



NEF PROJECT

P.O. - Duliajan, Pin -786 602
DIST.- DIBRUGARH, ASSAM, INDIA
E-mail: nef@oilindia.in
TEL: (91) 374-2807461/62
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Website: www.oil-india.com

COVERING LETTER

M/s. _____

Sub: E-Tender No. CNG7093P16 for Processing of 400 GLKM 2D Seismic Data already acquired from Deomali & Namchik PEL Area in Arunachal Pradesh, India.

Sir,

- 1.0 OIL INDIA LIMITED (OIL), a Government of India Enterprise under the Ministry of Petroleum and Natural Gas, is a premier up-stream oil company engaged in the business of Exploration, Production & Transportation of Crude Oil & Natural Gas as well as production of LPG, having its Headquarter at Duliajan, Assam in India. Its operations are largely based in the north-eastern parts of India particularly in Mizoram, Assam and Arunachal Pradesh but have also extended its activities in different parts of India and abroad. Duliajan is well connected by Air with nearest Airport at Dibrugarh, 45 km away.
- 2.0 In connection with its hydrocarbon exploration activities, OIL's NEF Project, Duliajan invites ONLINE International Competitive Bids (ICB) through its e-Procurement Portal: [https://etender.srm.oilindia.in/irj/portal_under **Single Stage Two Bid System**](https://etender.srm.oilindia.in/irj/portal_under_Single_Stage_Two_Bid_System) from competent and experienced Service Providers/Contractors for Processing of 400 GLKM of 2D Seismic Data pertaining to Deomali and Namchik PEL areas of Arunachal Pradesh, India.
- 3.0 One complete set of bid document for hiring of above services is being forwarded herewith. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time. For your ready reference, few salient points (covered in detail in this Bid Document) are highlighted below:
 - (i) IFB No./E-Tender No. : CNG7093P16 dated 06.05.2015
 - (ii) Type of Bidding : Online-Single Stage-Two Bid System
 - (iii) Tender Fee : US \$ 160.00 **OR** INR 10,000.00
 - (iv) Bid Closing Date & Time : 10th June, 2015 (11:00 HRS IST)
 - (v) Technical Bid Opening Date & Time: 10th June, 2015 (14:00 HRS IST)
 - (vi) Price Bid Opening Date & Time : Will be intimated only to the eligible/qualified Bidders nearer the time.

- (vii) Bids to be addressed to : Bids must be uploaded online in OIL's E-procurement portal addressing to:
HEAD - NEF
NEF Project, Oil India Limited,
P.O.- Duliajan -786602, Assam, India.
- (viii) Bid Opening Place : Office of the HEAD - NEF
NEF Project, Oil India Limited,
Duliajan -786602, Assam, India.
- (ix) Bid Security Amount : US \$ 4,800.00 **OR** INR 3,05,000.00
- (x) Amount of Performance Guarantee : 7.5% of the estimated Contract Cost
- (xi) Duration of the Contract : Seven (7) months from the date of award of contract (LOA).
- (xii) Quantum of Liquidated Damage for default in timely completion : 0.5% of total evaluated contract value for delay per week or part thereof, subject to maximum of 7.5%.
- (xiii) Original Bid Security to be submitted: HEAD-NEF
NEF PROJECT, OIL INDIA LIMITED
DULIAJAN - 786 602, ASSAM, INDIA
- (xiv) Integrity Pact : Must be digitally signed & uploaded alongwith the Techno-commercial Bid

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

- 4.1 Bidders can click on **Guest** login button in the e-portal to view the available open tenders. The detailed guidelines are available in OIL's e-procurement site (Help Documentation). For any clarification with respect to uploading of Bid, bidders may contact Mr. A. J. Sarmah, Sr. Manager (ERP-MM) at arupsarmah@oilindia.in or phone: 09954486025 (mob).
- 4.2 For taking part in OIL's e-Tenders, Bidders must have a legally valid digital certificate of Class 3 with Organizations Name as per Indian IT Act from the licensed Certifying Authority operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authority (CCA) of India (<http://www.cca.gov.in>). Bidders must also have a valid USER-ID/Vendor Code (issued by OIL) to access OIL's e-Procurement site for submission of bid.
- 4.3 Tender Document will not be issued in physical form by Company. The interested Bidder can submit the Tender Fee online through OIL's payment gateway or submit their application expressing intension for participation against the tender to the HEAD - NEF, NEF PROJECT, OIL INDIA LIMITED, DULIAJAN-786602, ASSAM, INDIA highlighting their full mailing address and clearly indicating their e-mail ID. Such applications must be accompanied with a demand draft towards the non-refundable **Tender Fee of USD 160.00 OR INR 10,000.00** (PSUs and firms registered with NSIC/SME are exempted from payment of cost of Bid Documents provided they furnish evidence that they are registered for the above services) in favour of OIL INDIA LIMITED and payable at DULIAJAN. The application and tender fee in original must be submitted at the aforesaid address of Company between **12th May, 2015 and 3rd June, 2015** during office hours only i.e., one week prior to the scheduled bid closing date. On receipt of application and Tender Fee as above, **USER-ID** and initial **PASSWORD** will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal.

5.0 **IMPORTANT NOTES:**

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

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

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

Thanking you.

Yours faithfully,
OIL INDIA LIMITED

(U. N. JENA)
CHIEF MANAGER (MATERIALS)-NEF
FOR HEAD - NEF

PART-1

INSTRUCTIONS TO BIDDERS

- 1.0 Bidder shall bear all costs associated with preparation and submission of bid. Oil India Limited, hereinafter referred to as “Company”, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.1 Tender Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Tender Document was requested and User-ID & Password are issued/obtained. Unsolicited bids will not be considered and will be rejected straightway.
- 1.2 Tender Document will not be issued in physical form by Company. Interested Bidders should obtain the Tender Document on payment of requisite Tender Fee either through online payment gateway or submission in physical form as explained in the Covering Letter herein.
- 1.3 Company will not assume any responsibility whatsoever for non-receipt/delayed receipt or incomplete (without full address, e-mail ID & tender fee as aforesaid) applications. Details of the NIT can be viewed using “Guest Login” provided in the e-procurement portal. The link to e-procurement portal has also been provided through OIL’s website www.oil-india.com.

A. BIDDING DOCUMENTS

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

3.0 AMENDMENT OF BIDDING DOCUMENTS:

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

B. PREPARATION OF BIDS

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

4.1 **BIDDER'S/AGENT'S NAME & ADDRESS:** Bidders should indicate in their bids their detailed postal address including the Fax/Telephone/Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.

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

A: TECHNICAL BID

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

B: PRICED/COMMERCIAL BID

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

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

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

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

7.0 BID PRICE:

- 7.1 Prices must be quoted by the Bidders as per the “Price Bid Format” available in attachment form under “Notes & Attachment” Tab in OIL’s E- Tender Portal. Unit prices must be quoted by the bidders, both in words and in figures and the Price Bid is to be uploaded in attachment form.
- 7.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account whatsoever.
- 7.3 All Duties (except Customs Duty) and Taxes (excluding Service Tax) including Corporate Income Taxes and other levies payable by the successful bidder under the Contract for which this Bidding Document is issued, shall be included in the rates, prices and total Bid Price quoted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.
- 7.4 **Customs Duty:** The services under this Contract shall be carried out in connection with petroleum exploration in NELP & ML/PEL areas of the Company, for which licenses have been issued or renewed to Company after 01/04/1999 and therefore, the items/equipment to be imported in connection with execution of this particular Contract is exempted from Customs Duty as per Government policy presently in vogue in line with Notification No. 12/2012-Customs dated 17.03.2012. OIL INDIA LIMITED shall issue Recommendatory Letters to the Contractor on submission of requisite import documents for obtaining necessary EC (Essentiality Certificates) from the DGH (Directorate General of Hydrocarbon), India for this purpose. However, securing EC, clearance of goods through Indian Customs authority and payment of port rent, demurrage etc. as applicable will exclusively rest on the Contractor. In case this Govt. policy is subsequently changed during the currency of the contract and thereby the Customs duty if become payable any, the same will be reimbursed by Company to the Contractor against documentary evidence. No customs duty will therefore be considered for bid evaluation in this instance. Bidders should take note of the same while quoting.
- 7.5 **Service Tax:** The quoted prices/costs shall be exclusive of Service Tax. Service Tax as applicable shall be on Company’s account. However, liability for payment of the service tax in case of Indian bidder and overseas bidders having offices in India will lie on the Contractor.

8.0 CURRENCIES OF BID AND PAYMENT:

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

9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

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

10.0 BID SECURITY:

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

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

HEAD - NEF
NEF PROJECT, OIL INDIA LIMITED
DILIAJAN – 786602, ASSAM, INDIA

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

- 10.5 Any bid not secured in accordance with Sub-Clauses 10.1 through 10.4 shall be rejected by the Company as non-responsive.
- 10.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.

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

11.0 PERIOD OF VALIDITY OF BIDS:

- 11.1 Bids shall remain **valid for 180** days after the date of bid opening prescribed by the Company.
- 11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). The bid Security provided under Clause 10.0 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

C. SIGNING & SUBMISSION OF BIDS

12.0 SIGNING OF BID:

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

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 13.2 below.

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

- 12.2 The bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per **Proforma-H**) shall be indicated by written Power of Attorney accompanying the Bid.
- 12.3 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- 12.4 Any physical documents to be submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 12.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

13.0 SUBMISSION OF BIDS:

- 13.1 Bidders are requested to examine all instructions, forms, terms and specifications in the bid documents. Failure to furnish all information required as per the bid document or submission of online offers not substantially responsive to the tender in all respect will be at the bidders' risk and may result in rejection of its bid without seeking clarifications.
- 13.2 The tender is processed under Single stage - Two bid system. Bidder shall submit their "Technical bid" and "Priced bid", both online, alongwith all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in the **"HELP DOCUMENTATION"** in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical RFx Response" under "Techno-Commercial Bid" Tab Page only. Prices to be quoted as per Proforma-B and should be uploaded as Attachment just below the "Tendering Text" in the attachment link under "Techno-Commercial Bid" Tab under General Data in the e-portal. **No price should be given in the "Technical RFx Response", otherwise bid shall be rejected.** Bids submitted in physical form shall not be considered, but rejected straightway.

