the estimates.

3.0 **SCOPE OF THE CONSULTANCY WORK:**

Phase-I : Consultant will make a visit to OIL's Field Head-Qtr. Duliajan, Assam to have first-hand information on surface logistics like swamps, rivers and others in the proposed survey area and to review of available seismic data & other geo-scientific data. Consultant will make a field visit to Nahorkatiya & Adjoining areas to see the surface logistics & related ground condition. The Consultant may be allowed to collect existing seismic data & other relevant geo-scientific information required for designing the survey design parameter study. During his stay, consultant will also analyse the well log data regarding the depth of target horizon and also its variation in the study area with the help of earlier interpretation work. OIL will provide latest map pertaining to the vegetation and populated area in the study area. The time duration is 7 (seven) working days.

Phase-II: Consultant will propose a suitable 3D-survey design and acquisition parameters in order to obtain high resolution seismic image and data amenable to AVO & Pre-stack inversions to delineate potential hydrocarbon bearing sands in the target formations. Consultant may consider suitable mixed sources and mix of receivers to overcome adverse surface logistics in order to obtain uniform fold and regular offsets in bin-points. A preliminary report should be submitted in softcopy by the consultant to OIL prior to finalizing the study result and survey design. Consultant is desired to extend his expert advice in formulating the 'Scope of Work Section' and related technical specifications of the proposed 3D-data

acquisition tender for the hiring of 3D seismic Acquisition & Processing for Nahorkatiya & adjoining areas.

Phase-III: The final results of the 3D designing for the proposed areas will be presented to OIL Geoscientists. Then the final report of the study will be submitted in two sets (Hard copies) & one set in Soft copy. During his stay at Duliajan, the consultant will help OIL geo-scientists to frame up the final & optimized scope of work, the technical terms & conditions of the Tender document for the proposed 3D-seismic survey. Time duration may be for 8-10 working days.

Note: Consultant is expected to submit the final survey design and acquisition parameters report within 6 (Six) weeks from the date of commencement of contract.

Phase-IV: The Consultant will have to be present during the Experimental works carried out by the Contractor hired for 3D seismic AP services for the proposed area. The Consultant is desired to visit the field site and give necessary suggestions/recommendations to improve/optimize the seismic resolution & quality to meet the objective of the proposed project of 3D seismic in Nahorkatiya & adjoining areas. The time duration is 7 (seven) working days.

Phase V:

i) The Consultant is expected to extend technical help & services by responding to OIL's query through email/Telephone/Fax/Video Conferencing during the course of the actual ongoing 3D seismic survey operation for the proposed areas. Above communications will solely focus on technical inputs towards the improvement of the proposed 3D seismic Design parameters in the event of loss in fold, desired offsets & azimuths, etc. taking into account actual ground realities. The consultant is required to regularly update/modify/simulate the survey design or survey parameters to achieve the desired fold, offsets & azimuth etc.

ii) The consultant needs to make two visits for duration of one week each during Phase V, if OIL desires. The date may be mutually agreed between OIL & Consultant.

Note:

1. Phase V is optional, OIL will exercise its discretion whether the jobs under items i) & ii) of Phase-V will be carried out or not. The consultant needs to quote for Phase V and the same will be used for Technical & commercial evaluation.

2. Verification for the successful completion of each phase will be done by OIL's representative.

4.0 **EQUIPMENT & ACCESSORIES:**

- i) Organization of the Consultant will provide all the necessary equipment's /computing facilities for the study during the works to be carried out at consultant's own workplace.
- ii) In India at OIL's office, during consultancy in survey parameters design study OIL will provide required computing facilities. The Consultant or his organization will provide the pertaining necessary software.

5.0 **SUBMISSION OF THE REPORT:**

The consultant shall initially submit a draft report (softcopy) to Head-Geophysics, OIL, Duliajan, India. The feedbacks/suggestions/comments generated out of this draft report need to be suitably incorporated in the Final Report.

