



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

Conquering Newer Horizons

NEF PROJECT

P.O. - Duliajan, Pin -786 602
DIST.- DIBRUGARH, ASSAM,
INDIAE-mail: nef@oilindia.in
TEL: (91) 374-2807461/62
FAX: (91) 374-2801799
Website: www.oil-india.com

COVERING LETTER

M/s. _____

Sub: E-Tender No. CNG7293P16 for Acquisition of 2360 LKM (Line Kilometer) of 2D Seismic Data from the unappraised areas of North-East India covering parts of Assam & Arunachal Pradesh.

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** OIL has been entrusted by DGH & MoP&NG for the wide spaced 2D Seismic Survey for appraisal of unappraised areas of North East (NE) India. Consequent to which, OIL's NEF Project, Duliajan now invites ONLINE International Competitive Bids (ICB) under **Single Stage Two Bid System** through its e-Procurement Portal: <https://etender.srm.oilindia.in/irj/portal> from competent and experienced Service Providers/Contractors for 2D Seismic Data Acquisition of 2360 LKM **in the Unappraised areas of Assam-Arakan Sedimentary Basin, North-East India covering parts of Assam & Arunachal Pradesh, India.**
- 3.0** One complete set of bid document for hiring of above services is being forwarded herewith. You are invited to upload 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. | : CNG7293P16 dated 26.05.2015 |
| (ii) Type of Bidding | : Online-Single Stage-Two Bid System |
| (iii) Tender Fee | : INR 40,000.00 OR US \$ 630.00 |

- (iv) Pre-Bid conference : 11:00 AM (IST) on 22nd June, 2015 in DELHI (Exact venue shall be communicated to the interested prospective Bidders nearer the time).
- (v) Bid Closing Date & Time : 15th July, 2015 (11:00 HRS IST)
- (vi) Technical Bid Opening Date & Time: 15th July, 2015 (14:00 HRS IST)
- (vii) Price Bid Opening Date & Time : Will be intimated only to the eligible/qualified Bidders nearer the time.
- (viii) Bids to be addressed to : Bids must be uploaded online in OIL's E-procurement portal addressing to:
HEAD - NEF
NEF Project, Oil India Limited,
P.O.- Duliajan -786602, Assam, India.
- (ix) Bid Opening Place : Office of the HEAD - NEF
NEF Project, Oil India Limited,
Duliajan -786602, Assam, India.
- (x) Bid Security Amount : INR 3,15,00,000.00 **OR** US \$ 5,00,000.00
- (xi) Amount of Performance Security : 7.5% of the estimated one (1) year Contract Cost.
- (xii) Duration of the Contract : 26 Months from the date of issue of LOA by Company.
- (xiii) Quantum of Liquidated Damage for default in timely Mobilisation : 0.5% of total evaluated contract value for the 1st year per week delay or part thereof, subject to maximum of 7.5%.
- (xiv) Original Bid Security to be submitted : HEAD-NEF
NEF PROJECT, OIL INDIA LIMITED
DULIAJAN - 786 602, ASSAM, INDIA
- (xv) Integrity Pact : Must be digitally signed & uploaded alongwith the Techno-commercial Bid

4.0 PRE-BID CONFERENCE:

- 4.1 A Pre-Bid Conference is planned to be held at **DELHI on 22nd JUNE, 2015** (if required, shall be extended to next day also) to explain the requirements of Company in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/ clarifications, if any, on the Scope of Work, Bid Rejection/Bid Evaluation Criteria and other terms & conditions of the Tender. Bidders interested to attend the pre-bid conference as above must contact/communicate with **HEAD-NEF**, Oil India Limited, NEF Project, P.O. Duliajan-786602, ASSAM, **Phone:** 91-374-2807464/ 91-0374-2806150, **Fax:** (91)374-2801799/2804854, **E-mail:** unjena@oilindia.in / basha2006@gmail.com / anupkumar@oilindia.in well in advance regarding the venue & other related details.

- 4.2 Maximum two (2) representatives from each prospective Bidder, who purchased the tender document, shall be allowed to participate in the pre-bid conference. All costs associated to attend the pre-bid conference by their representatives shall be borne by the interested Bidders.
- 4.3 The prospective bidders may submit their queries, if envisaged against the tender conditions any, through e-mail/fax/letter to the above mentioned address prior to the date of pre-bid conference. OIL expects that the Bidders should comply to the tender conditions in toto. However, clarifications/exceptions/deviations, if required any, should be brought out by the bidders prior to or during the Pre-Bid Conference only. After processing these suggestions, as a sequel to the pre-bid conference, Company may communicate the changes in this regard, if agreed any, through an addendum to tender document to the prospective bidders who purchased the tender document. Company will not accept any exception/deviation to tender conditions/specifications once the same are frozen after the pre-bid conference and the non-compliant bids shall be rejected outright against this tender.

5.0 GUIDELINES FOR PARTICIPTION AGAINST E-TENDER:

- 5.1 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).
- 5.2 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.
- 5.3 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 INR 40,000.00 OR USD 630.00** (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 **1st June, 2015** and **8th July, 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.

6.0 IMPORTANT NOTES:

- 6.1 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.
- 6.2 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.
- 6.3 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.

- 6.4 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.

- 7.0** 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 their bids. Oil India Limited, hereinafter referred to as “Company”, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.1 Bidders are advised to have a thorough reconnaissance of the area, if required, to know the terrain and get themselves fully acquainted with details of surface topographic features, fair weather slot, weather conditions, working culture in the area, socio-political environment, security aspects and law of the land, prior to submitting their bids. This will also help them to judiciously select proper inputs for successful execution of the project. However, all such related expenses shall be to bidder's account.
- 1.2 A **Pre-Bid Conference** is scheduled to be held on **22nd JUNE, 2015 in DELHI** (shall be extended to the next day also, if required) to explain Company's requirement against this Tender/Contract and to understand Bidders' perspectives including providing clarifications, if any, on the Scope of Work, Bid Rejection/Bid Evaluation Criteria and other terms of conditions of the Tender. As stipulated in the Bid Rejection Criteria of this tender, exception/ deviation to any of the tender clauses shall not be accepted. Therefore, Bidders are advised to bring out such non-conforming issues, if envisaged any, prior to/during the pre-bid conference only.

The exact venue of pre-bid conference shall be intimated nearer the time only to those interested parties to whom the Tender Documents were allowed by Company upon receipt of request letter/tender fee.

- 1.3 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.
- 1.4 Tender Document will not be issued in physical form by Company. Interested Bidders should submit their applications expressing intension for participation against the tender to **HEAD-NEF, NEF PROJECT, OIL INDIA LIMITED, DULIAJAN-786602, ASSAM, INDIA** highlighting their full mailing address and clearly indicating their e-mail ID, alongwith the non-refundable **Tender Fee of INR 40,000.00 OR USD 630.00** (PSUs and firms registered with NSIC/SME are exempted from payment of cost of Bid Document, provided they furnish evidence that they are registered for the above services) in favour of OIL INDIA LIMITED and payable at DULIAJAN. Such application and tender fee in original must be submitted at the aforesaid address of Company between **1st June, 2015 and 8th July, 2015** during office hours only i.e., **one week prior to the scheduled bid closing date**. On receipt of application and Tender Fee as above, **USER-ID** and initial **PASSWORD** will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal. However, OIL's regular Contractors/Vendors, who are already in possession of USER-ID & PASSWORD, upon submission of Tender Fee, can upload their Bids using their existing USER-ID & PASSWORD. Tender Fee can also be paid online through payment gateway of Company.

- 1.5 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 DOCUMENT:

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

3.0 AMENDMENT OF BIDDING DOCUMENT:

- 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, sequel to the pre-bid conference or otherwise, modify the Bidding Document 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, who purchased the Tender Document, 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 to take the Addendum into account for preparing their bid or for any other reason. Bidders shall 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 BID:

- 4.0 LANGUAGE OF BID:** 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 any printed literature/certificates that may be in another language, provided it is accompanied by an English translated version, which shall govern for the purpose of bid interpretation.
- 5.0 BIDDER'S/AGENT'S NAME & ADDRESS:** Bidder must clearly indicate their detailed postal address including the Fax/Telephone/Cell Phone Nos. and E-mail address in the Bid. Similar information should also be provided in respect of their authorised Agents in India, if any.
- 6.0 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 as per **PROFORMA-D** under PART-4, clearly indicating **“NIL Exception/Deviation”**.
- (v) List of Imported Items, if any, as per **PROFORMA-A** under PART-4 **without showing the rates/cost details/value** therein.
- (vi) Bid-Form as per **PROFORMA-C** under PART-4 **without indicating prices**.
- (vii) Price Bid format strictly as per **PROFORMA-B** under PART-4 **without indicating prices/rates/costs** therein.
- (viii) Integrity Pact digitally signed by OIL’s competent personnel as per **ANNEXURE-V** under 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 furnished in this tender document and attach the same under the **“Notes & Attachments” Tab** while uploading their online Bid in OIL’s E-procurement portal.

- (i) Bid Form as per **PROFORMA-C** under PART-4, **duly incorporating the value and other particulars**.
- (ii) Price-Bid as per **PROFORMA-B** under PART-4, **duly incorporating the rates, amount and total value etc**.
- (iii) List of Imported Items, if any, as per **PROFORMA-A** under PART-4, **duly incorporating the details in each column like estimated CIF value etc**.

NOTE: The Priced/Commercial Bid shall contain the prices alongwith the currency quoted and any other commercial information pertaining to the services offered. The Bid shall be rejected in case the rates/cost details are furnished in the Technical Bid.