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

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

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

- 13.3 All the conditions of the contract to be made with the successful bidder are given in various Sections of this Bid Document. Bidders are requested to state their non-compliance, if any, to each clause as per **Proforma-D** of the bid document and the same should be uploaded alongwith their Technical Bid.
- 13.4 Timely delivery of the documents in physical form as stated in Para 13.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.
- 13.5 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

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

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

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

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

16.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 16.1 The Bidder after submission of bid may modify or withdraw its bid online or by written notice prior to the bid closing.
- 16.2 The Bidder's modification or withdrawal notice may also be sent by fax/e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.
- 16.3 Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondences will be entertained in this regard.
- 16.4 No bid can be modified subsequent to the scheduled deadline for submission of bids. Post tender modification(s) of bid by any bidder within the period of its bid validity will lead to rejection of such offer and forfeiture of bidder's Bid security in full. Such modification (s) may also call for debarment of the bidder as mentioned above.
- 16.5 No bidder shall be permitted to withdraw their bid after its scheduled opening till expiry of bid validity including extended validity, if any. Such withdrawal will make the bidder liable to forfeit their Bid Security in full and be debarred them from participating against OIL's future tenders at the sole discretion of the Company and the period of debarment in no case shall be less than two (2) years.

17.0 EXTENSION OF BID SUBMISSION DATE:

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

18.0 BID OPENING AND EVALUATION:

- 18.1 Company will open the Bids in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization letter from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 18.2 Bid for which an acceptable notice of withdrawal is received pursuant to Clause 16.0 above shall not be considered for opening. After opening, Company will examine bids to determine whether they are complete, whether requisite Bid Securities & Integrity Pact have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 18.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, submission of requisite Bid Security & Integrity Pact and such other details as the Company may consider appropriate.

- 18.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the Sub-Clause 18.3 above.
- 18.5 To assist in the examination, evaluation and comparison of bids the Company may at its option, ask the Bidders for clarifications of their bids. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 18.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 18.7 A Bid determined as not substantially responsive shall be rejected by the Company and may not subsequently be made responsive by the Bidder by correcting/removing the non-conformity.
- 18.8 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

19.0 OPENING OF PRICE BIDS:

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

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

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

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

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

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

23.0 CONTACTING THE COMPANY:

23.1 Except as otherwise provided in Clause 18.5 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

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

D. AWARD OF CONTRACT

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

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

26.0 NOTIFICATION OF AWARD:

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

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

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

27.1 SIGNING OF CONTRACT:

- 27.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, alongwith the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all the agreements between the parties.
- 27.2 Within 15 days of issue of Letter of Award (LOA), the successful Bidder shall sign and date the Contract and return it to the Company. Till the Contract is signed, the LOA issued by Company to the successful bidder shall remain binding on the parties.
- 27.3 In the event of failure on the part of the successful Bidder to sign the Contract within the period specified above or any other time period specified by Company in the LOA, the Company reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security (if submitted by the successful Bidder). The party shall also be debarred for a period of two (2) years from the date of default.

28.0 PERFORMANCE SECURITY:

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

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

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

- 28.2 The Performance Security specified above must be valid for 6 (six) months beyond the Contract duration. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.
- 28.3 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.
- 28.4 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 28.5 Failure of the successful Bidder to comply with the requirements of Clause 27.0 and/or 28.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2 (two) years from the date of default.

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

31.1 Company shall be entering into an Integrity Pact with the Bidders as per format enclosed vide PROFORMA-I (ref. PART-4) of the Bid Document, which has been digitally signed by competent authority of OIL. The Integrity Pact must be submitted with the Technical Bid duly signed digitally by the same signatory who signs the Bid i.e. who is duly authorized to sign the Bid. Any Bid not accompanied by the Integrity Pact duly signed by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid.

1. SHRI RAGHAW SHARAN PANDEY, IAS (Retd.),
E-Mail ID : rspandey_99@yahoo.com
2. SHRI RAJIV MATHUR, IPS (Retd.)
E-Mail ID : rajivmathur23@gmail.com

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.

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## **PART-2**

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

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

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

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

- 1.0 **Experience of the Bidder:** The Bidder must be in the business of Seismic Data Processing during the last seven (7) years upto the technical bid closing date of this Tender, during which:
  - (a) The Bidder should have completed Processing of minimum 2000 GLKM of land seismic data. Seismic Data includes 2D OR equivalent 3D OR equivalent mix of 2D & 3D Seismic Data. For technical evaluation 1(one) Sq. Km of 3D Seismic Data will be considered equivalent to 2(two) GLKM (Ground Line Kilometre) of 2D Seismic Data.
  - (b) The Bidder should have completed at least one (1) project of 2D/3D Seismic Data Processing pertaining to fold/thrust belt area.
  - (c) The Bidder should have experience of Processing of Beam Migration/Shot WEM or Reverse Time Migration (RTM).
- 2.0 Bidder's average annual financial turnover during the last three (3) accounting years as on the technical bid closing date shall be minimum INR 0.92 Crore (or US\$ 0.15 Million).
- 3.0 The bidder shall confirm categorically that they will deploy the personnel and equipment meeting minimum requirements as specified in enclosed **Attachment-I** for job execution in the event of award of contract, failing which their offer shall be rejected.
- 4.0 The bidder must confirm categorically in their technical bid that they will collect the acquired field data from Company's Office at Duliajan, Assam and commence data processing jobs **within thirty (30) days** from the date of issue of Letter of Award (LOA) by Company.
- 5.0 **Documents/Information:** Bidder must furnish documentary evidences/information, alongwith their techno-commercial Bid, in the same order as set out herein below from (a) to (g) in support of fulfilling the aforesaid minimum qualifying criteria, without which the Bid will be rejected.



- (a) **Work experience of Bidder:** Pursuant to Clause No. 1.0 (a) & (b) above, a Statement to be furnished by the Bidder in tabular form as per **Attachment-II**, together with the copies of corresponding contracts/work-orders and completion certificates/payment certificates issued by their clients. In case certain documents pertaining to compliance to any of the above clauses are of “Confidential in nature for the Bidder”, the Bidder may provide with a declaration from their CEO (Chief Executing Officer) confirming that they meet the requirement as stipulated against the said clause(s) of the Tender; otherwise the bid shall be rejected.
- (b) Pursuant to Clause No. 1.0 (c) above, the Bidder may provide papers published/presented by their experts in international journals/ conferences as documentary evidences towards **Beam Migration/ Shot WEM** or **Reverse Time Migration** (RTM).
- OR**
- A Certificate issued by Clients for which the expert has carried out Beam Migration/Shot WEM or Reverse Time Migration (RTM) jobs.
- (c) **Financial Turnover of Bidder:** Documentary evidence in the form of audited Balance Sheets and Profit & Loss Accounts for the last three (3) accounting years in compliance to clause No. 2.0 above should be furnished. In lieu of Balance Sheet and Profit & Loss Accounts, Bidders may furnish statement as per **Attachment-III**, duly signed and sealed by a Charter Accountants’ firm incorporating their Membership Code/Registration No. etc.
- (d) **Key Manpower:** Pursuant to Clause No. 3.0 above, Bio-Data and Experience details of the proposed key personnel for deployment must be submitted as per enclosed **Attachment-I**, confirming that the requisite key personnel for job execution shall be deployed in the event of award of contract.
- (e) Details of current work in hand and other contractual commitments of the Bidder for similar nature of jobs i.e; 2D or 3D Seismic Data Processing are to be submitted in a tabular form as per **Attachment-IV** alongwith copies of contracts/work order issued by Clients, if any.
- (f) Details of the Data Processing Centre of the Bidder with available Hardware & Software packages for the purpose of job execution in the event of an award of contract, pursuant to Clause No. 3.0 above, must be furnished.
- (g) Bidder must confirm categorically in their techno-commercial Bid that in the event of an award of contract on them, they will collect the acquired field data from Company’s office at Duliajan, Assam and commence the intended Data Processing jobs within thirty (30) days of award of contract. It must also be confirmed by the Bidder that they are in a position to complete the processing jobs of entire 400 GLKM as per Scope of Work defined herein within seven (7) months from the date of award of contract by Company or six (6) months from the date of collection of data from Company, whichever is earlier.

**Note:** 1. Bid without the above listed documents/information shall be rejected.

2. All aforesaid documents must be self-certified/digitally signed by Bidder’s authorized person. Company reserves the right to verify/inspect the original documents/data processing centre to satisfy itself prior to award of contract.

## **B. COMMERCIAL:**

- 1.0 Bids shall be submitted online under single stage two Bid system i.e. Techno-commercial (un-priced) Bid and Priced Bid separately as explained in details in this Tender Document. Bids not conforming to this system shall be rejected outright.
- 2.0 Bidder shall offer firm price. Costs/Rates quoted by the bidder in their Priced Bid must remain firm throughout the execution of the Contract and not subject to variation on any account.
- 3.0 Bids with shorter validity (i.e., less than 180 days from the scheduled techno-commercial bid closing date) will be rejected as being non-responsive.
- 4.0 The original Bid Security shall be submitted by the bidder in the office of the HEAD-NEF, NEF Project, Oil India Limited, Duliajan – 786602, ASSAM, India in a sealed envelope and must reach before the Techno-commercial Bid Opening Time and Date. The amount of Bid Security shall be as specified in the forwarding letter of the Bid Document. Any Bid received without the original Bid Security as above will be rejected.
- 5.0 The Integrity Pact must be submitted with the Techno-commercial Bid, digitally signed by the same signatory who signs the Bid i.e. who is duly authorized to sign/upload the Bid. Any Bid not accompanied by the Integrity Pact duly signed by the bidder shall be rejected straightway.
- 6.0 Bids not uploaded online within the stipulated bid closing date and time, but submitted in physical form will not be considered.
- 7.0 Conditional offers shall not be accepted by Company.
- 8.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” i.e, **PROFORMA-B**; otherwise the Bid will be summarily rejected.
- 9.0** Bid in which the rate for any part of the work is not quoted shall be rejected, being incomplete. Therefore, the Bidder must mention “**NIL RATE**” against all such items of their bid (PROFORMA-B) where no charge is involved/envisaged by the bidder.
- 10.0 The bid documents are not transferable. Unsolicited Bids shall be rejected straightway.
- 11.0 Either the Indian Agent on behalf of their Principal/OEM or the Principal/OEM itself can bid, but both cannot bid against this Tender. If an Indian Agent uploads bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM against this Tender.
- 12.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected.
  - (i) Bid Security Clause
  - (ii) Performance Guarantee Clause
  - (iii) Force Majeure Clause

- (iv) Tax Liabilities Clause
- (v) Arbitration Clause
- (vi) Acceptance of Jurisdiction and Applicable Law
- (vii) Liquidated damage clause
- (viii) Safety & Labour Law
- (ix) Termination Clause
- (x) Integrity Pact

## **C. GENERAL:**

- 1.0 **PROFORMA – D:** The compliance statement should be suitably filled up by the Bidder and to be uploaded alongwith the Techno-commercial bid. Exception/ deviations with respect to the clauses under BRC/BEC above shall not be accepted. However, in case the bidder takes exception to any clause of the tender document not covered under BEC/BRC, then the Company has the discretion to load or reject the 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 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 BEC/BRC also and such clarifications fulfilling the BEC/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 tender document elsewhere, then the clauses in the BRC shall prevail.
- 4.0 Any exception/deviation to tender must be spelt out by bidder in their 'Technical Bid' only. Any additional information/terms/conditions furnished in 'Commercial (Priced) Bid' will not be considered by OIL for evaluation/award of Contract.