The consultant will submit a final report comprising the suitable survey design & acquisition parameters, list of infrastructure/equipment/resources to be used and the cost estimate for the proposed 3D-seismic survey. The consultant needs to submit at least two different possible survey designs keeping in the mind the geological objective and surface logistics of the proposed area. The final report will be submitted within six weeks from the date of commencement of the contract.

The final report will include maps, figures, diagrams, drawing & sketches etc. generated during the course of work. The final report of the study will be submitted in two sets (Hard copies) & one set in Electronic copy (preferably in Flash Drive).

The consultant is required to submit an experimental report after successful completion of Experimental job as stated in Phase IV within one week during his/her visit to field headquarters, considering practical aspects and incorporating real field situations observed during experimental shooting. The experimental report will include type of sources (explosive/ vibrator/ air-gun), charge size, Depth of shot hole, type of receivers (geophones /hydrophones/ marshy-phones), Noise analysis, etc.

The consultant is required to submit a report after each of his/her visit to field headquarters as mentioned in Phase V (if OIL decides to carry out Phase- V), considering practical aspects and incorporating the updates/modifications/simulations in the survey design/ survey parameters based on real field situations observed during production shooting.

6.0 **AREA OF THE SCHEDULED WORK:**

The area of the proposed 3D-seismic survey lies within OIL's operational area in Upper Assam. The survey design, simulation and acquisition parameters fixation will be carried at consultant's workplace after examining the existing geo-scientific data(viz. Seismic, Well log, Well Templates, Well Commentaries, TWT Maps, etc.)

END OF SECTION-II

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SECTION - III

SPECIAL CONDITIONS OF CONTRACT

- 1.0 **DEFINITIONS:** Following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires:
- 1.1 “Work” means each and every activity required for successful performance of the services described in SECTION-II, PART-3 SCOPE OF WORK/ TERMS OF REFERENCE/TECHNICAL SPECIFICATION as per international standards.
- 1.2 “Contractor’s Key personnel” mean the personnel as mentioned under section SECTION-II, SCOPE OF WORK/ TERMS OF REFERENCE/ TECHNICAL SPECIFICATION to be provided by Contractor to conduct the work hereunder.
- 1.3 “Approval” as it relates to Company, means written approval.
- 1.4 “Facility” means and includes all property of Company owned or hired, to be made available for the services under this Contract.
- 1.5 “Certificate of Completion” means certificate issued by the Company to the Contractor stating that he has successfully completed the jobs/works assigned to him and submitted all deliverables & necessary reports as required by the Company.
- 2.0 **CONTRACTOR’S PERSONNEL**
- 2.1 Except as otherwise hereinafter provided the selection, replacement, and engagement; Contractor shall determine remuneration of Contractor’s personnel. Such employees shall be solely of Contractor’s employees. Contractor shall ensure that its personnel will be competent and efficient. However, the Contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the company before the actual deployment. The Contractor shall not deploy its personnel unless cleared by the company.
- 2.2 Contractor’s Personnel: Contractor shall provide all manpower for necessary supervision and execution of all work under this contract to company’s satisfaction except where otherwise stated. The minimum number of key personnel to be deployed is mentioned in this document.
- 2.3 Replacement of Contractor’s Personnel: Contractor shall immediately remove and replace any of his personnel, who in the opinion of company, is incompetent, or negligent or of unacceptable behavior or

whose employment is otherwise considered by company to be undesirable.

3.0 COMPANY'S REQUISITES

- 3.1 Contractor shall, prior to mobilization, furnish to Company a list of all personnel who are to perform the Services. The list shall show each person's qualifications, details of work history and previous employment with dates, training courses attended, and copies of all pertinent certifications. All Personnel must be fluent in written and spoken English.
- 3.2 If the Contractor plans to change any personnel from the list, then he shall notify Company in advance of the intended change and give Company the above mentioned particulars of the new person with requisite qualifications.
- 3.3 Company reserves the right to reject any person on such list, and any subsequent changes to the list.
- 3.4 A notice period of one week shall be given to mobilize the personnel.