7.0 BID PRICES:

- 7.1 Prices must be quoted by the Bidder as per the “Price Bid Format” available in attachment form under “Notes & Attachment” Tab in OIL’s E-Tender Portal against this tender. Unit Rates must be quoted by the bidders, both in words and in figures and the Price Bid is to be uploaded in attachment form. The Price Bid Format is furnished herein vide **PROFORMA-B** under PART-4.
- 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 Except the applicable Service Tax, all other taxes, duties & levies including Customs Duty, Corporate Tax, Personnel Tax in respect of their personnel, Excise Duty, Sales Tax, VAT, Entry Tax etc. arising out of this contract shall be payable by the successful bidder and as such must be included in the rates, prices and total Bid Price quoted by the bidder. Evaluation and comparison of bids shall be made accordingly. Applicable Service Tax shall be extra to OIL’s account.

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

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

9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

These are listed in BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC) in PART-2 of this Bid document. The Bidder must comply with the clauses in BEC/BRC, failing which their Bid will be rejected.

10.0 BID SECURITY:

10.1 Pursuant to Clause 6.0 above, the Bidder shall furnish Bid Security in the amount as specified in the "Covering Letter" to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to Sub-Clause 10.8 below.

10.2 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** under PART-4 or in another form acceptable to Company from any of the following Banks only:

- 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

(b) A cashier's cheque or demand draft drawn on 'Oil India Limited' and payable at Duliajan, Assam.

Note: The Bank Guarantee/LC issued towards bid security must be kept valid for thirty (30) days beyond the Bid validity. 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.

- 10.3 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 Head-NEF on or before 14:00 hrs. (IST) on the scheduled date of technical bid opening of the tender. However, Company shall not be responsible for any postal delay/transit loss. Timely delivery of the bid security shall be at Bidders' risk & responsibility.

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 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 Technical bid.

- 10.4 Any bid not secured in accordance with Sub-Clauses 10.1 through 10.3 shall be rejected by the Company as non-responsive.
- 10.5 Unsuccessful Bidder's Bid Security shall be discharged and/or returned within 30 days of expiry of the period of bid validity.
- 10.6 Successful Bidder's Bid Security shall be discharged upon signing the formal contract and furnishing performance security.
- 10.7 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 10.8 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.
- 10.9 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 two (2) years.
- 10.10 **EXEMPTION FROM SUBMISSION OF BID SECURITY:** Central Govt. offices, Central Public Sector undertakings and firms registered with NSIC/SME (subject to furnishing proper evidence as per guidelines) are exempted from submitting Bid Security.

11.0 PERIOD OF VALIDITY OF BIDS:

- 11.1 Bids shall remain **valid for 120** days after the date of technical 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. 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 BID

12.0 SIGNING OF BID:

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

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 13.0 herein 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** under PART-4) 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 may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company may sustain on account thereof.
- 12.4 Any physical documents to be submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.

- 12.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

13.0 SUBMISSION OF BIDS:

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

However, the following documents should necessarily be submitted in physical form in sealed envelope super-scribing the Tender/IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to 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.
 - iv) Printed catalogue and literature if called for in the bid document.
- 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 compliance to the clauses in 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 opening 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:

- 14.1 Foreign Bidders are requested to clearly indicate in their Bid 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 the 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.
- 14.2 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.
- 14.3 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 BID:

Bids must be uploaded online not later than 11:00 Hrs. (Server time as per 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 BID:

- 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 concerned.
- 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:

- 17.1 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. Also, 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.
- 17.2 However, if the scheduled bid closing/opening day 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 and opened on the following full working day at same time.

18.0 BID OPENING AND EVALUATION:

- 18.1 Company will open the online 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, they 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.
- 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 After opening, Company will examine bids to determine whether they are complete, whether requisite Bid Securities & Integrity Pact etc. are furnished, whether documents are digitally signed and whether the bids are generally in order.
- 18.6 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.
- 18.7 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.

- 18.8 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.
- 18.9 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

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 their respective Price Bids as per **PROFORMA-B** under 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.

23.0 CONTACTING THE COMPANY:

- 23.1 Except as otherwise provided in Clause 18.6 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: Company will award the Contract to the successful Bidder whose bid is determined to be substantially responsive and evaluated to be commercially lowest (L1), provided further that the Bidder is determined by Company 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 (s) or any obligation to inform such bidder(s) of the grounds for Company's decision.

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) regarding award of contract on them upon acceptance of their bid, including subsequent clarification/negotiation, if any.
- 26.2 The notification of award will constitute formation of Contract.

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 formal 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 Performance Security to Company for an amount as 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) as per **PROFORMA-F** under PART-4 or an irrevocable Letter of Credit (L/C) or in any other format acceptable to the Company and should be from any of the following Banks:

- i) Any Nationalized / 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 six (6) 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 aforesaid requirements shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, the party shall be debarred for a period of 2 (two) years from the date of default.

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

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

31.0 INTEGRITY PACT:

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

31.2 Company has appointed Shri R.S. Pandey, IAS (Retd.) and Shri R. Mathur, IPS (Retd) as Independent External Monitors (IEMs) for a period of 3(three) years to oversee implementation of Integrity Pact in Company. Bidders may contact the Independent Monitors for any matter related to the Tender at the following addresses:

1. Shri Raghaw Sharan Pandey, IAS (Retd), E-mail: rspandey_99@yahoo.com
2. Shri Rajiv Mathur, IPS (Retd), E-mail: rajivmathur23@gmail.com

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

No request will be considered for clarifications from the Company 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 will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

END OF PART – 1

&&&&&&&&

PART- 2

BID REJECTION CRITERIA / BID EVALUATION CRITERIA

- 1.0 GENERAL CONFORMITY:** The bid shall conform generally to the scope of work, specifications and terms & conditions given in this bid document. Notwithstanding the general conformity of the bid to the stipulated terms, conditions, specifications & scope of works, the following requirements shall have to be particularly met by the Bidders, without which the bids shall be considered as non-responsive and rejected.
- 2.0 VITAL CRITERIA FOR BID ACCEPTANCE:** Bidders are advised not to take any exception/deviation to the Bid Document. Exceptions/Deviations, if any, should be brought out during the **Pre-Bid Conference** as scheduled against this Tender. After processing such suggestions, Company may communicate the changes, if any, through an addendum to the tender document in this regard to the prospective bidders who purchased the tender document. Still, if exceptions/deviations are maintained in the bid, such conditional/non-conforming bids shall not be considered, but shall be rejected outright.
- 3.0 BID REJECTION CRITERIA (BRC):**
- 3.1 TECHNICAL REJECTION CRITERIA:**
- 3.1.1 Bids shall be complete and covering the entire scope of work and should conform to the technical specifications indicated in the bid document, duly supported with technical catalogues/ literatures, wherever required. Incomplete and non-conforming bids shall be rejected.
- 3.1.2 **EXPERIENCE OF THE BIDDER:** The Bidder must have successfully executed at least one or multiple contract(s) of 2D/3D Seismic Data Acquisition with minimum cumulative volume of 1000 LKM (Line Kilo Meter) of Seismic Data in the last five (5) years preceding the date of this Tender.

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

To this effect, as part of their Technical bid, the Bidder shall furnish statement as per **APPENDIX-I** hereunder in PART-2, in a tabular form for the last five (5) years preceding the date of OIL's Tender. The Bidder must also submit the following documentary evidences in respect of satisfactory execution of the contract(s) by them.

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

OR

- Contract/Agreement copy along with proof of release of Performance Security after completion of the contract.

OR

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

OR

- Any other documentary evidence that can substantiate the satisfactory execution of the contract.

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

- (a) Details of experience and past performance of the bidder and the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), on works/jobs done of similar nature in the past and details of current work in hand and other contractual commitments (if any), indicating areas and name of clients are to be submitted alongwith the Technical Bid, in support of the experience criteria laid down above.
- (b) Indian Companies/Joint Venture Companies: Indian bidder whose proposal for technical collaboration/joint venture involves foreign equity participation or payment of royalty and/or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval on their application submitted to SIA, prior to the date of price bid opening.
- (c) Bidders participating on the basis of technical collaboration/joint venture, shall submit, alongwith their technical bid, a Memorandum of Understanding (MOU)/Agreement concluded with their technical collaborator(s)/joint venture partner(s) clearly indicating their respective roles and responsibilities under the scope of work. The MOU/Agreement shall be addressed to OIL INDIA LIMITED, clearly indicating that it is applicable to this particular tender and shall remain valid and binding throughout the contract period, including extension if any. Notwithstanding the MOU/Agreement, the bidder shall be fully liable/ responsible to Company for complete execution and quality performance of all the services, if contract is awarded.

3.1.2.2 In case the bidder is a consortium of companies, the following requirements should be satisfied:

- (a) Acceptable Memorandum of Understanding (MOU) has to be made between the consortium partners, which should be duly signed by the authorized executives of the consortium members clearly defining the role/scope of work of each partner/member, binding the members jointly and severally to any & all responsibilities and obligations under the contract, if awarded, and identifying the Leader of the Consortium.
- (b) The Leader of the Consortium should satisfy the experience criteria as per para 3.1.2 above.
- (c) The Leader of the Consortium should confirm unconditional acceptance of full responsibility of executing the "Scope of Work" of this bid document.
- (d) MOU/Agreement concluded by the bidder with consortium partners, should be addressed to the Company, clearly stating that the MOU/Agreement is applicable to this Tender and shall be binding on them for the entire contract period, including extension, if any. The MOU/Agreement should be submitted alongwith the Technical bid.

3.1.2.3 **Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of the Parent/Subsidiary Company:** Offers of those bidders who themselves do not meet experience criteria as stipulated in para 3.1.2 above can also be considered provided the bidder is a 100% subsidiary company of the parent company which meets the above mentioned experience criteria or the parent company can also be considered on the strength of its 100% subsidiary company. However, the parent/subsidiary company of the bidder should on its own meet the technical experience as aforesaid and should not rely on its sister subsidiary/co-subsidiary company or through any other arrangement like technical collaboration etc. In that case, as the subsidiary company is dependent upon the technical experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder must enclose an agreement, as per format furnished vide **APPENDIX-II** hereunder in PART-2, between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee, as per format furnished vide **APPENDIX-III** hereunder in PART-2, from the parent/ subsidiary company to OIL for fulfilling the obligations under the agreement, alongwith the technical bid.