## **II BID EVALUATION CRITERIA:**

- 1.0 The bids conforming to the technical specifications, terms & conditions stipulated in the bidding document and considered to be responsive after subjecting to above Bid Rejection Criteria (BRC) will be considered for further evaluation as per the Bid Evaluation Criteria (BEC) given below.
- 2.0 In the event of computational error between unit price and total amount, the quoted unit price shall prevail and the total amount will be corrected accordingly for adoption in bid evaluation. Similarly, in the event of discrepancy between rates quoted in words and in figures, the unit rates quoted in words will prevail.
- 3.0 For evaluation of the bids, B.C Selling (market rate) of State Bank of India prevailing one day prior to the price bid opening will be considered. Where the time lag between the price bid opening and final decision exceeds three months, the rate of exchange prevailed on the date prior to the date of final decision will be adopted for conversion in to single currency

- 4.0 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**” as per **PROFORMA-B** by taking into account the summation of the following:

**Total Estimated Contract Value “A” = A1 + A2 + A3 + A4**

**Where:**

**A1: Cost of Basic Data Processing (DMO Stack & Post Stack Migration) of 400 GLKM 2D Seismic Data.**

**A2: Cost of Pre-Stack Time Migration (Pre-STM) of 400 GLKM 2D Seismic Data.**

**A3: Cost of Pre-Stack Depth Migration (Pre-SDM) of 400 GLKM 2D Seismic Data.**

**A4: Cost of Beam Migration/Shot WEM or Reverse Time Migration (RTM) of 400 GLKM 2D Seismic Data.**

- 5.0 The Rates quoted by Bidders for Special Data Processing (OPTIONAL items in Srl. No. “B” viz; Post Stack Inversion, AVO Analysis & Attribute Analysis) shall not be taken into account in the bid evaluation process to determine the inter-se-ranking of the bidders. However, Company reserves the right to ensure that the lowest evaluated Bidder (L1) has also quoted reasonable rates against these optional items. For this purpose, Company may call for documentary evidences to establish that the quoted rates are not higher than the rates at which they performed such services for their other clients. Company may also negotiate with the L1 bidder, if situation so warrants, to satisfy itself before award of contract or may decide to exclude Special Processing from the scope of work.

**END OF PART – 2**

### **DATA PROCESSING CENTRE & LIST OF KEY PERSONNEL TO BE ENGAGED BY CONTRACTOR FOR JOB EXECUTION**

**A. SPECIALIST STAFF FOR DATA PROCESSING:**

| POSITION                | MINIMUM WORK EXPERIENCE | MINIMUM NUMBER OF PERSONNEL |
|-------------------------|-------------------------|-----------------------------|
| Processing Manager      | 7 yrs.                  | One                         |
| Processing Geophysicist | 5 yrs.                  | One                         |

**NOTE:**

- 1.0 The above list indicates the minimum requirement of key personnel and their corresponding experiences. The Contractor may however deploy more number of processing geophysicists to the best of their judgment without any extra cost to Company for accomplishing the assignment as per the defined parameter and agreed time frame. **The Data Processing project team should have following processing experience:**
- (a) Processing Manager should have at least 7 years of experience in Land Seismic Data Processing and should have processed at least 2 (two) 2D and/or 3D Pre-Stack Time and Pre-Stack Depth Imaging projects, as on the bid closing date of this Tender, out of which at least one project pertaining to fold/thrust belt area.
  - (b) Processing Geophysicist (s) should have at least 5 years of experience in Land Seismic Data Processing and should have processes at least 1 (one) 2D or 3D Pre-Stack Time or Pre-Stack Depth Imaging project, as on the bid closing date of this Tender.
  - (c) Bidder must identify in their technical bid, a key personnel out of the above three or an independent expert, who shall be carrying out Beam Migration/ Shot WEM or Reverse Time Migration (RTM). This expert must have experience of at least one project in which Beam Migration/Shot WEM or Reverse Time Migration (RTM) was carried out.
- 2.0 The detailed bio-data of all key personnel of Contractor who shall be involved in job execution must be submitted with the technical bids. All such personnel must be proficient in English language.

### **B. DATA PROCESSING CENTRE:**

- 1.0 The Bidder must identify a state-of-the-art Data Processing Center (preferably in India) to carry out seismic data processing with latest processing software packages as being used globally for such jobs.
- 2.0 Details of the Data Processing Centre alongwith the available Hardware & Software packages to be used for the assigned jobs as per Scope of Work mentioned in this Tender must be furnished by the Bidder as part of their Technical Bid, without which the offer shall be liable for rejection.

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## **ATTACHMENT – II**

### **STATEMENT OF EXPERIENCE TO BE SUBMITTED BY THE BIDDER**

| Srl<br>No                 | Contract<br>No | Name<br>of<br>client | Area of<br>Survey | Normal<br>or<br>Thrust<br>-fold<br>belt<br>hilly<br>region | Volume of<br>seismic data<br>processing and<br>interpretation<br>(Quantity) |    | Commencement<br>of<br>contract | Completion<br>of<br>contract |
|---------------------------|----------------|----------------------|-------------------|------------------------------------------------------------|-----------------------------------------------------------------------------|----|--------------------------------|------------------------------|
|                           |                |                      |                   |                                                            | 2D                                                                          | 3D |                                |                              |
| SEISMIC DATA PROCESSING : |                |                      |                   |                                                            |                                                                             |    |                                |                              |
| 1.                        |                |                      |                   |                                                            |                                                                             |    |                                |                              |
| 2.                        |                |                      |                   |                                                            |                                                                             |    |                                |                              |
| 3.                        |                |                      |                   |                                                            |                                                                             |    |                                |                              |
| 4.                        |                |                      |                   |                                                            |                                                                             |    |                                |                              |
| 5.                        |                |                      |                   |                                                            |                                                                             |    |                                |                              |
| 6                         |                |                      |                   |                                                            |                                                                             |    |                                |                              |

- N.B: 1. Please add rows in case of more experiences.
2. Please enclose copies of contracts/work orders and completion/ payment Certificates etc. issued by clients clearly showing the Scope and Volume of work completed. In case any of these documents are of “Confidential in nature for the Bidder”, the Bidder may provide with a declaration from their CEO (Chief Executing Officer) as per clause No. 5.0 (a) under BRC (Technical).

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## **ATTACHMENT – III**

### **CERTIFICATE OF ANNUAL TURNOVER**

| TO BE ISSUED BY PRACTISING <b>CHARTERED ACCOUNTANTS' FIRM</b> ON THEIR LETTER HEAD                                                                                                                                                                                                      |                                                              |                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|---------------------------------------------------------------|
| <p style="text-align: center;"><b><u>TO WHOM IT MAY CONCERN</u></b></p> <p>This is to certify that the following financial positions extracted from the audited financial statements of M/s.....(Name of the Bidder) for the last three (3) completed accounting years are correct.</p> |                                                              |                                                               |
| <b>YEAR</b>                                                                                                                                                                                                                                                                             | <b>TURN OVER</b><br>In INR (Rs.) Crores or<br>US \$ Million) | <b>NET PROFIT</b><br>In INR (Rs.) Crores or<br>US \$ Million) |
| 2011-12                                                                                                                                                                                                                                                                                 |                                                              |                                                               |
| 2012-13                                                                                                                                                                                                                                                                                 |                                                              |                                                               |
| 2013-14                                                                                                                                                                                                                                                                                 |                                                              |                                                               |
| 2014-15<br>(If already audited)                                                                                                                                                                                                                                                         |                                                              |                                                               |
| Rate of Conversion (if used any) : USD 1.00 = INR.....                                                                                                                                                                                                                                  |                                                              |                                                               |
| Place:                                                                                                                                                                                                                                                                                  |                                                              |                                                               |
| Date:                                                                                                                                                                                                                                                                                   |                                                              |                                                               |
| Seal:                                                                                                                                                                                                                                                                                   |                                                              |                                                               |
| Membership Code/ Registration No. :                                                                                                                                                                                                                                                     |                                                              |                                                               |
| Signature                                                                                                                                                                                                                                                                               |                                                              |                                                               |

**Note :** In case the bidder follows accounts closing at the end of calendar year, the turnover for the period 2012, 2013 & 2014 should be verified by the CA and incorporated accordingly as per above format.

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## **ATTACHMENT – IV**

### **Details of current work in hand and other contractual commitments of the Bidder**

| Srl No                   | Contract No | Name of client | Area of Survey | Normal or Thrust belt hilly region | Volume of seismic Data processing and interpretation (Quantity) |    | Period of contract (from-to) | Commencement of contract |
|--------------------------|-------------|----------------|----------------|------------------------------------|-----------------------------------------------------------------|----|------------------------------|--------------------------|
|                          |             |                |                |                                    | 2D                                                              | 3D |                              |                          |
| SEISMIC DATA PROCESSING: |             |                |                |                                    |                                                                 |    |                              |                          |
| 1.                       |             |                |                |                                    |                                                                 |    |                              |                          |
| 2.                       |             |                |                |                                    |                                                                 |    |                              |                          |
| 3.                       |             |                |                |                                    |                                                                 |    |                              |                          |
| 4.                       |             |                |                |                                    |                                                                 |    |                              |                          |

N.B: Please add more rows if required. Please attach copies of contract documents.