4.0 FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT OIL INDIA LIMITED

- 4.1 Food, lodging and local transport of Contractor's personnel during their stay at OIL's facility as per the details laid out in the Contract shall be provided by Company (OIL) free of cost.
- 4.2 **Medical Facilities:** The Contractor shall arrange for medical facilities and qualified First Aid Trained personnel including an ambulance at Contractor's cost. However, OIL may provide services of OIL Hospital as far as possible in emergency on payment.

5.0 CONTRACTOR'S ITEMS

- 5.1 Contractor shall provide contractor's items and personnel to perform the services under the contract as specified in this document.
- 5.2 Contractor shall be responsible for maintaining at his cost adequate stock levels of contractor's items including spares and replenishing them as necessary.
- 5.3 Contractor shall be responsible for the maintenance and repair of all contractors' items and will provide all spare parts, materials, consumables etc. during the entire period of the contractual period.

6.0 CONTRACTOR'S SPECIAL OBLIGATIONS

- 6.1 Compliance with Company's Instructions: Contractor shall comply with all instructions of Company consistent with the provision of this Contract.

- 6.2 The Contractor should use available versions of all software packages during the period of the contract.
- 6.3 Contractor shall arrange at their own cost all consumables & spares including papers, cartridges, and other consumables and spares that may needed for the work.
- 6.4 The list of personnel indicates the minimum requirement of key personnel. However, the Contractor may choose other personnel that the Contractor deems are required to accomplish the job as per the Scope of Work/Terms of Reference/Technical Specification SECTION-II, and time frame for completion of the work as stipulated in the Contract.
- 6.5 The Contractor shall furnish the list with Bio-data of key personnel proposed to be deployed prior to the commencement of Work. The bio-data shall include the name, nationality, qualification, experience and passport details of the person.
- 6.6 The Contractor's expatriate and technical personnel must have thorough knowledge of English.
- 6.7 The Contractor's personnel must be sound enough to provide the above services in international standard, failing which Company reserves the right to ask for removal of any Contractor's personnel with 24 hours notice.
- 6.8 Any other work required for the efficient and successful execution of work shall be carried out by the Contractor except those enumerated under the obligation of the Company defined in Clause 4.0 of SECTION-I.
- 7.0 **CONFIDENTIALITY**: Contractor agrees to be bound by professional secrecy and undertake to keep confidential all the data as well as any information/output obtained during the conduct of work, take all-reasonable steps to ensure that the contractor's personnel likewise keep such information confidential.
- 7.1 This obligation shall keep in force even after the termination date and until such information will be disclosed by company.
- 7.2 Contractor shall handover to company all company's documents, data etc. Concerning the work carried out and which are still in its possession after completion of the work at their own cost.

8.0 **RIGHTS AND PRIVILEGES OF COMPANY:**

The Company shall be entitled:

- 8.1 To check the work Centre/Facility and other Contractor's resources before the commencement of work. If they are not found in good order or do not meet the international standards as per the requirement of the work stipulated in the Contract, the contractor may not be allowed for commencement of work until the contractor has remedied such default.
- 8.2 To order suspension of work while and whenever:
- a) Contractor's personnel is deemed by company to be not satisfactory.
 - b) Contractor's equipment/work methodology does not conform to regulations or to the specifications laid down in the Contract.
 - c) Contractor's insurance in connection with the operations hereunder is found by company not to conform to the requirements set forth in the contract.
 - d) Contractor fails to meet any of the provisions in the contract.
 - e) Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.
- 9.0 **HEADINGS:** The headings of the clauses of the contract are for convenience only and shall not be used to interpret the provisions hereof.