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

- (a) Provided that the sister subsidiary/co-subsidiary company and the bidding company are both 100% subsidiaries of an ultimate parent/holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/holding company or through any other 100% subsidiary company within the ultimate parent/holding company. Documentary evidence to this effect to be submitted by the ultimate parent/holding company alongwith the technical bid.
- (b) Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience criteria laid down in para 3.1.2 above and not through any other arrangement like technical collaboration etc.
- (c) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide **APPENDIX-IV** hereunder in PART-2, between them, their ultimate parent/holding company, alongwith the technical bid.

3.1.3 Joint venture partnership / collaboration / Consortium, with a firm bidding as an independent identity against this tender, will not be accepted. Any party who is extending support by way of entering into collaboration/joint venture/consortium agreement with another party, shall not be allowed to submit an independent Bid against this tender and such bids shall be rejected straightway. Further, all bids from parties with technical collaboration support from the same Principal will also be rejected.

- 3.1.4 **EQUIPMENT & ACCESSORIES:** The minimum equipment, accessories and transport to be deployed by the bidder per crew must meet or exceed the minimum requirements as per **ANNEXURE-I** under PART-4. The bidder must furnish the followings details in their Technical Bid:
- a) An Undertaking to the effect that in the event of award of contract on them, they will deploy the minimum Equipment as per **ANNEXURE-I** under PART-4.
 - b) Documentary evidences in support of the Vintage of Equipment which they propose to deploy in the field for the execution of this contract. Bids shall be rejected if the equipments offered do not meet the specified requirements.
 - c) List of core equipment, their type, make, year of manufacture and other relevant documents e.g. Technical brochures, literature etc. alongwith the technical bid.
- 3.1.5 The bidder shall categorically confirm to deploy minimum of three (3) field crews for simultaneously data acquisition throughout the tenure of contract to achieve/complete the Work Program.
- 3.1.6 **KEY PERSONNEL:** The years of experience for the minimum key personnel to be deployed per crew are specified in **ANNEXURE-II** under PART-4. Bidder must submit the detailed bio data of key personnel which they propose to deploy in the field for execution of this contract. All the proposed personnel to be deployed should be proficient in English. Bids shall be rejected if the key personnel offered do not meet the specified requirements.
- 3.1.7 In case the Bidder intend to deploy expatriates for the assigned work under the contract, then the bidder are required to submit an undertaking alongwith their Technical bid that they would obtain permission/necessary clearance from appropriate Ministry (ies) of Govt. of India for all expatriates to be engaged for the work.
- 3.1.8 **MOBILISATION:** The bidder must categorically confirm in their Technical Bid that in the event of award of contract on them, they will complete mobilization of minimum three field crews at site and commence operation **within ninety (90) days** from the date of issue of Letter of Award by Company. Bidders must provide categorical confirmation of their capability and intent to meet this mobilisation schedule in their Technical Bid otherwise their Bid will be rejected.
- 3.1.8.1 **LIMITATION OF MOBILISATION CHARGES:** The Bidder should quote lump sum mobilisation charges (together for all field crews) which should not exceed 10 % (Ten Percent) of the evaluated contract value as per Price Bid Format vide PROFORMA-B. Bidder quoting mobilization charges more than 10% (ten percent) of their total evaluated contract value, their offer shall be straightway rejected. Bidder to confirm in their technical bid that they have not quoted mobilisation charges more than 10 % (ten percent) of the evaluated contract value.

- 3.1.9 **Indian Agents:** Either the Indian Agent on behalf of their Principal/OEM or the Principal/OEM itself can bid, but both cannot bid against this Tender. If an Indian Agent uploads bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM against this Tender. Further, no Indian agent is permitted to represent more than one foreign bidder in a particular tender. In case an Indian agent represents more than one foreign bidder in a particular tender, then offers of such foreign bidders shall be rejected.

3.2 FINANCIAL REJECTION CRITERIA:

- 3.2.1 Bidder's **average annual financial turnover** during the last three (3) completed accounting years as on the technical bid closing date shall be minimum **INR 93.75 Crores** (or equivalent in foreign currency) with positive net worth. Bidder must submit copies of audited Annual Reports/ Balance Sheets/Profit and Loss Accounts etc. for the last three (3) completed accounting years preceding the bid closing date of the tender. In lieu of Annual Reports/Balance Sheet/Profit and Loss Accounts as above, the Bidder may furnish a Chartered Accountants' Certificate as per format prescribed in **APPENDIX-IV** hereunder in PART-2, alongwith the technical bid.
- 3.2.2 In case the bidder is a newly formed company (i.e. one which has been incorporated in the last 5 years from the date of un-priced bid opening of the tender) who does not meet financial criteria [i.e. INR 93.75 Crores (or equivalent in foreign currency)] by itself and submits his bid based on the financial strength of his promoter company, then following documents need to be submitted alongwith the technical bid;
- i. Turnover of the promoter company should be more than INR 93.75 Crores (or equivalent in foreign currency). Net worth of the promoter company should be positive.
 - ii. Corporate Guarantee on promoter company's letter head signed by an authorized official undertaking that they would financially support the newly formed company for executing the project/job in case the same is awarded to them, and
 - iii. The bidder is a newly formed company i.e. one which has been incorporated in the last 5 years from the date of un-priced bid opening of the tender.
- 3.2.3 In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria (i.e. Average Turnover of INR 93.75 Crores (or equivalent in foreign currency)) by itself and submits his bid based on the financial strength of his parent/ultimate parent/holding company, then following documents need to be submitted alongwith the technical bid:
- i. Average Annual Turnover of last three accounting years of the parent/ultimate parent/holding company should be more than INR 93.75 Crores (or equivalent in foreign currency).
 - ii. Net worth of the parent/ultimate parent company should be positive.

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

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

3.3 COMMERCIAL REJECTION CRITERIA:

- 3.3.1 Bids shall be submitted online under **single stage two bid systems** 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.
- 3.3.2 Bidder shall offer firm rates/prices. Costs/Rates quoted by the bidder must remain firm throughout the execution of the Contract and not subject to variation on any account whatsoever.
- 3.3.3 The offers of the bidders indicating/disclosing prices in technical bid (un-priced) or at any stage before opening of price bid against the tender shall be straightway rejected.
- 3.3.4 Bids with shorter validity (i.e., less than 120 days from the scheduled technical bid closing date) will be rejected as being non-responsive.
- 3.3.5 The original Bid Security shall be submitted by the bidder at the office of the **Head-NEF, NEF Project, Oil India Limited, Duliajan – 786602, ASSAM**, India in a sealed envelope and must reach before the Technical Bid Opening Date and Time.
- 3.3.6 The Integrity Pact must be submitted with the Technical Bid, digitally signed by the same signatory who signs the Bid i.e. who is duly authorized to sign/upload the Bid. Any Bid not accompanied by the Integrity Pact duly signed by the bidder shall be liable for rejection.
- 3.3.7 Bids not uploaded online within the stipulated bid closing date and time, but submitted in physical form shall not be considered.
- 3.3.8 Conditional offers shall not be accepted by Company.
- 3.3.9 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" i.e. **PROFORMA-B** under PART-4; otherwise the Bid will be summarily rejected.

- 3.3.10 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, where no charge is involved/envisaged by the bidder.
- 3.3.11 The bid documents are not transferable. Unsolicited Bids will be rejected straightway.
- 3.3.12 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected.
- a) Bid Security Clause
 - b) Performance Guarantee Clause
 - c) Force Majeure Clause
 - d) Tax Liabilities Clause
 - e) Arbitration Clause
 - f) Acceptance of Jurisdiction and Applicable Law
 - g) Liquidated damage clause for delay in timely mobilization
 - h) Safety & Labour Law
 - i) Termination Clause
 - j) Integrity Pact

3.4 GENERAL REJECTION CRITERIA:

- 3.4.1 The Compliance Statement (**PROFORMA-D** under PART-4) clearly indicating **“NIL Exception/ Deviation”** to Tender clauses should be uploaded along with the Technical bid. **Exceptions/deviations to tender clauses, if envisaged any by the bidders, must be brought out during the Pre-Bid Conference only** for deliberation and perusal of Company, subsequent to which no exception/ deviation to tender terms shall be accepted against this Tender.
- 3.4.2 To ascertain the substantial responsiveness of the bid, the Company reserves the right to ask the bidders for clarifications in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the tender requirement in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.4.3 If any of the clauses in the BEC/BRC contradict with other clauses of tender document elsewhere, then the clauses in the BEC/BRC shall prevail.
- 3.4.4 Bid involving a party whose name is appearing in the prevailing list of banned/ blacklisted vendors of OIL INDIA LIMITED shall be rejected outright.

4.0 BID EVALUATION CRITERIA (BEC):

- 4.1 The bids conforming to the technical specifications, terms & conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below.
- 4.2 In the event of computational error between unit price and total amount, the quoted unit price shall prevail and the total amount will be corrected accordingly for adoption in bid evaluation. Similarly, in the event of discrepancy between rates quoted in words and in figures, the unit rates quoted in words shall prevail.