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## **PART-3**

### **SECTION- I**

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

##### **1.0 DEFINITIONS:**

1.1 Unless inconsistent with or otherwise indicated by the context, the following terms stipulated in this contract shall have the meaning as defined hereunder:

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

- (l) **“Day”** means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs;
- (n) **“Party”** shall mean either the Company or Contractor as the context so permits and, as expressed in the plural, shall mean the Company and Contractor collectively;
- (o) **“Site”** means the land and other places, on/under/in or through which the works are to be executed by the Contractor;
- (p) **“Gross Negligence”** means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (q) **“Willful Misconduct”** shall mean intentional disregard of good and prudent standards of performance or proper conduct under the contract with knowledge that it is likely result in any injury to any person or persons or loss or damage of property.

## **2.0 EFFECTIVE DATE, DATE OF COMMENCEMENT AND COMPLETION:**

- 2.1 **EFFECTIVE DATE:** The contract shall become effective as on the Date Company notifies Contractor in writing (through Letter of Award/Intent) that it has been awarded the contract. Such date of notification of award of Contract shall be the **Effective Date** of the Contract.
- 2.2 **COMMENCEMENT OF WORK:** Immediately upon receiving the letter of award from Company, Contractor must initiate action to mobilize all requisite hardware, software and desired personnel at its Work Center and to collect the acquired field data from Company’s NEF Project Office at Duliajan, Assam, India. Contractor shall depute their competent authorized personnel on priority to Company’s Office for collection of field data & initial discussion, if any, within shortest possible time, so that the processing work can commence **within thirty (30) days of notification of award of contract.**
- 2.3 **COMPLETION OF WORK:** The entire assigned work including submission of final Processing Report and presentation on the same to OIL Officials at Duliajan/Delhi as detailed under Section-II in PART-3 shall be completed within a maximum period of seven (7) months from the date of award of contract by Company or six (6) months from the date of collection of data from Company, whichever is earlier.

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

- 3.1 Collect the raw field data from Company and engage a state-of-the-art Data Processing Centre equipped with equipment, materials including hardware, software & consumables and Personnel necessary to perform the services under the Contract as specified in this document. Contractor shall be liable to obtain any permits or licenses required for Contractor’s Personnel and for use of Contractor’s items. Applicable statutory clearances, if applicable any, shall be obtained by the Contractor at their cost & risk.

- 3.2 Perform the work described in the Terms of Reference (Section-II of PART-3) in most economic and cost effective way.
- 3.3 Except as otherwise provided in the Terms of Reference and the Special Conditions of the contract, provide all personnel as required to perform the work.
- 3.4 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.
- 3.5 Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of his 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.
- 3.6 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as within the warranty period company may consider necessary for the proper fulfilling of contractor's obligations under the contract.
- 3.7 Take all measures necessary to protect the personnel, Work and facilities; and shall observe all safety regulations in accordance with acceptable industry practice and applicable Laws etc. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and loss of Company's field data.
- 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 Supply/handover the acquired field data immediately to Contractor's representative for processing & interpretation as per provisions of contract.
- 4.3 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.4 Perform all other obligations required of Company by the terms of this contract.
- 5.0 PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:**
- 5.1 Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.
- 5.2 The Contractor should ensure that their personnel observe applicable statutory safety requirement. Upon Company's written request, contractor, entirely at its own expense, shall remove immediately; any personnel of the Contractor determined by the Company to be unsuitable/undesired and shall promptly replace such personnel with personnel acceptable to the Company.
- 5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their to & fro transportation upto Duliajan and/or Work Centre, en-route/local boarding, lodging, leave/off, remuneration & medical attention etc. as may be applicable. Company shall have no responsibility or liability in this regard.

- 5.4 The Contractor shall supervise its personnel at the Operating Area/Work Centre so as to ensure prompt and efficient completion of Work and strict discipline among its personnel. Contractor's personnel shall abide by all reasonable rules and regulations governing the Work promulgated by Company and notified in writing to Contractor.
- 5.5 The Contractor shall designate one of its personnel at the Operating Area as Contractor's representative, who shall be in charge of Contractor's personnel and who shall have full authority to resolve day to day Work related issues which arise between Company and Contractor.
- 5.6 Company's designated Geoscientists shall be deputed to Contractor's Work Centre for work association at various stages as provisioned herein.
- 5.7 Contractor's key personnel shall have proficiency 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 the highest degree of quality & efficiency with the state of the art technology and in conformity with all specifications and industry standards set forth or referred to in the Technical Specifications. They should also 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 execution of the Contract or within three months time after completion of work that the work carried out by the contractor does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform 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 carried out by others and charge the cost thereof to Contractor, which the Contractor must pay promptly. In case contractor fails to perform remedial work, 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 as far as may be necessary for purposes of such performance.
- 7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 7.3 Any document/data supplied to the Contractor in relation to the contract other than the Contract itself shall remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract. All information obtained by Contractor in the conduct of operations and the information/maps provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to

anyone other than the Company's personnel. This obligation of Contractor shall be in force even after the termination of the Contract.

- 7.4 However, the above obligation shall not extend to information which;
- (a) is, at the time of disclosure, known to the public; or
  - (b) lawfully becomes at a later date known to the public through no fault of Contractor; or
  - (c) is lawfully possessed by Contractor before receipt thereof from Company; or
  - (d) is disclosed to Contractor in good faith by a third party who has an independent right to such information; or
  - (e) is developed by Contractor independently of the information disclosed by Company; or
  - (f) Contractor is required to produce before competent authorities or by court order.

8.0 **TAXES, DUTIES & LEVIES:**

- 8.1 Taxes (except the Service Tax), duties (except Customs Duty) and statutory levies as may become leviable as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract shall be on Contractor's account.
- 8.2 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. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 8.3 Prior to start of work 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.
- 8.4 Income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time.
- 8.5 Corporate and personal taxes on contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.
- 8.6 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor shall be borne by the Contractor.
- 8.7 **Service Tax:** Service Tax as applicable against this Contract shall be extra to Company's account. However, liability of depositing the same with appropriate authority at applicable rate shall rest on the Contractor. In case of overseas Contractor, if they do not have any fixed establishment or permanent address in India, Company will deposit the Service Tax on their behalf.

## 8.8 **Customs Duty:**

- (a) The Services to be executed under this Contract pertains to Demali & Namchik PEL Areas, for which PEL is issued after 1.4.1999 and therefore, in terms of Notification No. 12/2012-Customs dated 17.03.2012 (Sl. No. 359 of Table, List 13 and condition 44) in vogue; imported items in connection with petroleum operations under this Contract would attract NIL rate of Customs Duty. Company will issue Recommendatory Letter (RL) to The Directorate General of Hydrocarbons (DGH), Ministry of Petroleum & Natural Gas, as per Government guidelines for issue of Essentiality Certificate (EC), to enable the Contractor to avail concessional (Nil) rate of customs duty on items to be imported, if any, so as to provide the services under this Contract.
- (b) While bidding, the Bidder must identify, in the format specified in Proforma-A in PART-4 of tender, all such items required to be imported by them for execution of Contract if awarded on them. Accordingly, Recommendatory Letters (RLs) shall be issued by Company against specific written request of Contractor immediately after shipment of the goods (if indicated by them in Proforma-A), alongwith the relevant Invoices and other requisite shipping documents. Company shall issue the RL within 15 days of receipt, provided all the documents submitted by the Contractor are found in order. However, securing EC from DGH in time and clearing goods through customs shall entirely rest on the Contractor.
- (c) 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 reimburse the customs duty paid by Contractor on production of documentary proof evidencing payment of customs duty on Contractor's items as provided in Proforma-A or the actual whichever is less.
- (d) The Company's obligation for Customs Duty payment shall be limited/restricted to the duty tariff rates as assessed by the Customs on the day of clearance or as on the last day of the stipulated mobilization period. In case of clearance thereafter, the CIF value of items in Proforma-A will be frozen as on the last day of mobilization and any increase in Customs Duty on account of increase in duty tariff will be to the Contractor's account.
- (e) 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.
- (f) The Contractor shall arrange clearance of such items from Customs and port authorities 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.
- (g) The Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are used only in executing their job under this Contract 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 performing jobs under the contract.

## **9.0 INSURANCE:**

- 9.1 The Contractor shall arrange insurance to cover all risks in respect of the personnel, materials and equipment belonging to the Contractor or its sub-contractor during the currency of the contract as may be applicable by law in the country of job execution/country of origin of employee.
- 9.2 Contractor shall at all time during the currency of this contract provide, pay for and maintain all such applicable insurance policies upto the optimum limit as they may considered necessary.
- 9.3 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.

## **10.0 CHANGES:**

- 10.1 During the performance of the work, Company may make a change in the work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be effected by written order by the Company.
- 10.2 If any change results 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 in PART-4). Upon review of Contractor's estimate, Company 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 14.0 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 obligations of the party affected by such "Force Majeure" shall stand suspended till 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, Acts & Regulations of respective Government of the two parties, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 11.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

- 11.3 Should “force majeure” condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence as above, either party will have the right to terminate the Contract if such “force majeure” condition continues beyond consecutive thirty (30) days with prior written notice. Should neither party decide to terminate the Contract even under such condition, the duration of contract shall stand extended for the period lost on account of such “force majeure”. However, no payment whatsoever would apply during the 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 extension, if any, there of.
- 12.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in clause 11.0 above.
- 12.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor 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 the 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 the Contract.
- 12.6 If at any time during the term of the Contract, breakdown of Contractor’s equipment or non-availability of key personnel results in Contractor being unable to perform their obligations hereunder for a period of fifteen (15) successive days, Company at its option may terminate this Contract in its entirety without any further right or obligation on the part of 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 thirty (30) 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.