10.0 **ASSOCIATION OF COMPANY'S PERSONNEL:**

- i) Company's personnel will be associated with the work during the course of the study.
- ii) The Contractor shall execute the Scope of Work with professional competence and provide the Company with a standard of work customarily provided by reputed consultants to major National & International oil companies in the petroleum industry.
- iii) The final report of the study will be decided in consultation and approval of the Company's representatives after the Contractor has conducted the necessary study. The final report will also be decided in consultation and approval of the company's representative. Contractor shall not change any parameters without prior approval of Company's representative.

11.0 **PROVISION OF PERSONNEL AND FACILITIES:**

- i) The Contractor shall provide competent, qualified and adequately experienced personnel for carrying out jobs as mentioned in scope of work.
- ii) All the personnel provided by the Contractor must have requisite experience in respective fields and should be fluent in English language. On Company's request, Contractor shall remove and replace at their own expenses, any of their personnel whose presence/performance is considered undesirable/unsuitable in the opinion of the Company. The Contractor shall provide Indian Staff, if any, at their own expenses.
- iii) The Contractor shall be responsible for and shall provide for all requirements of their personnel, if any including but not limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and all immigration requirement and taxes, if any, payable in India or outside at no extra charges to the Company.
- iv) Contractor shall forward the list of personnel deployed along with bio-data/ qualification/experience of the personnel during the course of submission of their bids with all supporting documents. Any additional manpower deployed by the Contractor shall be at the expense of the Contractor.
- iv) Company reserves the right to instruct for removal of any Contractor's personnel who in the opinion of company is technically not competent or not rendering the services faithfully, or due to other reasons. The replacement of such personnel shall be immediate and not exceed duration of One (1) week. The deported personnel shall be allowed to continue the job till the replacement arrives with the discretion of the Company. However, no extension to the entire duration of the contract will be given to the contractor on such accounts.

12.0 **CUSTOMS DUTY**

- 12.1 Company shall use **the Services under the Contract in the PEL/ML areas renewed / issued to Company after 1.4.1999 and therefore, in terms of Notification No. 21 dated 01.03.2002, goods specified in List-12 imported in connection with petroleum operations under this Contract would attract zero customs duty. Company will issue Recommendatory Letter to Directorate General of Hydrocarbons(DGH), Ministry of Petroleum & Natural Gas, as per Government guidelines for issuance of Essentiality Certificate (EC) from Directorate General of Hydrocarbons, to enable the Contractor to import goods at concessional (Nil) customs duty so**

as to provide the services under this Contract provided these goods are specified in the List-12 of the aforesaid Notification.

12.2 Bidder should provide the list of items to be imported by them under the Contract in the format specified in Proforma-A along with their bid for issuance of Recommendatory Letter to DGH. Contractor shall make written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (with clear 15 working days notice) requesting Company for issuance of the Recommendatory Letter. OIL shall issue the Recommendatory provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH arising solely as a result of any default on the part of the Contractor.

12.3 All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.

12.4 However, in the event customs duty becomes leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in Proforma-A or the actual whichever is less (for the first time import) and at actuals (for subsequent imports), provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor at Kolkata within 3 working days after Contractor submits the undisputed and clear necessary documents / duty assessment papers at Company's office at Kolkata. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited / restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilisation period. In case of clearance thereafter, on the CIF value of items in Proforma-A will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty.

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

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

12.6 **DEMOBILISATION & RE-EXPORT:** The Contractor shall arrange for and execute demobilization of their Tools/Equipment/Spare/Accessories/Manpower etc. upon receipt of notice for demobilization from Company. Demobilisation shall mean completion / termination of the contract and shall include dismantling of the equipments, including the manpower and re-export of the re-exportable equipments, unutilized spares and consumables at the cost of the contractor. Demobilization shall be completed by Contractor within 60 days of issue of demobilization notice by Company. Immediately after re-exporting the equipments, its accessories and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting the equipments, its accessories and the unused spares and consumables. In case of failure to re-export any of the items as above within the allotted time period of 60 days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by customs on such default in re-export from Contractor's final settlement of bills and Performance Security.