- 4.3 For 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
- 4.4 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the **“PRICE BID FORMAT”** as per **PROFORMA-B** under PART-4.
- 4.5 **CUSTOMS DUTY:** The services under this contract shall be executed in the area which is not currently eligible for nil/concessional rate of Customs Duty against import of equipment/stores. Therefore, while quoting rates/prices, Bidders must include the Customs Duty on merit as applicable to their Bid.
- 4.6 **SERVICE TAX:** The bidders are to quote their rates/prices inclusive of all statutory liabilities, except the Service Tax. Service Tax as applicable shall be extra to OIL's account. However, the liability of payment of Service Tax in case of Indian Bidder will rest on the Contractor while in case of foreign bidder not having any office in India; it will be Company's liability to pay the applicable amount of Service Tax to the competent authorities.

NOTE TO BEC/BRC:

1. All supporting documents/information as called for in compliance to various clauses of Bid Rejection Criteria (BRC) above must be submitted alongwith the Technical Bid, failing which the Bid shall be liable for rejection.
2. These supporting documents must be self-certified/digitally signed by Bidder's authorized person. Company also reserves the right to verify the original documents.

APPENDIX-I
(PART-2)

TENDER NO. : CNG7293P16

Experience Statement of Bidder/Service Provider

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

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

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

Name of the Bidder:
Signature:

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

This agreement made this _____ day of _____ month _____ year by and between M/s _____ (Bidder's particular) _____ hereinafter referred to as bidder of the first part and M/s _____ (Parent Company's particulars) herein after referred to as "Parent Company" on the other part, whereas M/s Oil India Limited (herein referred to as OIL) has invited offers vide their Tender No. CNG7293P16 for 2D Seismic Data Acquisition and whereas M/s _____ (Bidder) intends to bid against the said tender and desires to have a financial and technical support of M/s _____ (Parent Company) and whereas parent company represents that they have gone through and understand the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

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

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

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

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

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

For and on behalf of
(Bidder)
M/s -----
Witness:

1.

2.

For and on behalf of
(Parent Company)
M/s -----

1.

2.

PARENT COMPANY GUARANTEE
(TO BE MADE ON STAMP PAPER OF REQUISITE VALUE AND NOTORIZED)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at..... this..... day of 2015 by M/s..... (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having in Registered Office at..... herein after called “the Guarantor” which expression shall, unless **excluded** by the repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s Oil India Limited, a company duly registered under the companies Act 1956, having its Registered Office at **Duliajan, Dist: Dibrugarh, Assam-786602, India** and having Corporate Office at **Plot No. 19, Sector-16A, Noida, UP** hereinafter called “**Company**” which expression shall **unless** excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited Tender No. CNG7293P16 for 2D Seismic Data Acquisition on.....

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

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

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

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

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

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

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

For & on behalf on (Parent Company)

M/s_____

Witness:

1.

2.

*strikeout, if not applicable

TENDER NO. : CNG7293P16

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s.....(Name of the Bidder) for the last three (3) completed accounting years upto 31st March, 2015 are correct.

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

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

Place:

Date:

Seal:

Membership Code/ Registration No. :

Signature

END OF PART – 2

⌘⌘⌘⌘⌘⌘⌘⌘

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 of PART-3 in the bidding document.
 - (d) "**Services**" means the work specified in Section-II of PART-3 and all other obligations to be complied with by the Contractor pursuant to and in accordance with the terms of this contract.
 - (e) "**Company**" or "**OIL**" means Oil India Limited and its executors, successors, administrators and assignees.
 - (f) "**Company's items**" means the equipment, materials and services, which are to be provided by Company at the expense of Company and listed in the Contract;
 - (g) "**Company's Personnel**" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing this Contract). The Company representatives of OIL to be engaged by OIL for supervision of operations are also included in the Company's personnel;
 - (h) "**Approval**" as it relates to Company, means written approval of Company;
 - (i) "**Contractor**" means the individual or firm or Body incorporated performing the work under this Contract and its executor, successors, administrators and assignees.
 - (j) "**Contractor's items**" means the equipment, materials and services, which are to be provided by Contractor or to be provided by Company at the expense of the Contractor, which are listed herein under Scope of Work/Terms of Reference/Technical Specifications;
 - (k) "**Contractor's Personnel**" means the personnel to be engaged by the Contractor from time to time to provide services as per the contract;

- (l) **“Day”** means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs;
 - (m) **“Operating Months”** for seismic survey in this part of India generally means the period from November to May as monsoon break prevails from June to October.
 - (n) **“Party”** shall mean either the Company or Contractor as the context so permits and, as expressed in the plural, shall mean the Company and Contractor collectively;
 - (o) **“Site”** means the land and other places, on/under/in or through which the works are to be executed by the Contractor;
 - (p) **“Gross Negligence”** means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
 - (q) **“Willful Misconduct”** shall mean intentional disregard of good and prudent standards of performance or proper conduct under the contract with knowledge that it is likely result in any injury to any person or persons or loss or damage of property.
- 1.2 **Singular/Plural Words:** Save where the context otherwise requires, words imparting singular number shall include the plural and vice-versa and words imparting neutral gender shall include feminine or masculine gender and vice-versa.

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

- 2.1 **EFFECTIVE DATE:** The contract shall become effective as on the Date COMPANY notifies Contractor in writing (through Letter of Award/Intent) that it has been awarded the contract. Such date of notification of award of Contract will be the **Effective Date** of the Contract.
- 2.2 **MOBILISATION TIME:** The mobilization of equipment, personnel and other resources as required for execution of this contract should be completed by the Contractor within **Ninety (90) days from the date** of issue of Letter of Award (LOA) by Company. Mobilization shall be deemed to be completed when Contractor’s equipment and manpower (minimum three sets of field crews) are placed at the designated locations in readiness to commence the assigned survey jobs as envisaged under the Contract, after all equipment are fully tested, calibrated & put into operation, necessary experimental work is conducted as specified in the scope of work and the first regular production shot is taken by each crew & accepted by the Company.
- 2.3 **COMMENCEMENT DATE:** The date on which the mobilization as above is completed in all respect shall be treated as the **date of commencement** of Contract.

2.4 **DURATION OF CONTRACT:** The duration of Contract, to be reckoned from the commencement date, shall be for a period of Twenty Three (23) months or in other words, **Twenty Six (26) Months from the date of issue of letter of award (LOA)** by Company considering mobilisation period of 90 days. However, in view of the strict completion schedule and annual targets desired by the MoP&NG, early mobilisation and early completion of the Project shall be highly appreciated.

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

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

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

3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for successful and timely completion of the work.

3.4 Contractor shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of Contractor's obligations under the contract.

4.0 GENERAL OBLIGATIONS OF THE COMPANY: Company shall, in accordance with and subject to the terms and conditions of this contract:

4.1 Pay Contractor in accordance with terms and conditions of the contract.

4.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

4.3 Perform all other obligations required of Company by the terms of the contract.

5.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:

5.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel appropriate to perform the assigned work correctly and efficiently and shall ensure that such personnel will observe all statutory & safety requirements, applicable by law of the land or otherwise. Upon Company's written request, the Contractor, entirely at their own expense, shall remove immediately from assignment to the work; any personnel of the Contractor determined by the Company to be not suitable/undesirable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.

- 5.2 The Contractor shall be solely responsible throughout the period of this contract for providing all requirements of their personnel including but not limited to transportation to & fro Duliajan/field site, en-route/local boarding, lodging, medical attention, leave/off, remuneration, wages etc. as may be applicable from time to time. Company shall have no liability or responsibility in this regard.
- 5.3 Contractor's key personnel shall be proficient in English language (both writing and speaking).

6.0 WARRANTY AND REMEDY OF DEFECTS:

- 6.1 Contractor warrants that they shall perform the work in a first-class workmanlike professional manner in accordance with the highest degree of quality, efficiency, current state-of-the-art technology/oil field practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference/Scope of Work, as well as in consistence with the instructions & guidance which Company may furnish to the Contractor from time to time.
- 6.2 Should Company discover at any time during the tenure of the Contract or within one year after completion of the operations that the Work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company. All information obtained by Contractor in the conduct of operations and the information/maps provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to 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 Except as otherwise provided elsewhere in this contract, Tax leviable as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived and payments received under this contract shall be on Contractor's account.
- 8.2 Contractor shall be responsible for payment of personal taxes, if any, for all their personnel deployed in India.
- 8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under this contract for submitting the same to the Tax authorities, on specific request from them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 8.4 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 8.5 Tax clearance certificate for personnel and corporate taxes shall be obtained by the Contractor from the appropriate Indian Tax authorities as applicable.
- 8.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time.
- 8.7 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.
- 8.8 All local taxes, levies and duties, sales tax, octroi, state entry tax etc. on purchases and sales made by Contractor shall be borne by the Contractor.
- 8.9 **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.

8.10 **Customs Duty:** The Services to be executed under this Contract pertains to non-eligible areas and hence concessional/nil rate of customs duty shall not be applicable for import of goods & services against this contract. Therefore, Bidders must quote their rates inclusive of Customs Duty as applicable on merit. Clearance through Indian Customs and payment of duties and other levies shall be solely on Contractor's account.

9.0 **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.

10.0 **JURISDICTION AND APPLICABLE LAW:**

10.1 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.

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

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

11.0 **INSURANCE:**

11.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its sub-contractor during the currency of the contract.

11.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.

- b) Employer's Liability Insurance as required by law in the country of origin of employee.
 - c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.
 - d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
 - e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
 - f) Public Liability Insurance as required under Public Liability Insurance Act 1991.
- 11.3 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.
- 11.4 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 11.5 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 11.6 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.
- 11.7 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.
- 11.8 All insurance taken out by Contractor or his sub-Contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.

12.0 CHANGES:

- 12.1 During the performance of the work, Company may make a change in the work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order (Change Order) by the Company.

- 12.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section-IV). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 15.0 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.