- 12.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the obligation of the Company to pay for Services as per the Contract shall be limited to the period upto the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.
- 12.9 Upon termination of the 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 JURISDICTION AND APPLICABLE LAW:**

The Agreement including all matters connected with this contract shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Indian Courts (the place where the contract is signed in India). Overseas Companies operating in India or entering into joint ventures in India, shall have to comply the law of the land and there shall be no compromise or excuse for ignorance of the Indian legal system in any way.

**14.0 SETTLEMENT OF DISPUTES AND ARBITRATION:**

- 14.1 Except as otherwise provided elsewhere in this contract, if any disputes, differences, questions or disagreement arises between the parties hereto or their respective representatives or assignees out of or relating to the construction, meaning, interpretation, operation, effect of this contract or the breach thereof which the parties are unable to settle mutually and/or through Outside Expert Committee (OEM), the same shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be New Delhi. The award made in pursuance thereof shall be binding on the parties.
- 14.2 The party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving sixty (60) 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 rupees for the purpose of constitution of arbitral tribunal.
- 14.3 If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it will be lawful for the concerned party/arbitrators to appoint another person in his/her place in the same manner. Such person shall proceed with the reference from the stage where his/her predecessor had left, if both parties consent for the same; otherwise, he/she shall proceed de novo.
- 14.4 Parties agree that neither party shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

## **15.0 NOTICES:**

- 15.1 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**

HEAD – NEF  
OIL INDIA LIMITED  
NEF PROJECT  
Duliajan, ASSAM  
Dist: Dibrugarh – 786602  
Fax No. 0374-2801799  
E-mail: [nef@oilindia.in](mailto:nef@oilindia.in)

### **Contractor**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

- 16.0 SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, transfer or assign the Contract, or any part under this Contract, to any third party(ies) except with Company's prior approval. However, Contractor shall be fully responsible for complete execution and quality performance of the services under the Contract.

## **17.0 MISCELLANEOUS PROVISIONS:**

- 17.1 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.

- 17.2 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.

- 17.3 Key personnel can not be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification which will be again subject to approval by the Company.

## **18.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY COMPLETION:**

- 18.1 In the event of the Contractor's default in timely collection of data and completion of the work within the agreed period stipulated herein, the Contractor shall be liable to pay liquidated damages at the rate of 0.5% (half percent) of the total contract value for delay per week or part thereof, subject to a maximum of 7.5% (seven and half percent) of the total evaluated contract value. Liquidated Damages shall reckoned from the date after expiry of the scheduled completion time as defined in Clause No. 8.0 of Section-II in PART-3 herein.

18.2 The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which the Company will suffer on account of delay/breach on the part of Contractor and the said amount shall be payable without proof of actual loss or damage caused by such delay/breach.

18.3 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of Contractor's failure to commence the work within the stipulated period.

**19.0 PERFORMANCE SECURITY:** The Contractor shall furnish to Company a Bank Guarantee equivalent to 7.5% (seven and half percent) of estimated Contract value towards performance security. The performance security shall be kept valid for seven (7) months beyond the duration of the contract and shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

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

Company's personnel will be associated with the work through out 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/result customarily provided by reputed Contractors to major international oil companies in the petroleum industry.

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

- 21.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.
- 21.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting 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 CONSEQUENTIAL DAMAGE:** Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.
- 23.0 INDEMNITY AGREEMENT:**
- 23.1 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.

**24.0 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.

**25.0 PAYMENT, MANNER OF PAYMENT, INVOICES:**

25.1 Company shall pay to Contractor, 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 agreed specifically. All payments will be made in accordance with the terms hereinafter described.

25.2 Separate invoices for the charges payable under the contract shall be submitted by the Contractor for foreign currency and Indian currency.

25.3 Company shall make payments to the Contractor at agreed rate(s) as per Proforma-B herein.

25.4 All payments due by Company to Contractor shall be made electronically at Contractor's designated bank. All bank charges will be to Contractor's account. Payment of invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by the Company.

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

25.6 Contractor will submit three sets of all invoices to Company for processing of payment.

25.7 The Company shall within 20 days of receipt of the invoice notify Contractor of any item under dispute, specifying the reasons thereof, in which event, and 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 25.5 above.

25.8 Acceptance by Contractor of part payment or 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.

25.9 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based upto 2(two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection. Any audit conducted by Company of Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.

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

- a) For non-completion of jobs assigned as per Section-II.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings withheld from wages etc. as applicable to their personnel.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- h) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, withhold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

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

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

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

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

**27.0 SET-OFF:** Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this Contract or under any other contract made by the Contractor with OIL (or such other person or persons contracting through OIL).

**28.0 RECORDS, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit the Company and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall not, without Company's written consent, allow any third person(s) to access the said work/data/information during or after the job execution. The Contractor shall provide written reports on progress of work as per provisions of contract.

- 29.0 SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of submission of Contractor's bid, if there is a change in or enactment of any law or interpretation of existing law, which results in addition/reduction of tax liabilities on Contractor, the same shall be paid/recovered on actuals by Company.
- 30.0 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.
- 31.0 ENTIRE AGREEMENT:** The contract shall constitute the entire agreement between the Company and Contractor with respect to the subject matter and will supersede all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement.
- 32.0 WAIVERS AND AMENDMENTS:** It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized representatives of such party. The failure of the Company to execute any right of termination shall not act as a waiver or amendment of any right of the Company provided hereunder. It is further agreed that Contractor shall carry out work in accordance with the completion program set herein, which may be amended during the course of contract by reasonable modifications as Company sees fit.
- 33.0 SEVERABILITY:** Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not effect the remaining provisions hereto and they shall remain binding on the parties hereto.
- 34.0 INTEGRITY PACT:** The integrity pact, duly signed by the authorized representatives of OIL and the Contractor, will form part of this Contract.
- 35.0 BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.
- 36.0 BACKING OUT BY BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall then be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.
- 37.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** If it is found at any time that, a Bidder/ Contractor has/had furnished fraudulent documents/information, the Bid Security / Performance Security shall be forfeited and the bidder / Contractor shall be debarred for a period of three (03) years from the date of detection of such fraudulent act, besides legal action.
- 38.0** Oil India Limited reserves the right to cancel this tender and annul the entire tendering process at any time before award of contract without incurring any liability and assigning any reason whatsoever.

**END OF SECTION – I**

## **PART-3**

### **SECTION - II**

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

##### **1.0 PREAMBLE:**

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

##### **2.0 INTRODUCTION:**

- 2.1 Oil India Limited (OIL), a Govt. of India Enterprise desires to carry out Processing of 400 Ground Line Kilometers (GLKM) of 2D Seismic data acquired from Namchik & Deomali PEL areas of OIL in Arunachal Pradesh by hiring the services of an internationally reputed and competent Service Provider having required infrastructure and relevant experience.
- 2.2 The bidder shall carry out basic processing (DMO Stack & Post Stack Migration), Pre-Stack Time Migration and Pre-Stack Depth Migration of 2D seismic data by deploying state-of-the-art hardware & seismic data processing system/software packages prevalently used globally. The bidder shall also carry out **Beam Migration/Shot WEM**.
- 2.3 The bidder shall deploy the computer hardware and software with state-of-art technology for performing the services referred herein and shall be fully responsible for the execution of seismic data processing.
- 2.4 The bidder shall deploy adequate personnel with relevant experience as specified in the **Attachment-I** for carrying out the processing of 2D seismic data.
- 2.5 The bidder needs to have processing system capable of carrying out the processing sequence given in the tender including Beam Migration.
- 2.6 The seismic data processing work under the contract has to be carried out by the bidder at their processing centre.
- 2.7 For calculation of **GLKM** during the course of seismic data processing following formula will be strictly used:

**One (1) GLKM = {(Total number of shot points on specified line-1) multiplied by shot interval (in meter)} divided by 1000.**

For example, if a 2D seismic line contains 101 shot points and shot interval is 80 m, then the GLKM of this line will be equal to  $\{(101-1)*80\}/1000 = 8$  GLKM.

- 2.8 The data processing jobs of intended 400 GLKM must be completed within seven (7) months of award of contract by Company.



### 3.0 **BRIEF GEOLOGY & LOCATION OF THE DATA ACQUISITION AREAS:**

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

### 4.0 **ACQUISITION PARAMETERS:**

**Data Acquisition Parameters:** These 2D Seismic Data were acquired from Deomali & Namchik PEL Areas of Arunachal Pradesh, India in 2009-10, 2010-11 & 2011-12 field seasons. The area of operation falls under thrust-fold belt with complex geology and hence specialized processing is required for better understanding of the surface imaging. The 2D Seismic data acquisition parameters are given below:

| Sl.No. | Item                        | Particular                                                                                    |
|--------|-----------------------------|-----------------------------------------------------------------------------------------------|
| 1      | Shooting Geometry           | Symmetric Split Spread                                                                        |
| 2      | Spread Length               | 4960 m - 200-0-200 - 4960m                                                                    |
| 3      | Number of channels          | 240                                                                                           |
| 4      | Fold                        | 60                                                                                            |
| 5      | Group Interval              | 40 m                                                                                          |
| 6      | Shot point interval         | 80 m                                                                                          |
| 7      | Energy Source               | Ammonium Nitrate in Culpable Plastic Tubes (CPT) of 63mm diameter.                            |
| 8      | No. of Geophone per channel | 12                                                                                            |
| 9      | Sampling Interval           | 2 ms                                                                                          |
| 10     | Recording Length            | 7 Seconds                                                                                     |
| 11     | Recording Formats           | SEG-D De-multiplexed / SEG-Y on IBM 3490 E (1 original and 1 copy) in 'SEG' normal polarity.  |
| 12     | Recording Polarity          | Compression (first arrival) will give a negative number on tape and trough on monitor records |

**5.0 OBJECTIVE:** The objective of **seismic data processing** is to provide processed inputs for structural and stratigraphic interpretation of the proposed area.