12.6.1 In the event all / part of the equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India, then Contractor shall be fully liable for payment of the Customs Duty.

12.6.2 Contractor must furnish an undertaking that “the equipment imported and also spares & accessories which remained unutilized after the expiry of the contract, would be re-exported at their own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject”. In case of non-observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.

12.6.3 In the event all / part of the equipment etc. are transferred by Contractor after expiry/termination of the contract within the country to another operator for providing services, and/or sold to a third party, Contractor shall obtain all necessary Govt. of India clearances including the Customs formalities for transferring to another operator and/or sale of the equipment, its accessories and the unused spares and consumables to a third party. Company will not be responsible for any non-compliance of these formalities by Contractor. Payment of Customs Duty and penalties(if any) imposed by Govt. of India or Customs authorities for transferring the items in part or in full to an area where Nil Customs Duty is not applicable or sale of the items shall be borne by the Contractor and Contractor indemnifies Company from all such liabilities.

END OF SECTION-III

&&&&

SECTION IV

SCHEDULE OF RATES

The payment shall be made to the Consultant for the services provided under the contract as per below:

1.0 SCHEDULE OF RATES & PAYMENT: BREAKUP OF ITEMS/SERVICES SOUGHT IN THE CONTRACT

Phase	JOB DESCRIPTION	UNIT	QTY	RATE (USD)	TOTAL (USD)
I	Total Lumpsum cost of Field visit to Duliajan, Data Collection and Study of available Geo-Scientific Data (Seismic, Wireline, Interpretation and reports etc.)	LSM	1	a	A = (1xa)
II	Total Lumpsum cost of Appropriate Survey Design to address Geophysical imaging issues w.r.t. present surface logistics and submission of preliminary Design & simulation report in softcopy to OIL, Duliajan	LSM	1	B	B = (1xb)
III	Total Lumpsum cost of Final Report Presentation visit to OIL, Duliajan and Final Report submission, Helps for framing up the final & optimized scope of work and technical terms & conditions of the Tender document for the proposed 3D survey	LSM	1	c	C = (1xc)
IV	Total Lumpsum cost for Field visit to OIL, Duliajan during Experimental work of proposed 3D survey and for submission of feedback	LSM	1	d	D = (1xd)
V(i)	Total Lumpsum cost of Electronic Consultancy via email/fax/video conferencing during 3D seismic survey as detailed in Phase -V (i) of Scope of work	LSM	1	e	E = (1xe)

V(ii)	Total Lumpsum cost of Consultancy and Field visits to Duliajan during 3D seismic survey as detailed in Phase- V (ii) of Scope of work	LSM	1	f	$F = (1 \times f)$
	TOTAL ESTIMATED CONTRACT COST INCLUDING ALL TAXES & DUTIES BUT EXCLUDING SERVICE TAX WHICH SHALL BE EXTRA TO OIL	$T = A+B+C+D+E+F$			

2.0 **SCHEDULE OF PAYMENT**

- 2.1 Payment will be made Phase-wise. The contractor is required to raise invoices after successful completion of each phase of work as described in the scope of consultancy services. However, the completion of the said phase shall have to be certified by the company's representative(s).
- 2.2 Contractor will submit 3 (three) sets of invoices to the Company for payment along with company certificate of satisfactory completion for each phase.

END OF SECTION - IV

&&&&

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 Organisation "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 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 cartelisation 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. New Delhi.
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

Place : Duliajan

Witness1 :

Date :

Witness 2 :

&&&&

PROFORMA-A

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

Sr l#	Item Descrip- -tion	Qty /Un it	Rate	Total	Freight & Insuranc e	CIF Valu e	Port & other charg e	Land ed Cost	Is it re- exportabl e? YES or NO	Yea r of Mfg.	HSN Cod e
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".