13.0 FORCE MAJEURE:

- 13.1 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.
- 13.2 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.
- 13.3 Should force majeure condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the "Force Majeure Day Rate" shall apply for the first thirty (30) days. Either party will have the right to terminate the contract if such force majeure condition continues beyond successive thirty (30) days with prior written notice. Should neither party decide to terminate the contract even under such condition, no payment would apply after expiry of thirty (30) days period unless otherwise agreed to. Time for performance of the relative obligation suspended by the "Force Majeure" shall then stand extended by the period for which such cause lasts.

14.0 TERMINATION:

- 14.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or extension, if any, thereof.
- 14.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 13.0 above.

- 14.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor at any time during the term of this Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate this Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.
- 14.4 **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 dissatisfaction. The Company shall have the option to terminate this Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company,
- 14.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and/or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.
- 14.6 If at any time during the term of this Contract, breakdown of Contractor's equipment or non-availability of 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 without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.
- 14.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by Company on giving thirty (30) days written notice to the Contractor due to any other reason not covered under the above clause from 14.1 to 14.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract upto the date of termination.
- 14.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period upto the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.
- 14.9 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 14.10 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.
- 14.11 Demobilisation Charges in the event of termination under clause 14.3, 14.4, 14.5 and 14.6 will not be payable. Further, demobilisation charges will not be payable under clause 14.7, if termination is due to Contractor's default.

15.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

- 15.1 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 (OEC), 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.
- 15.2 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.
- 15.3 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.
- 15.4 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.

16.0 NOTICES:

- 16.1 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

CONTRACTOR

(a) For Contract related communication

HEAD-NEF
OIL INDIA LIMITED
NEF Project, Duliajan
Dist: Dibrugarh – 786602
Assam (India)
Fax No. 0374-2801799
E-mail: nef@oilindia.in

(b) For Operations, Reports & Payments

GM (Geo-Services)
OIL INDIA LIMITED
Duliajan -786602
Dist: Dibrugarh
ASSAM
Fax No.: 0374-2807454
E-mail:basha2006@gmail.com

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

17.0 SUBCONTRACTING/ASSIGNMENT:

- 17.1 Contractor shall not subcontract, transfer or assign the Contract or any part thereof to any third party (ies) except with Company's prior approval. However, Contractor shall be fully responsible and liable to Company for complete execution in time and quality performance of the services under the Contract.
- 17.2 Contractor's request, if any, to engage sub-contractor with respect to hiring of labourers, vehicles, housekeeping services etc. shall not be unreasonably withheld by Company. However, the Company will have the right to accept or reject any such subcontractor so selected. It will be the Contractor's responsibility to take written consent from the Company regarding such subcontracting prior to commencement of work.

18.0 LIQUIDATED DAMAGES & PENALTY:

- 18.1 **LD for Default in timely commencement:** Time is the essence of this Contract. In the event of default on the part of successful Bidder in timely mobilizing its resources (**minimum three field crews**) at site to commence the work after necessary experimental works within the stipulated period of Ninety (90) days from the date of issue of LOA, the Contractor shall be liable to pay liquidated damages (LD). The rate of LD as applicable in this case shall be @ 0.5 % (half percent) of the total evaluated contract value for the 1st year including mobilisation charges, for delay per week or part thereof, subject to maximum of 7.5% (seven & half percent). Liquidated Damages will be reckoned from the date after expiry of Ninety (90) days from the date of issue of LOA by Company.
- 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 **Penalty for Default in timely completion:** In the event of default on the part of the Contractor to complete the entire assigned job of 2360 LKM 2D Seismic Data Acquisition in twenty three (23) months from the date of commencement (i.e., completion of mobilisation), the Contractor must complete the remaining/unfinished volume of work within shortest possible extra time with a **penalty of 10%** (ten percent) on the per LKM Rate. The penalty will be levied only on the unfinished volume of work which the Contractor could not complete within the agreed time frame of 23 months after mobilisation.
- 18.4 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure by the successful bidder to submit PBG or commence/complete the assigned jobs under the contract within the stipulated period and also take other actions as may be considered appropriate.

19.0 PERFORMANCE: The Contractor shall undertake to perform all services under this contract with reasonable skill and due diligence & care in accordance with sound industry practice to the satisfaction of Company and accept full responsibility for the satisfactory quality and timely completion of such services. Any defect, deficiencies and ambiguity noticed in the Contractor's services shall be promptly remedied by the Contractor, without any extra cost to Company, within a maximum of fifteen (15) days from the date of notice issued by Company advising to improve their performance, failing which the contract may be terminated.

20.0 PERFORMANCE SECURITY / PERFORMANCE BANK GUARANTEE:

20.1 The Contractor shall furnish a performance security (Bank Guarantee/Bond/Letter of Credit/DemandDraft) equivalent to 7.5% (seven and half percent) of one (1) year contract value to Company. The performance security shall be kept valid for six (6) 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.

20.2 In the event, Contractor fails to honour any of the commitments entered into under this contract or in the event of termination of the contract under provisions of Integrity Pact and/or in respect of any amount due from the Contractor to Company, the Company shall have unconditional option under the guarantee to invoke the performance security and claim the amount from Bank. The bank shall be obliged to pay the amount to the Company on demand.

21.0 PAYMENT & MANNER OF PAYMENT, INVOICES:

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

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

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

21.4 The Contractor shall furnish the following documents alongwith their **first invoice** under this contract:

- (a) Copy of valid Registration Certificate under Service Tax Rule (if applicable).
- (b) Bank particulars as required for making payment through Electronics Mode.

- (c) Tax Invoice as per relevant Service Tax Rules clearly indicating Service Tax Registration Number (if applicable), Service Classification, Rate & Amount of Service Tax.
- (d) Certificate of acceptance of Mobilisation issued by Company representative.
- (e) Copy of PAN Card issued by Indian Income Tax Authority (if applicable).

21.5 The Contractor shall furnish the following documents alongwith their all subsequent **periodical/monthly invoices** under this contract.

- (a) Tax Invoice with proof of payment of Service Tax to appropriate authorities for the previous invoice (if applicable).
- (b) Details of statutory payments like EPF, ESI etc. (if applicable).
- (c) Undertaking by Contractor regarding compliance of all statutes.
- (d) Certificate by Contractor stating that the labours have been paid not less than minimum wages as applicable.

21.6 Contractor shall raise invoice for one time lump-sum mobilization charges when all the field crews are ready at their respective sites, the first regular production shot is taken by each set of crew & the same are accepted by Company and completion of mobilisation is duly certified by Company's representative for continuation of job execution under the contract.

21.7 The Contractor shall raise monthly invoices for the following:

- (a) Data acquired against seismic profiles which are completed in all aspects (i.e. including all necessary topographic survey data, observer report etc.) and that has been handed over to the Company at Duliajan during the month. If a seismic profile is not completed in a single calendar month, in such case, LKM equivalent to Number of good/acceptable shots taken in the completed part of the seismic profile will be considered for payment, provided all the data alongwith ancillary information are handed over to Company.
- (b) Processed & Interpreted LVL Survey data submitted during the month.
- (c) Processed & Interpreted Up-Hole Survey data submitted during the month.
- (d) Reference points fixed using DGPS during the month and submitted along with the processed data & report.
- (e) Cost of the Explosive & Detonators actually consumed during the month.

21.8 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company, excepting for the first two (2) monthly invoices where some delay (upto 45 days) may occur.

21.9 The Contractor shall raise invoice for payment of one time lump-sum Demobilization Charges, as applicable, upon clearance of all their resources from site and making the site free from all debris/encumbrances. The following documents must also be submitted alongwith the invoice for demobilization charges.

- (a) Undertaking towards settlement of compensation for damage/loss to crop & property etc. in line with clause No. 16.0 in Section-III, PART-3.
- (b) Tax clearance certificate from Income Tax Department regarding clearance of dues toward Contractor's tax liabilities, their sub-contractor tax liabilities and towards tax liabilities of their expatriate persons or the other employees.
- (c) Proof of completion of re-export formalities, if any, and any other documents as may be called for by Company in terms of Indian Laws.

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

21.11 The Company shall within 30 days of receipt of the invoice notify Contractor of any item under dispute, specifying the reason there of, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in para 21.10 above.

21.12 Acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.

21.13 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based upto two (2) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection

22.0 RATE OF PAYMENT: Company shall make the payments to the Contractor as per the quoted rates as referred to in PROFORMA-B and in Section-IV of PART-3.

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

- (a) For non-completion of jobs assigned as per Section-II of PART-3.
- (b) Contractor's indebtedness arising out of execution of this contract.
- (c) Defective work not remedied by Contractor.
- (d) Claims by sub-contractor of Contractor or other field or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- (e) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings withheld from wages etc.

- (f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- (g) Damage to another Contractor of Company.
- (h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- (i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of the contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness. When all the above grounds for with-holding payments shall be removed payment shall thereafter be made for amounts so withheld. With-holding will also be effected on account of the following:-
 - i) Order issued by a Court of Law in India.
 - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
 - iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
 - iv) Any payment due from Contractor in respect of unauthorized imports.

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

25.0 LIABILITY:

- 25.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 25.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting therefrom.

- 25.3 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.
- 25.4 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.
- 25.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 25.6 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.
- 25.7 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.
- 25.8 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.
- 26.0 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.

27.0 LIMITATION OF LIABILITY:

Notwithstanding any other provisions, except only in cases of willful misconduct and/or criminal acts;

- (a) Neither the Contractor nor the Company shall be liable to the other, whether in contract, in tort or otherwise, for any consequential loss or damage, loss of use, loss of production or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages and Penalty as referred in para 18.0 above.
- (b) Notwithstanding any other provisions incorporated elsewhere in this contract, the aggregate liability of the Contractor, whether under contract, in tort or otherwise, shall not exceed 50% of the contract price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to intellectual property rights.
- (c) Company shall indemnify and keep indemnified the Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of sub-para (b) above.