**6.0 DATA PROCESSING SEQUENCE:** The following tentative processing sequence is envisaged to process the 2D seismic data. However, the actual sequence will be determined after completion of test processing in consultation with Company representatives:

## 6.1 **Processing Sequence for DMO Stack and Post Stack Migration**

- SEG-D/SEG-Y Input
- Reformatting and resampling
- Geometry Preparation
- Noise filtering on shot records
- Trace Editing
  - Filtering for data balancing of the acquisition instrument spectrum
  - Discard noise traces
  - Reverse polarity corrections if any
  - De-spiking
- FK Filter/Tau-p on shot records, if required
- Application of Field Statics\*
- Computation and Application of Refraction statics using first breaks in combination with shot-hole and LVL/Up-hole data  
**(\* To be decided after testing, which method gives the best result)**
- Q compensation
- True Amplitude recovery
- De-convolution (Surface consistent or in Tau-p domain)
- Surface Consistent amplitude scaling (if required)
- Primary Velocity Analysis at every 1000m
- Normal Move Out -----**QC Stack**
- Application of Radon filter or equivalent to remove multiples.
- Residual Static Computation and application
- Second pass Velocity Analysis at every 500m
- Normal Move Out-----**QC Stack**
- Residual Statics computation and application
- DMO-----**QC Stack output**
- Inverse NMO
- Velocity Analysis at every 300 m
- Normal Move Out/Mute
- STACK-----**Output**
- Spectral Balancing
- Post Stack Decon (if required)
- Time Variant Filtering
- FX-Decon / FK / Tau-P
- **Post Stack Time Migration.....Output**
- Correction to final datum.....**Output**
- Filtering as and when required

## 6.2 **Processing Sequence for Pre-stack Time Migration**

- SEG-D/SEG-Y Input
- Reformatting and resampling
- Geometry Preparation
- Noise filtering on shot records
- Trace Editing
  - Filtering for data balancing of the acquisition instrument spectrum
  - Discard noise traces
  - Reverse polarity corrections if any
  - De-spiking
- FK Filter/Tau-p on shot records, if required
- Application of Field Statics\*
- Computation and Application of Refraction statics using first breaks in combination with shot-hole and LVL/Up-hole data  
**(\* To be decided after testing, which method gives the best result)**
- Q compensation

- True Amplitude recovery
- De-convolution (Surface consistent or in Tau-p domain)
- Surface Consistent amplitude scaling (if required)
- Primary Velocity Analysis at every 1000 m.
- Normal Move out .....**QC Stack**
- Application of Radon filter or equivalent to remove multiples.
- Residual Static Computation and application
- Second pass Velocity Analysis at every 500 m.
- Residual Statics computation and application
- Forward NMO Correction
- Trace Equalization using AGC
- Common offset Noise attenuation
- Pre-Stack Time Migration
- Inverse NMO
- Velocity Analysis at every 300 m
- Normal Move Out/Mute
- Pre-Stack CDP Gather -----**Output**
- CDP ensemble Stack.....**Output**
- Correction to final datum...**Output**
- Deconvolution
- Random Noise Attenuation (F-X deconvolution)
- Linear Noise Attenuation( Tau-p dip filter)
- Filtering as and when required

### 6.3 **Processing Sequence for Pre-stack Depth Migration**

- SEG-D/SEG-Y Input
- Reformat and resample to 4ms with anti-alias filter
- Geometry Preparation
- Noise filtering on shot records
- Trace Editing
  - Filtering for data balancing of the acquisition instrument spectrum
  - Discard noise traces
  - Reverse polarity corrections if any
  - De-spiking
- FK Filter/Tau-p on shot records, if required
- Application of Field Statics\*
- Computation and Application of Refraction statics using first breaks in combination with shot-hole and LVL/Up-hole data  
**(\* To be decided after testing, which method gives the best result)**
- Q compensation
- True Amplitude recovery
- De-convolution (Surface consistent or in Tau-p domain)
- Surface Consistent amplitude scaling(if required)
- Primary Velocity Analysis at every 1000 m.
- Normal Move Out
- Application of Radon filter or equivalent to remove multiples.
- Residual Static Computation and application
- Second pass Velocity Analysis at every 500 m.
- Residual Statics computation and application
- Forward NMO Correction.....**QC stack**
- Trace Equalization using AGC
- Common offset Noise attenuation
- Inverse NMO
- Velocity Analysis at every 300 m
- Normal Move Out/Mute
- Pre-stack Time migration

- Residual move-out picking on Pre Stack Time Migrated Gathers
- Final Pre-Stack Time Migration
- Horizon Picking and initial Model Building (using Coherency inversion/ Travel-time inversion)
- Pre-Stack Depth Migration
- Residual velocity picking on PSDM gathers
- Velocity Model updating/refinement
- Final Pre-Stack Depth Migration
- Pre-Stack CDP gather....**Output**
- CDP ensemble stack...**Output**
- Correction to final datum...**Output**
- Filtering as and when required

**Note:** The Processing sequence for **Beam-Migration** will be finalized as and when required by Company representative.

## **7.0 START OF WORK:**

- 7.1 Company reserves the right to inspect/examine the Contractor's computer centre for the processing jobs before commencement of work. The work will start only when the Company representatives are fully satisfied with the preparedness of the Contractor for taking up the entire job of processing.
- 7.2 The Contractor, within thirty (30) days of issue of notification of award of contract by Company, shall depute its competent personnel to OIL's NEF Project Office at Duliajan in Assam at its cost for a detailed preliminary discussion and collection of field data (to be processed). Company may, however, provide accommodation at Duliajan for such visit on chargeable basis, subject to availability in its guest house.
- 7.3 All field data to be processed and relevant information required for the processing will be provided to the Contractor at the office of HEAD-NEF, Oil India Limited, Duliajan, Assam, and India.
- 7.4 The field data will be provided in the following formats and storage media:
  - a) Field seismic data in SEG-D/SEG-Y format on 8 MM Exabyte Cartridge/ IBM3490E.
  - b) Observers report etc. on CD
  - c) Hard copies of Observer reports etc.
  - d) LVL/ Up hole information on CD
  - e) Field statics correction data on CD
  - f) Survey data (X, Y, Z of shots & receivers) on CD
- 7.5 The Contractor shall deploy the personnel with adequate relevant experience as specified in **Annexure-I** (PART-2) for carrying out the processing work.
- 7.6 OIL's geophysicists shall be associated with the processing work from the beginning and will be involved in finalizing all the relevant parameters for processing at the Contractor's processing centre.
- 7.7 The initial test processing and subsequent basic and special processing (if required) should be carried out to the satisfaction of OIL's representative(s). The processing of each profile will be completed after the same is accepted by OIL's representative(s) in writing.

## **8.0 PERIOD OF CONTRACT:**

The Contractor shall collect the acquired field data from Company's office at Duliajan, Assam and commence the intended Data Processing jobs within thirty (30) days of award of contract. Data Processing of entire 400 GLKM 2D Seismic Data including submission of deliverables and reports to Company shall be completed by the Contractor, as per Scope of Work defined herein, within seven (7) months from the date of award of contract by Company or six (6) months from the date of collection of data from Company, whichever is earlier.

## **9.0 PERSONNEL & EQUIPMENT:**

- 9.1 The Contractor shall engage adequate personnel, equipment and facilities as necessary for successful completion of the work within agreed time frame as per the scope of work defined herein. The minimum requirement of key personnel should be as listed in enclosed **Annexure-I (PART-2)**.
- 9.2 The processing work needs to be supervised by an experienced Processing Manager. Processing Manager should have at least 7 years of experience in Land Seismic Data Processing and should have processed at least 2 (two) 2D and/or 3D Pre-Stack Time and Pre-Stack Depth Imaging projects, as on the bid closing date of this Tender, out of which at least **one project pertaining to fold belt area**.
- 9.3 Contractor must engage adequate number of Processing Geophysicist (s) having at least five (5) years of experience in Land Seismic Data Processing and should have processes at least 1 (one) 2D or 3D Pre-Stack Time or Pre-Stack Depth Imaging project, as on the bid closing date of this Tender. The number of Processing Geophysicist should be decided by the Contractor keeping in mind the completion of the Project within the agreed time frame without compromising with quality of work.
- 9.4 Bidder must identify in their technical bid, a key personnel out of the above three or an independent expert, who shall be carrying out Beam Migration/ Shot WEM or Reverse Time Migration (RTM). This expert must have experience of at least one project in which Beam Migration/Shot WEM or Reverse Time Migration (RTM) was carried out.
- 9.3 Bidder must submit detailed bio-data of all its personnel to be deployed for the project in their Technical Bid. Contractor shall not change any of their key personnel during job execution without Company's prior written consent. However, upon Company's written request, the Contractor, entirely at its own expense, shall remove immediately; any personnel of the Contractor determined by Company to be unsuitable/undesirable and shall promptly replace such personnel with personnel acceptable to the Company.
- 9.4 The bidder should provide the list of Hardware/Software/Equipment that will be used in processing work.

## **10.0 PROCESSING TESTS:**

The Contractor shall carry out detailed tests of processing parameters so that optimum sequence / parameters can be achieved. The tests need to be carried out as per industry standards. It is envisaged that such test processing will be done on about five (5) percent of total data volume, which will be identified in consultation with Company representatives. The parameter testing should be comprehensive for entire processing sequence with adequate QC checks. The processing parameters will be finalized depending on the results of test processing after consent from Company representatives (from time to time if required due to geological complexity of the area after mutual discussions).

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

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

## **12.0 DELIVERABLES:**

- 12.1 During the course of processing, the Contractor shall carry out detailed tests of all the processing parameters so as to achieve optimum processing sequence. The results of tests need to be certified by Company representatives and two copies of the test outputs are to be submitted to OIL. The next step of the processing work will start only after the test results are finalized.
- 12.2 The Contractor shall provide weekly reports on the progress of data processing. The report shall include, amongst others, the status of processing and percentage of processing accomplished during the week. Details of such progress reports and formats thereof shall be finalized in consultation with Contractor's representative during the initial discussion/kick-off meeting when they arrive Duliajan for data collection.
- 12.3 The Contractor shall submit **four (4) copies** of comprehensive report of the work on completion of processing on CD and Hard-Copy. Apart from the above, Contractor will submit the followings:

### **(a) SEG Y Outputs**

- i) Raw & **Final Stack** (Exabyte cartridges in triplicate).
- ii) Raw and **Final Post Stack Time Migration** data (Exabyte cartridges in triplicate).
- iii) Raw and **Final DMO Stack** data (Exabyte cartridges in triplicate).
- iv) CMP gathers after **Pre-STM and Pre-SDM** (Exabyte cartridges in triplicate).
- v) Raw and **Final Pre-STM** (Exabyte cartridges in triplicate).
- vi) Raw and **Final Pre-SDM** (Exabyte cartridges in triplicate).
- vii) CMP gathers after Pre-SDM Beam Migration (Exabyte cartridges in triplicate)
- viii) Raw and **Final Pre-SDM Beam Migration** (Exabyte cartridges in triplicate)
- ix) **Velocity Data** on (CD in triplicate).