Authorized Person's Signature: _____

Name: _____

Seal of the Bidder:

PROFORMA-B**PRICE SCHEDULE**

Phase	JOB DESCRIPTION	UNIT	QTY	RATE (USD)	TOTAL (USD)
I	Total Lumpsum cost of Field visit to Duliajan, Data Collection and Study of available Geo-Scientific Data (Seismic, Wireline, Interpretation and reports etc.)	LSM	1	a	$A = (1xa)$
II	Total Lumpsum cost of Appropriate Survey Design to address Geophysical imaging issues w.r.t. present surface logistics and submission of preliminary Design & simulation report in softcopy to OIL, Duliajan	LSM	1	B	$B = (1xb)$
III	Total Lumpsum cost of Final Report Presentation visit to OIL, Duliajan and Final Report submission, Helps for framing up the final & optimized scope of work and technical terms & conditions of the Tender document for the proposed 3D survey	LSM	1	c	$C = (1xc)$
IV	Total Lumpsum cost for Field visit to OIL, Duliajan during Experimental work of proposed 3D survey and for submission of feedback	LSM	1	d	$D = (1xd)$
V(i)	Total Lumpsum cost of Electronic Consultancy via email/fax/video conferencing during 3D seismic survey as detailed in Phase –V (i) of Scope of work	LSM	1	e	$E = (1xe)$
V(ii)	Total Lumpsum cost of Consultancy and Field visits to Duliajan during 3D seismic survey as detailed in Phase- V (ii) of Scope of work	LSM	1	f	$F = (1xf)$

	TOTALESTIMATED CONTRACT COST INCLUDING ALL TAXES & DUTIES BUT EXCLUDING SERVICE TAX WHICH SHAL BE EXTRA TO OIL	$\mathbf{T = A+B+C+D+E+F}$
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NOTE:

1. Consultant must include in the quoted rates all To and fro Air fare travel cost, hotel cost, en-route expenses etc. during travel time from place of origin to Dibrugarh, Assam, India. Local transport, food and lodging etc. shall be arranged by OIL.
2. Consultant must include all liabilities and taxes including statutory liabilities but excluding Service Tax which will be borne by the company (OIL).
3. The items mentioned in above clause are to be read in conjunction with Schedule of Rates in Section IV, Part-3.
4. Payment will be made Phase-wise. Invoices can be raised after successful completion of each phase. Successful completion of each phase will be verified & signed by OIL representative.

Authorized Person's Signature: _____

Name: _____

Seal of the Bidder:

BID FORM

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

Sub: IFB No. CDG4866P15

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 180 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 _____ 2014.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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

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

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

FORM OF BID SECURITY (BANK GUARANTEE)

To:
M/s. OIL INDIA LIMITED,
For Head(Contracts)
Duliajan, Assam, India, Pin - 786 602

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s IFB 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 common seal of the said Bank this ____ day of ____ 2014.

THE CONDITIONS of these obligations are:

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

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

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

SIGNATURE AND SEAL OF THE GUARANTORS _____
Name of Bank & Address _____

Witness _____
Address _____

(Signature, Name and Address)

Date: _____

Place: _____

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

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

FORM OF PERFORMANCE BANK GUARANTEE

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

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

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

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

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

This guarantee is valid until the date _____ (calculated at **3 months** after Contract completion date).

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

Witness _____
Address _____

Date
Place _____

AGREEMENT FORM

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

WHEREAS the Company desires that Services _____ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may 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 Terms of Reference;
- (c) Section-III indicating the Special Terms & Condition;
- (d) Section-IV 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
HEAD (CONTRACTS)
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Sir,

Sub: OIL's IFB No. CDG4866P15

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.

PROFORMA-I

AUTHORISATION FOR ATTENDING BID OPENING

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

Date : _____

Sir,

Sub : OIL's IFB No. CDG4866P15

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.