28.0 INDEMNITY AGREEMENT:

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

29.0 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.

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 MISCELLANEOUS PROVISIONS:

- 31.1 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.
- 31.2 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.
- 31.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.
- 31.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.

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

33.0 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.

34.0 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.

- 35.0 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.
- 36.0 INTEGRITY PACT:** The integrity pact, duly signed by the authorized representatives of Company and the Contractor, will form part of this Contract.
- 37.0 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.
- 38.0 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.
- 39.0 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.
- 40.0** 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)

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PART- 3

SECTION - II

SCOPE OF WORK / TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS

1.0 INTRODUCTION / PREAMBLE:

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

2.0 SCOPE OF WORK:

2.1 Oil India Limited (OIL), a Govt. of India Enterprise, presently engaged in exploration, drilling, production and transportation of hydrocarbons, **proposes to acquire approximately 2360 LKM of regional wide spaced 2D Seismic Data in the un-appraised areas of Assam-Arakan Sedimentary Basin, North-East India covering parts of Assam & Arunachal Pradesh** by hiring the services of an internationally reputed and competent Contractor/Service Provider having requisite infrastructure and relevant experience in different parts of the world of carrying out 2D Seismic Data Acquisition. Most of the area of operations falls in Assam. However, a few seismic lines will enter into Arunachal Pradesh near foot hills across the state boundary of Assam & Arunachal Pradesh. The area of operations consists:

- ✓ Hilly/Foothills Region with undulating topography,
- ✓ Logistically Difficult Areas having near surface pebbles,
- ✓ Boulder bed areas,
- ✓ Alluvium covered Foreland part,
- ✓ Close to river catchment areas,
- ✓ Areas with moderate to high vegetation cover and inaccessibility in few parts.

The successful bidder shall deploy sufficient number of seismic crews, mobilize fit for purpose requisite technical resources alongwith experienced manpower & adopt terrain specific appropriate technology to meet the objective of the survey and complete the work strictly within the agreed timeframe taking into account the yearly targets as indicated in **APPENDIX-I** of Section-II under PART-3. The Contractor shall ensure that seismic data acquisition work starts simultaneously by all the seismic crews planned to be deployed in the area of operations to meet the targets/time line of the Project. The Contractor shall use mixed source or any specialized type of explosives, mixed receiver, fit for purpose terrain specific shot hole drilling technology/ methodology/ rigs and project specific requisite technical resources alongwith experienced manpower to meet desired data quality in order to meet project objective.

2.2 Company expects the Contractor to meet the following requirements:

- (a) Acquisition of about 2360 LKM of 2D seismic data from above area within the scheduled timeframe.

- (b) Meeting data quality as per international standards,
- (c) Deployment of 24-bit state of the art seismic data acquisition system,
- (d) Contractor's global & sufficient experience of working using its own infrastructure & expertise,
- (e) Contractor's financial strength,
- (f) Maintaining highest HSE as per International Standards in field operations, (Contractor shall submit their HSE policy alongwith the Technical Bid)
- (g) Environmental issues,
- (h) Time Frame,
- (i) Turn Key Contract,
- (j) The volume may vary up to **±25 %** of the proposed work quantum in same or similar areas,
- (k) Contractor shall **submit a detailed project execution plan** incorporating resource/skill involvement proposed to be used along with the technical bid. The schedule of activities showing the time frame for completion of the project has to be submitted in the form of a **Bar Chart**.

- 2.3 Company shall check the quality, monitor the progress and accept the data as per the set standards. The main objective of the survey is to acquire high quality regional seismic data for appraisal of these Un-appraised areas.
- 2.4 Under this agreement, the Contractor is required to acquire about **2360 LKM** of high quality 2D seismic data in the area by deploying the latest state-of-art 24 bit Seismic Data Acquisition system (cable or cable less) with compatible accessories (Cables, nodes, Geophones suitable to logistics and terrains), appropriate energy sources (Dynamite or equivalent with suitable detonators etc.). In view of expected surface, near surface and subsurface complexity and presence of surface / near surface pebbles/boulder beds which may require fit for purpose terrain specific shot hole drilling technology/ methodology/ rigs as deemed fit by the bidder for shot hole drilling having capabilities to drill to the depth specified in **Shot hole Drilling Matrix (APPENDIX-III** of Section-II under PART-3).
- 2.5 Contractor shall be required to provide accurate model-validated source and receiver statics information, along each profile and regional map for entire area by carrying out regular Uphole/LVL surveys at spacing mentioned in Para 8.2.8 below.
- 2.6 Company reserves the option to **increase / decrease** the quantum of work up to a maximum of **±25%** either in the areas mentioned above or in neighbouring areas of similar terrain conditions on mutually agreed rates which should not be higher than the original Contract rates, should not be higher than the original Contract rates, but on same terms & conditions and proportionate time **extension/ reduction** thereof.
- 2.7 The Contractor shall acquire a total of **2360 LKM** of 2D seismic data within the agreed time frame in consonance with the yearly target mentioned **APPENDIX-I** herein. Minimum of three (3) seismic crews must be deployed in the area of operations at all times under this contract.

3.0 GEOLOGY OF THE AREA:

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

4.0 OBJECTIVE OF THE SURVEY:

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

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

5.0 LOCATION & LOGISTICS OF THE BLOCK:

- 5.1 A map showing the location of the survey area is enclosed as **ANNEXURE-III** under **PART-4**.

- 5.2 Details of line coordinates are given in **ANNEXURE-IV** under **PART-4**.

5.2.1 Topography:

- (a) Predominantly, the area of operation is located in North Bank of the river Brahmaputra, from the Tezpur district in East to Barpeta district in West apart from Nagaon and Goalpara in South Bank of the river Brahmaputra.

- (b) Most of the area is alluvium covered foreland part with some areas falling in the foothills part close to Assam-Arunachal State boundary.
- (c) The majority of the area comprises of paddy fields, small villages and small townships in the foreland part. The foothills and hilly areas are mostly towards the state boundary of Assam & Arunachal Pradesh in the Northern side of the operational area.
- (d) The area is covered by thick tropical forests, shallow river channels/ riverine sands, rocky/hilly terrain with steep slopes & cliffs.
- (e) The areas in and around forests hosts a variety of vegetation with thick undergrowth.
- (f) The forest-covered areas are unapproachable by motorable roads throughout the year. Proposed seismic lines may traverse through these thick forests, marshy lands, uneven/rugged topography, frequent water logged and surface/near surface pebbles and boulder bed covered areas.
- (g) Surface elevations in the areas of operation are in the range of 20mts - 1000 mts as the profiles run across starting from foreland part to foothills part with undulating topography.
- (h) The operational area shares the international boundary with Bhutan and Bangladesh in the northern side and towards Goalpara respectively.

5.2.2 **Communication:**

- (a) Guwahati, Dibrugarh, Lilabari and Jorhat airports are the nearest airports in the vicinity to the area.
- (b) The area is well connected by NH-31, NH-31B, NH-37, NH-37A, NH-52A & NH-152.
- (c) Provisions of Ferry Service for crossing of River Brahmaputra are available connecting South Bank areas of Dibrugarh, Sibsagar and Jorhat to North Bank areas of Siemen Chapori, Dhakuakhana and Majuli respectively.
- (d) There is a road bridge available over river Brahmaputra between Jaklabandha in South Bank and Tezpur in North Bank.
- (e) Area has railway connectivity through Guwahati-Dibrugarh line in South Bank of River Brahmaputra but limited connectivity is there in the North Bank areas.

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

6.0 CONTRACT PERIOD, MOBILIZATION & PROJECT COMPLETION SCHEDULE:

6.1 CONTRACT PERIOD:

- 6.1.1 The entire 2D Seismic Data Acquisition work under this contract must be completed by the Contractor within twenty three (23) months from the date of completion of mobilisation (i.e., the date of commencement) as per terms hereof. While performing the survey under this contract, Contractor must deploy minimum of three field crews and put all possible efforts to adhere to the annual schedule/target as mentioned in **APPENDIX-I** herein. The survey work shall remain suspended during the entire monsoon break due to incessant rain in the area. **Normally, the operating months in this area are from November to May and monsoon break is generally from June to October of a calendar year.** The operating period excludes experimental work days, mobilization/demobilization period, bad weather days due to extreme climatic conditions, camp shift period of seven (7) days per shifting (if any) per crew, stand-by days with the crew for the reasons beyond the control of the Contractor and force majeure period, if any. The operating period is inclusive of production days lost due to equipment failure or for any other reason attributable solely to the Contractor as to be determined by the Company representative(s).
- 6.1.2 Contractor shall also complete the Up-hole survey, LVL Survey and fixing of DGPS Pillars within this contract period.
- 6.1.3 The work standard and Quality control norms stipulated in this Section shall be applicable for the purpose of acceptance.

Note: The targets specified in APPENDIX-I are for Financial Years i.e. 1st April of a calendar year to 31st March of next calendar year as per Government of India's stipulation.

6.2 MOBILISATION:

- 6.2.1 The Contractor is required to provide the schedule days of mobilization, not exceeding 90 days from issue of LOA by Company, of crews and equipment alongwith the TECHNICAL BID in such a way that the jobs are completed as per annual target desired by Govt. of India. Before commencement of the mobilization of equipment and crews, the Contractor is required to ensure that all expatriates engaged for the work have been duly cleared by the appropriate ministries viz; Ministry of Home Affairs (MoHA), Ministry of Defence (MoD), Ministry of External Affairs (MEA), Govt. of India.
- 6.2.2 Company reserves the right before data acquisition to inspect and approve Contractor's equipment after it is completely assembled and ready for work at each Camp Site.
- 6.2.3 The mobilization is defined as the deployment of all seismic crews (minimum three) with the required equipment, personnel and completion of all required formalities, instrument tests etc. for full and proper execution of the survey work at the designated site.