### **(b) Back Ups & Hard Copies**

- i) Backup of the database + workflows + datasets.
- ii) **1 Hard copy** of Sections each – DMO Stack, Final Stack, Final Post Stack Time Migration, (25 traces/inch (horizontal) & 5 inches /sec (vertical).
- iii) **1 Hard copy** of Sections each - Final Pre-Stack Time Migration (Pre-STM), Final Pre-Stack Depth Migration (Pre-SDM) (25 traces/inch (horizontal) & 5 inches/sec (vertical) and Final Pre-Stack Depth Migration (Beam-migration) (25 traces/inch (horizontal) & 5 inches /sec (vertical).
- iv) Displays of all parameter test results and QC checks

### **13.0 MEETING, DISCUSSION & PRESENTATION BY THE CONTRACTOR:**

During course of Data Processing, meetings, discussion and presentation will have to be given by the Contractor at their facilities to the Geoscientists of Oil India Limited so that the interactions are dynamic and OIL's Geoscientist have the opportunity to be associated & review specifics of the process/study.

Apart from above, the Contractor has to make a detailed technical presentation to the Management and Geoscientist of Company (Oil India Limited) on completion of the Seismic Data Processing work (completion of project) at NEF Project, Duliajan, Assam in India at mutually agreeable dates. All costs associated with this presentation must be included in the quoted cost and OIL shall not make any additional payment towards the same. However, Guest House accommodation at Duliajan may be provided to Contractor's representative subject to availability.

### **14.0 QUALITY OF WORK:**

The Contractor shall carry out the services **(2D seismic data processing)** in a fully professional manner and warrant that the information produced shall be of a quality acceptable to the Company as per international standards.

### **15.0 ADDITIONAL PROCESSING:**

- 15.1 In addition to standard Data Processing Routine, Company may decide to apply some **additional** Data Processing routine viz; Post Stack Inversion, AVO Analysis & Attribute Analysis etc. that can be useful for qualitative job execution during processing. Therefore, Bidders are requested to quote rates/charges for the following special processing techniques as **OPTIONAL items as provisioned in the Price Bid Format**, which may or may not be availed by Company at its sole option.
- 15.2 Company reserves the right to extend the contract to include additional volume of Processing work upto **50%** (i.e. maximum of additional 200 GLKM 2D Data) at same rates, terms & conditions.

## **END OF SECTION – II**

## **PART-3**

### **SECTION -III**

#### **SPECIAL TERMS AND CONDITIONS OF CONTRACT**

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

Company's nominated Representative(s), around two Geoscientists, will be associated with supervision & guidance of the work to be carried out by the Contractor in their Data Processing Centre. The Contractor shall execute the intended services under the contract in a cost effective way with professional competence and in an efficient workman-like manner and provide results to Company with a standard of work customarily provided by reputed Contractors to major international E&P Companies in the petroleum industry.

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

- 2.1 The Contractor shall provide eligible competent personnel as may be required for job execution at Data Processing Centers to ensure successful completion in time as per provisions of this contract.
- 2.2 The personnel to be deployed by the Contractor for job execution at work centers must have the requisite experience & qualifications as detailed herein and should be proficient in English. On Company's request, Contractor shall remove and replace at their own expenses any of their personnel whose presence is considered undesirable in the opinion of the Company.
- 2.3 The Contractor shall be responsible for, and shall provide for all requirements of their personnel and of their sub-contractor, if any, including but not limited to their insurance, transportation (both air and land transportation as applicable), vacation, salaries and other amenities, termination payment and all immigration requirement and taxes, if any, payable in India or outside at no extra charge to the Company.
- 2.4 Company representatives if deputed for work association, quality check and to provide useful inputs during the course of job execution at Contractor's work centres should be provided with facilities like office space (sitting arrangements), telephone and internet etc. during their work association, for which no extra payment will be made by Company to Contractor. Additionally the Contractor has to arrange for an FTP (File Transfer Protocol) facility, if asked for, to review the progress of the project through quality control and discussions/ feedback to yield best results.

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

- 3.1 **SAFETY:** Contractor shall follow all safety norms as prevalent in the petroleum industry globally and also observe such safety regulations in accordance with acceptable oilfield practice and applicable laws of the land such as Mines safety rules etc. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and safe handling of data tapes etc. at all times.



- 3.2 Contractor shall provide the Personal Protective Equipment (PPE) as applicable to their personnel and ensure strict use.
- 3.3 Safety and security of Contractor's resources including equipment, materials & stores will be the sole responsibility of the Contractor. Company will not handle/operate any of Contractor's equipment and materials at site with or without permission, unless it is considered otherwise necessary to safeguard life/property.
- 3.4 **PROTECTION OF ENVIORNMENT:** In performance of the Contract, the Contractor shall carry out the services with due regard to concerns with respect to protection of the environment and conservation of natural resources and shall in particular comply with the requirements of applicable laws and the reasonable requirements of the Government from time to time.
- 4.0 CONFIDENTIALITY OF INFORMATION:** All information obtained by Contractor in the conduct of operations and the information/maps provided by the Company to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's personnel. This obligation of Contractor shall be in force even after termination of the Contract.
- 5.0 OBLIGATION OF THE CONTRACTOR:**
- 5.1 Contractor shall arrange for collection and transfer of field and other data to their processing center within a period of maximum 30 days from the date of award of contract by Company. However, early collection will be highly appreciated.
- 5.2 Contractor at their cost shall arrange clearance of all their equipment, spare parts, consumable, etc. from customs and port authorities in India, if applicable. Company will provide all reasonable assistance but the responsibility for clearance will rest with the Contractor. Any demurrage in this process will be at Contractor's cost.
- 5.3 For clearance of imported items on concessional/nil rate of customs duty as prevailing in India, Company will issue recommendatory letters for Contractor to obtain Essentiality Certificates (EC) from the DGH (India), provided proper commercial invoice(s) & request letter is received by Company in 15 days (min.) advance. Delay in submission of such documents or submission of improper/inadequate documents to Company in this regard will be at sole risk and liability of Contractor.
- 5.4 Contractor shall arrange for inland transportation of all equipment, related spares & consumables from the port/yard to the place of work and back at the end of the work at their own expense. Contractor shall carry sufficient stocks of these items for uninterrupted operation throughout the contractual period.
- 5.5 Contractor shall keep their equipment in good working order all throughout and up-grade the software, if necessary.
- 5.6 In case the Contractor imports the equipment/consumables etc. on re-export basis against Essentiality Certificate, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the Contract period) and complete all documentation required. Company will issue necessary certificates etc. as required.

- 5.7 Any other works required for efficient and successful execution of work shall be carried out by the Contractor except those enumerated under the obligations of the Company defined below.
- 5.8 Contractor will be required to make presentation after completion of processing jobs at Duliajan.
- 5.9 The Contractor shall furnish the list with Bio-data of key personnel to be deployed prior to the commencement of work. The bio-data shall include the name, nationality, qualification, experience and passport details of the person.
- 5.10 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 reasonable notice.
- 5.11 Contractor shall comply with Indian Laws and regulations of Government of India but not limited to laws in respect of inland travel, use of wireless sets, maps and charts, entry regulations, security restrictions, foreign exchange, work permits, import of equipment, employment of Indian nationals etc. Any other work required for the efficient and successful execution of work shall be carried out by the Contractor except those enumerated under the obligation of the Company defined in para 6.0 below.

**6.0 OBLIGATIONS OF COMPANY:**

- 6.1 Company shall be responsible for providing field raw data and other inputs as may be available with Company and required for job execution in terms of contractual provisions.
- 6.2 Company shall pay Contractor in accordance with the terms & provisions of the contract and as may be due from time to time.
- 6.3 Company may provide accommodation for Contractor's personnel on chargeable basis in its Guest House, subject to availability, when they visit Duliajan, Assam in connection with work related to this contract. Contractor must obtain prior consent from Company in this regard before making their trip.

- 7.0 COMPLETION OF PROJECT:** The contract shall be deemed to be completed when Contractor submits the Final Processing Report and other deliverables including presentation to OIL officials as per terms of contract. The entire assigned jobs must be completed by the Contractor within a maximum period of seven (7) months from the date on which Company awards the contract. After the completion of work, all equipment, accessories etc. brought into India on re-export basis, if any, shall be re-exported by Contractor except consumables and spares, which were consumed during the course of job execution under the contract. In case of failure to do so in the allotted time hereof except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the customs duty and/or penalty leviable by customs on such default in re-export from Contractor's final settlement of bills. In the event all/part of the equipment etc. are transferred by Contractor within the country to an area where no nil customs duty is applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearance in India, then Contractor shall be fully liable for payment of the custom duty.

**END OF SECTION - III**

## **PART-3**

### **SECTION-IV**

#### **SCHEDULE OF RATES**

The bidder shall quote the following rates in their price bid as per the format (PROFORMA-B) attached herein. Quantity mentioned against each item is tentative and valid for bid evaluation purpose only. However, the payment shall be made on the basis of actual volume of work carried out by the Contractor.

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

##### **A1. CHARGES FOR 2D BASIC DATA PROCESSING: (DMO Stack & Post Stack Migration):**

- i) Charges for Basic Data Processing shall be payable per GLKM.
- ii) Charges for DMO Stack and Post Stack Migration data processing shall be quoted per GLKM, inclusive of all cost the Contractor is expected to incur for carrying out such processing of 2D Seismic Data, as per processing sequence mentioned in Section-II in PART-3.
- iii) The Rate is to be quoted including all costs to Contractor for data collection from OIL's office in Duliajan, Assam, use of equipment/accessories, spares, consumables, charges of Contractor's personnel, processing tests, deliverables, and office space for Company representatives etc. and any other related expenditure for Contractor to fulfill their contractual obligations under the contract. Mobilisation & demobilisation charges, if any, shall not be paid separately against this contract.