- 6.2.4 Mobilization shall be deemed to be completed when all equipment of all the seismic crews are fully tested, calibrated and put into operation and necessary experimental work conducted and **first regular production shot** is taken by each crew deployed in the operational area and accepted by Company.

6.3 **DEMOBILISATION:**

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

7.0 **CAMP ESTABLISHMENT AND CAMP MAINTENANCE:**

- 7.1 Contractor shall establish suitable **base camps/fly camps** as required against each crew for housing their men-power and material including security personnel and licensed Explosive Magazines within the area of operations. Such camps must be established prior to mobilization & commencement of the survey and should be maintained as per the norms of the oil industry throughout the period of operations.
- 7.2 Contractor has to establish and maintain as many base camps as the number of field crew they deploy. However, a minimum of three (3) base camps must function at all the times throughout the contract execution in the area of operations to ensure efficiently and timely completion of the assigned volume of data acquisition.

8.0 **DETAIL DESCRIPTION OF WORK:**

8.1 **TOPOGRAPHIC SURVEY:**

- 8.1.1 Contractor is required to fix a total of **2000 satellite points/reference points** all over the areas mentioned above at the locations advised by Company using latest DGPS system. Contractor will take prior approval in writing for location of fixing Satellite Points/Reference Pillars in the area. The exact number of benchmarks /reference points will be mutually decided by Company and the Contractor.
- 8.1.2 Contractor will properly fix permanent pillars at every line crossings, road crossing, river crossing and important cultural features with details engraved on the pillars. All these must be validated based on above DGPS observations. The survey accuracy should be within 2 meters.
- 8.1.3 Contractor will carry out control survey and line survey operations using latest survey equipment such as DGPS, total stations, etc. with the accuracy within 1 meter from the planned lines. The survey tolerance has to be checked (based on simulated line diagram and digital data to be provided by the Contractor), agreed and approved by Company prior to commencement of shooting on each line. Any re-survey and re-pegging, if required, will be carried out by the Contractor at his own cost & responsibility.

8.1.4 Topography Survey Standards:

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

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

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

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

- (a) Satellite Points/Reference Pillars shall be of concrete (RCC structure) as per sketch and dimension with cement, sand and 1/4" stone chips in the ratio of 1:2:4 with 10mm M.S rod, 1/2" plastering with cement sand ratio of 1:4 and 1/8" net plastering, engraved on the top of the pillar as shown in the sketch furnished in **APPENDIX-II** (Section-II under PART-3).
- (b) The base of the pillar should be buried in the ground and the following inscription to be engraved on the pillar.

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

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

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

- 8.1.7 Contractor will submit a comprehensive report mentioning methodology of fixing Reference Points & Benchmarks, details of the Reference Points & Benchmarks, including sketch and the co-ordinates in the different systems as desired by the Company.
- 8.1.8 **Post Plots:** The Contractor shall process the survey data and provide post plots of topographic survey data at no extra cost to Company, as per industry practice in three different scales as agreed mutually, with scheme of lines
- 8.1.9 All topographic survey data shall be delivered to Company in triplicate in SPS format on a DVD & Portable HDD.
- 8.1.10 **Elevation:** The Contractor shall provide elevation of every receiver group and shot point with respect to MSL/datum.
- 8.2 **SEISMIC SURVEY:**
- 8.2.1 **ACQUISITION PARAMETERS:** Company's requirement is continuous data coverage along each profile with best possible symmetric sampling of offsets as per the following parameters:

No. of Active Channels /shot	:	600
Type of Shooting	:	Symmetric Split Spread
Group Interval	:	20 mts
Shot Interval	:	60 mts
Minimum Offset	:	10 mts
Maximum Offset	:	6000 mts
Offset Distribution	:	Uniform
Record length	:	8 Sec
Sampling interval	:	2 ms
Shot Hole Depth	:	~ 20 m, however the final shot hole depth to be adopted shall be decided after the necessary experimental work in the field.
S/N ratio	:	High, Min.120 dB dynamic range, with 24-bit Delta-Sigma recording technology and suitable noise. Shaping filter etc. to match the best record in the area.
Data Format	:	SEG-D/SEG-Y Demultiplex format in 'SEG' normal polarity.

Note:

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

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

- a) Adequate energy to image target horizons.
- b) Proper source coupling.
- c) In case of explosive sources, shot hole depth has to be maintained as per Shot hole Drilling Matrix furnished herein vide **APPENDIX-III** (Section-II under PART-3).
- d) The quantity of explosive per shot/shot hole will be decided through field experiments.
- e) The quantity of explosives to be used per shot hole, depth & type of shot hole, drilling requirement in respective areas will be finalized in consultation with Company's onsite representative and the same will be binding on the Contractor.

8.2.3 **EXPLOSIVES AND DETONATORS:**

- (a) Contractor shall arrange to procure, store and transport requisite quantity of explosives and detonators at their risk, cost and responsibility. The Contractor shall use Explosive and Detonators as per the specifications mentioned in **APPENDIX-IV** herein (Section-II under PART-3).
- (b) The Contractor shall arrange at their own cost the necessary permits to store and transport explosives and detonators **including security during storage, operation time and transportation.**
- (c) Contractor shall be responsible for handling, loading and blasting of shots holes by engaging authorized licensed personnel and for maintaining records of explosives and detonators. Company's on-site representative(s) shall periodically verify the stock physically. Contractor shall arrange for Police verification for all the persons engaged in handling of explosives and detonators.
- (d) Contractor shall be responsible for safety and security of explosive and detonators under their custody. Contractor shall submit daily online consumption/usage of explosives to Petroleum and Explosives Safety Organization (PESO) and duly signed quarterly statements of consumption etc. as per PESO guidelines.
- (e) All rules regarding use, transportation and storage of explosives and detonators shall be observed by the Contractor. Company shall in no way be responsible for violation of any rules whatsoever by the Contractor.
- (f) The Contractor shall quote for unit price per Kg of explosives on all inclusive FOR destination (working site) basis, considering the minimum consumption of 2,00,000 Kgs (Two Lakh Kilograms) of explosives for the entire Project. Charge size will be fixed after experimental shooting for different areas.
- (g) In the case of additional usage of explosive due to operational requirement and certified by on-site Company representative, the same will be compensated as per actual based on supporting documentation provided with monthly invoice.

- (h) The payment against consumption of explosives and detonators will be done as per actual monthly consumptions. The Contractor has to enclose the Explosive/ Detonator return statement (as per PESO guidelines) along with monthly invoice (s).
- (i) Contractor shall make necessary security arrangements to guard the loaded shot holes till they are blasted.

8.2.4 **SHOT HOLE DRILLING MATRIX:**

- (a) Average estimated Optimum depth has been provided in Shot hole Drilling Matrix (Ref. **APPENDIX-III** in Section-II under PART-3).
- (b) In the hilly terrain, if required, pop shots may be taken in place of single hole. Each of such pop shot (2 mts apart) will require minimum five shot holes of depth of about 3 mtrs each. All individual holes will be shot and recorded separately and will be stacked to provide a single shot record. However, pop shots will be permitted by Company only after experimental work on comparable data quality with single holes of desired depth or pattern holes as per Shot Hole Drilling Matrix.
- (c) However, single shot holes of optimum depth as decided by the results of Up-hole survey shall be used for regular data acquisition.
- (d) Different drilling solutions will be required for different areas like rotary manual drilling with mechanized pump, mechanized rotary drilling or pneumatic drilling apart from manual drilling.
- (e) **Source Positioning:**
 - (i) Source positions shall be as close to staked locations as possible.
 - (ii) Deviations of more than 1m along the line or half the group interval perpendicular to the line will be noted in the logs and shall be re-surveyed.
 - (iii) Each source position will be placed so as to minimize damage to the surface, subsurface aquifers, and to any structures or buildings.
- (f) The Contractor is advised for a thorough reconnaissance of the terrain to get himself fully acquainted with details of surface topographic features, local geology/subsurface formations, accessibility/approach/ slope & terrain conditions and type of drilling equipment required/ location of compressors in inaccessible areas.
- (g) The proposed profiles are extending through river catchment area, alluvial covered plain lands to foothills/ hills and undulating topography. Some of these areas have near surface pebbles and boulder bed causing difficulty in drillings shot holes of desired depth. In such extreme cases bidder may have to use casing while drilling or requisite use of chemicals to prevent shot hole collapsing or any suitable shot hole drilling technology.
- (h) Contractor shall take all appropriate measures to ensure the stability of shot holes till they are loaded to the required optimum depth, at no extra cost to Company.

- (i) Blasted shot holes and pits shall be filled with earth immediately after firing of shots. No additional payment shall be made to Contractor for filling the blasted holes.
- (j) The shot hole depth shall be decided by the results of up-hole surveys/ LVL and depth optimization experiments. Source depth shall be fixed in consultation with Company's representatives.
- (k) The depth to which the bottom of explosive is lowered will be considered as depth of shot hole. Measurement of depth by drilling rods / tamping rods or by any other means shall not be considered final unless the explosive is lowered to the depth asked for. The depth measurement are to be made by the authorized representative of the Contractor in the presence of the authorized representative of Company and only the depth measured and verified by Company's representatives will be considered final.
- (l) After lowering the charge up to the bottom of shot hole the proper tamping of charge should be done for better transmission of shot energy to the earth medium.