##### **A2. CHARGES FOR PRE-STACK TIME MIGRATION (PRE-STM):**

- i) Charges for Pre-Stack Time Migration shall be payable on **per GLKM basis**.
- ii) The rate per GLKM for Pre-Stack Time Migration shall be quoted covering the entire period of use of equipment/accessories, spares, consumables, charges for Contractor's personnel, processing tests, deliverables, and office space for Company representatives, etc.

##### **A3. CHARGES FOR PRE-STACK DEPTH MIGRATION (PRE-SDM):**

- i) Charges for Pre-Stack Time Migration shall be payable on **per GLKM basis**.
- ii) The rate per GLKM for Pre-Stack Depth Migration shall be quoted covering the entire period of use of equipment/accessories, spares, consumables, charges for Contractor's personnel, processing tests, deliverables, and office space for Company representatives, etc.

**A4. CHARGES FOR BEAM MIGRATION/SHOT WEM OR REVERSE TIME MIGRATION:**

- i) Charges for Beam Migration/Shot WEM shall be payable on **per GLKM basis**.
- ii) The rate per GLKM for Pre-Stack Depth Migration shall be quoted covering the entire period of use of equipment/accessories, spares, consumables, charges for Contractor's personnel, processing tests, deliverables, and office space for Company representatives, etc.
- iii) In case, the Contractor quotes separate rate for Beam Migration and separate rate for Shot WEM processing, in that case higher rate will be considered for the bid evaluation purpose. However, Company reserves the right either to go for Beam Migration or Shot WEM processing during the actual job execution and payment shall be made at the respective rate as quoted by the Bidder.

**NOTE:**

- 1.0 Separate payment will not be made by Company for rental of establishment, equipment, hardware/software, travel, boarding, lodging and en-route expenditure of Contractor's personnel in connection with execution of this contract including collection of Data & other relevant data/information from OIL and for presentation/discussion on final report at Duliajan, Assam, India. Therefore, Contractor must include all such costs as deemed necessary in their quoted rates above. However, during their visit to Duliajan, accommodation may be permitted in Company's Guest House on chargeable basis on request, subject to vacancy/availability.
- 2.0 Rates/charges should be quoted strictly as per Price Bid Format (PROFORMA-B) inclusive of all applicable taxes & duties i.e., Corporate Tax, Personal Tax etc., **but excluding Service Tax** which will be to Company account.

**END OF SECTION - III**

**END OF PART-3**

## **PART-4**

### **PROFORMA - A**

#### **2D SEISMIC DATA PROCESSING**

#### **LIST OF ITEMS (Equipment, Tools, Accessories, Spares & Consumable)**

TO BE IMPORTED IN CONNECTION WITH EXECUTION  
OF THE CONTRACT, IF REQUIRED ANY

**Currency:**

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

- 1.0 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".
- 2.0 The items, which are of consumable in nature should be indicated as "NO" in column "J".
- 3.0 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".

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

**Seal of the Bidder:**

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PART-4

PROFORMA-B

PRICE BID FORMAT (FOR BID EVALUATION)

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

Currency:
(Please specify)

Srl. No.	Brief Description of Services	Unit	Quantity (a)	Unit Rate (b)	Amount (c)=(a) X (b)
A.	2D SEISMIC DATA PROCESSING: (As detailed in Scope of Work & Terms of Reference in the Bid Document)				
A1.	Charges for Basic Data Processing (DMO Stack and Post Stack Migration of 2D Seismic Data.	GLKM	400		
A2.	Charges for Pre-Stack Time Migration (Pre-STM) of 2D Seismic Data.	GLKM	400		
A3.	Charges for Pre-Stack Depth Migration (Pre-SDM) of 2D Seismic Data.	GLKM	400		
A4.	Charges for Beam Migration/ Shot WEM or Reverse Time Migration.	GLKM	400		
TOTAL EVALUATED VALUE OF CONTRACT "A" = A1 + A2 +A3 + A4 :					

- 2.0** In addition to above standard Data Processing Routine, Company may decide to apply some **additional** Data Processing routine viz; Post Stack Inversion, AVO Analysis & Attribute Analysis etc. that can be useful for qualitative job execution during processing. Therefore, Bidders are requested to quote rates/charges for the following special processing techniques as **OPTIONAL items**, which may or may not be availed by Company at its sole option.

Srl. No.	Brief Description of Services	Unit	Quantity (a)	Unit Rate (b)	Amount (c)=(a) X (b)
B.	SPECIAL DATA PROCESSING - OPTIONAL ITEMS): (As detailed in Scope of Work & Terms of Reference in the Bid Document)				
B1.	Charges for Post Stack Inversion 2D Seismic Data.	GLKM	400		
B2.	Charges for AVO Analysis of 2D Seismic Data.	GLKM	400		
B3.	Charges for Attribute Analysis of 2D Seismic Data.	GLKM	400		

NOTES:

- 1.0 The items referred above are to be read in conjunction with the Scope of Work and Schedule of Rates detailed in this tender document.
- 2.0 The Bid in which the rate for any of the above services is not quoted shall be rejected. However, if no charge is envisaged by the bidder for any of the above work, '**NIL**' should be mentioned against such services.
- 3.0 The bidders are to quote rates as above inclusive of all their liabilities including taxes and duties as applicable, except the Service Tax which will be extra to Company (OIL) account, if payable.
- 3.1 The Service Tax as applicable shall be extra to OIL's account. However, Liability of payment of Service Tax will rest on the Contractor. Only in case of foreign bidder who does not have any office establishment in India, it will be Company's liability to pay the applicable Service Tax to the competent authorities.
- 4.0 The quantity/parameters assumed above are only for the Bid evaluation purpose as assessed by Company. It is, however, to be clearly understood that the quantity may vary during job execution and payment will be made to the Contractor on the basis of actual job execution.
- 5.0 Definition of GLKM of each line = (Total no. of SPs in the line-1) X nominal SP Interval (in meter)/ 1000.
- 6.0 The Rates quoted by Bidders for Special Data Processing (OPTIONAL items in Srl. No. "B") under para 2.0 above viz; Post Stack Inversion, AVO Analysis & Attribute Analysis shall not be taken into account in the bid evaluation process to determine the inter-se-ranking of bidders. Bids will be evaluated and compared on the basis of rates/costs quoted by bidders with respect to items under para 1.0 above [Srl. No. "A" (A1+A2+A3+A4) only].
- 7.0 Notwithstanding para 6.0 above, while evaluating the Commercial Bids, Company will ensure that the lowest evaluated Bidder (L1) has also quoted reasonable rates against these optional items. For this purpose, Company may call for documentary evidences to establish that the quoted rates are not higher than the rates at which they performed such services for their other clients. Company also reserves the right to negotiate with the L1 bidder, if situation so warrants, to satisfy itself before award of contract or may award the contract without Special Processing.
- 8.0 Bidder must confirm details of their Indian Agent, if any and whether any agency commission included in their quoted rates above.

Authorized Person's Signature: _____

Name: _____

Seal of the Bidder:

PART-4

PROFORMA - C

To:
HEAD-NEF,
Oil India Limited,
Duliajan-786026
Assam, India

Sub: Tender No. : CNG7093P16

Gentlemen,

Having examined the General 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 **thirty (30) days** and shall complete the assignment within **seven (7) months**, calculated from the date of award of Contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding **7.5%** of total evaluated value for one year duration 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 opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2015

Signature

(In the capacity of)

Name of the Bidder:.....

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

PART-4

PROFORMA – D

STATEMENT OF COMPLIANCE

SL. NO.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	COMPLIANCE	REMARKS

We undertake that excepting above deviations all other terms and conditions of the tender document shall be fully complied with.

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 (other than the BEC/BRC), the same should be indicated here and uploaded in their Bids. If the proforma is left blank or not uploaded, then it would be construed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

Signature and seal of the Bidder:

Name of Bidder:.....

&&&&&&&&

PART-4

PROFORMA - E

FORM OF BID SECURITY (BANK GUARANTEE)

To:
HEAD-NEF,
Oil India Limited,
Duliajan-786602
Assam, India

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No. CNG7093P16. KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this _____ day of _____ 2015.

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws / modifies 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 accept the LOA issued by the Company within the validity of the bid
 - (b) Fails or refuses to execute the form of Contract in accordance with the Instructions to Bidders; or
 - (c) 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 _____
Date: Place _____

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

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

&&&&&&&&

PART-4

PROFORMA - F

FORM OF PERFORMANCE BANK GUARANTEE

To
HEAD-NEF,
Oil India Limited,
Duliajan-786602
Assam, India

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 an irrevocable and unconditional Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we (name and address of the bank)_____ (hereinafter called "the Bank") we have agreed to give the Contractor such a irrevocable and unconditional 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 also agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by the OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the Bank.

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

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

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

Date
Place _____

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## **PART-4**

### **PROFORMA - G**

#### **CONTRACT FORM**

This Contract 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 in PART-3** attached herewith for this purpose.

WHEREAS, Company issued a firm Letter of Award No. \_\_\_\_\_ based on Offer No. \_\_\_\_\_ submitted by the Contractor against Company's Tender No. CNG7093P16.

WHEREAS Contractor has accepted Company's Letter of Award vide their letter no. \_\_\_\_\_.

All these aforesaid documents shall be deemed to form and be read and construed as part of this Contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Award and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorised 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 Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.  
2. In addition to documents hereinabove, 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 Contract,
- (b) Section-II indicating the Terms of Reference/Technical Specifications,
- (c) Section-III indicating the Schedule of rates and

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

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

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

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

~~~~~

PART-4

PROFORMA - H

PROFORMA LETTER OF AUTHORITY

TO

To: HEAD-NEF,
Oil India Limited,
Duliajan-786602
Assam, India

Sir,

Sub: OIL's Tender No. CNG7093P16

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

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

Yours Faithfully,

Signature: _____
Name & Designation: _____
For & on behalf of: _____

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.

&&&&&&&&

INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section: 1 -Commitments of the Principal

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

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

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 -Compensation for Damages

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

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

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

Section 5 -Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section: 8 -External Independent Monitor/Monitors

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

(to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