8.2.5 **RECEIVERS:**

- (a) The Contractor shall deploy suitable receiver types (Land/ marshy Geophones/digital sensors/hydrophones (for water-covered areas) or nodes keeping with the logistics of the area based on their experience in consultation with Company.
- (b) Contractor should use Geophones/ digital sensors/ hydrophones which must be industry standard. In case of analogue geophones, Contractor should use LOW DISTORTION and HIGH PERFORMANCE geophones with natural frequency of 10 Hz. (viz; SM24/SG-10 or equivalent or better). The response of geophones/ digital sensors/ hydrophones should be as per specification of OEM.
- (c) The Geophones/ digital sensors/ hydrophones must be fully compatible with seismic data acquisition system along with interface/telemetry cables/ground station units in case of cable less equipment. No. of geophones per station must be 12 (twelve) having industry standard spike length. In case of Analog Geophone, the configuration must be: 6 x 2 [(6 in Series and two (2) such series in parallel)]. It is necessary to bury the geophones below the ground level to minimize noise. The Contractor has to provide the exact number of geophones/group on the basis of experimental survey.
- (d) In regard to receiver type, sensitivity & array, Contractor must maintain followings to the satisfaction of Company.
 - (i) All the receivers must be compatible to 24-bit recording for high bandwidth signal, which is necessary to resolve the thin reservoirs.
 - (ii) Proper receiver coupling (tightly planted or buried geophones).
 - (iii) Array of receivers will be decided after field tests & noise analysis for recording data with high S/N ratio up to the satisfaction of the Company.
 - (iv) **Polarity:** SEG Normal Polarity.

- (v) **Tests:** Geophone/ digital sensors/hydrophones /nodes tests shall be conducted daily for polarity, phase, damping, natural frequency and sensitivity, leakage etc., and the report shall be submitted. Electrical continuity and tap tests shall be conducted monthly or as desired by Company. Faulty geophones and geophones with characteristics outside manufacturer's specifications shall be replaced immediately.
- (vi) **Array Locations:** Geophone/ digital sensors/hydrophones /nodes positions shall be as close to the staked locations as possible. In case of any Deviations of more than 1m along the line or 5m perpendicular to the line will be noted in the logs and shall be re-surveyed.
- (vii) **Geophone/Node Plantation:**
 - Each geophone/node/digital sensors/hydrophones shall be planted firmly in pits (5-10 inches) to achieve good coupling with the earth and proper vertical positioning. Artificially filled earth / vegetation etc. shall be avoided as far as possible.
 - Geophones/nodes/digital sensors shall be planted at proper position (as close to the staked position as feasible). Plantation near trees, power lines, houses etc. shall be such that the ambient and cultural noise is at minimum level.
 - No geophone/node/digital sensors shall be planted on bund (artificially elevated portion around cultivated land) unless and until it is unavoidable. Such decision shall only be taken in consultation with Company representative.

8.2.6 **CABLES:**

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

8.2.7 **RECORDING EQUIPMENTS:**

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

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

- (a) Contractor will seek prior approval from the Company for the LVL/UP-HOLE plan/grid.
- (b) Contractor is required to provide accurate and model validated source, receiver statics along each profile and for the entire area by carrying out LVL/Uphole survey at pre-approved locations in consultation with Company.
- (c) Contractor is required to carry out LVL/Uphole survey at:
 - (i) **1.0 Km interval in the highly undulating terrain**
 - (ii) **2.0 Km interval at the normal and flat terrain**

- (d) Contractors must Process & Interpret LVL and Up-hole data (in graphic and tabulated form) and compute the field statics.
- (e) The Contractor must also use the first-break information along with near-hole uphole recording.
- (f) The depth of Uphole survey should be minimum of 40 mtrs. However for terrain specific cases the same will be finalized with consultation with Company representative.
- (g) In case a line crossing falls within 1 Km of an Uphole point, the Uphole survey will be carried out at the line crossing instead.
- (h) The results of the Up-hole surveys (in graphic and tabulated form) shall be submitted to Company representatives stationed at site, minimum two days before the shooting of the line to determine the optimum Shot Hole depth.
- (i) The detailed model and model validated statics corrections for the entire area under operation must be provided to Company in UKOOA & ASCII Format on cartridge/suitable media as well as in hard copies with the recorded data cartridges.
- (j) In case, line crossing falls in water/marsh, the Uphole shall be taken at the nearest shot point on the land or as desired by Company.
- (k) The Uphole interval may be mutually changed by Company and Contractor depending on the requirements.
- (l) The statics data has to be provided in CD as well as on hard copies in user defined format containing line number, shot/receiver number, shot/receiver co-ordinates and the statics corrections and other relevant information.
- (m) Wherever the adequate depth for the Uphole survey is difficult to achieve, the Contractor shall carry out shallow refraction or LVL survey at pre-approved locations along the planned seismic lines in consultation with Company.
- (n) The Uphole/LVL survey should be planned ahead of shooting so that the same should be available for quality control during recording.
- (o) The Company reserves the right to modify the grid of up-hole/LVL surveys to be conducted in the area in case the technical requirement for the same is felt necessary by Company representative.

8.3. **QC PROCESSING SYSTEM:**

- 8.3.1. Contractor shall provide industry standard seismic data quality control system to monitor seismic coverage and overall seismic and positioning data quality. The system should have capability to generate coverage maps with user selectable offset ranges.

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

9.0 EQUIPMENT & PERSONNEL:

- 9.1 Contractor shall deploy latest state-of-the-art equipment, with compatible accessories to carry out the work under this contract. Contractor must mobilise the equipment as they quote against the Tender. They will not be subsequently permitted to change the make & model of equipment whatever they offer in their Bid, except for break-down.
- 9.2 Contractor shall arrange to mobilize all materials available indigenously not limited to items such as generators, bunkhouses, tents, office equipment etc. in addition to deploy sufficient number of mechanized shot hole rigs in order to maintain optimum progress to achieve project target within stipulated time.
- 9.3 Contractor shall carry, use and provide all required consumables e.g. cartridges, survey materials (pegs, paints), flexible wire, adhesive tapes, loading poles, recording paper & logs and chemicals, shot hole casings (if required), line communication systems, batteries etc. in brand new condition for completing the entire survey including the additional quantum of job, if any, under this contract.
- 9.4 Contractor shall engage and deploy well experienced & qualified personnel for carrying out various operations related to work under this contract. Personnel holding key posts or involved in decision making processes must have experience as per **ANNEXURE-II** (under PART-4) in carrying out similar jobs elsewhere with reputed organizations.
- 9.5 Contractor must submit detail bio-data of all key personnel to be deployed by them per crew for the entire period of the project alongwith the bid. Should Company find any of these personnel unsatisfactory/undesired during the job execution, Contractor must arrange for immediate suitable replacement of such personnel without interruption to operation. Should there be any change of personnel on request from Company for whatsoever reason; Contractor must obtain approval from Company before deploying the suitable replacement.

- 9.6 Contractor shall undertake to deploy all the unskilled labours required for this job from in and around the area of operation.
- 9.7 The equipment/key personnel to be engaged by the Contractor should be capable of maintain optimum recording/shooting progress.
- 9.8 **Communication Equipments & Licenses:** The Contractor shall be fully equipped for requisite numbers of communication device for field operation as well as communication with base camp. All the communication device sets deployed in field operation must have valid licensed frequency band for usage arranged by Contractor with administrative help of Company to obtain necessary approvals.

10.0 START OF WORK:

- 10.1 The Contractor must complete Mobilisation and commence work within Ninety (90) days from the date of issuance of LOA by Company.
- 10.2 Before commencement of work, Contractor must ensure that all personnel, equipment, accessories, spares and consumable etc. are fully mobilised at site as per the terms of Contract and are in complete readiness to start the operations. The Company has the right to check the mobilization of all equipment and personnel before commencement of work.

11.0 EXPERIMENTAL WORK:

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

12.0 QUALITY OF WORK & QUALITY CONTROL MEASURES:

- 12.1 Contractor shall install a full-fledged workshop to maintain/repair all requisite specialized vehicles, equipment and accessories such as cable tester, geophone analyzer, Battery charger, Generators, communication sets etc.
- 12.2 The Contractor will install a state of-the-art workstation with requisite hardware, latest software, accessories and consumables to carry out following QC tests with acceptable plotting facilities at field site:
- Survey processing & plot generation.
 - Planning of Seismic Survey
 - Analysis for Foldage, offset.
 - Uphole analysis and model based statics computation.
 - Monitor display and pre-processing for quality control.
 - S/N ratio analysis
 - On line Basic Field QC processing incorporating static solutions on site to check the quality of output for every line completed. These processing and Company's comment on data quality would be pre-requisite to start shooting of succeeding line.
- 12.3 Contractor shall carry out the services in a fully professional manner and the information acquired/produced by them shall be of the quality acceptable to the Company. Should the information acquired/produced be of a quality not acceptable to the Company, then the Contractor will undertake to re-perform that part of service causing dissatisfaction totally at his own expenses. Company's standard for performance shall be the one accepted by standard of the geophysical industry.
- 12.4 Company also reserves its right to inspect the Contractor's equipment at any time during operation. Any equipment found short/defective shall be arranged/replaced by the Contractor within shortest possible time but not greater than two weeks at his own cost, without disruption of the work assigned under the Contract. No extension will be granted in the time of Contract on these grounds. Any equipment found defective, unserviceable more than two times during the tenure of the Contract will be replaced by the Contractor forthwith at his own cost. The time for replacement will be no more than two weeks from date of the defect identified by the Company or the Contractor whichever is earlier. Company reserves the right to certifying the capabilities of personnel deployed by the Contractor and will submit in writing if the performance of any such personnel is not satisfactory. In such case the Contractor will arrange immediate replacement with no disruption to progress/quality of the Work.
- 12.5 The Contractor will make necessary arrangements for Monitor display and pre-processing for quality control of acquired data preferably on the same day. However in certain cases depending on field logistics and type of equipment arrangement for quality control of acquired data for roll over channels has to be made with a periodicity of two (2) days. In case more than 25% of acquired shots within the QC periodicity time span are found to be categorized as Bad Records, Contractor will be liable for re-shooting at their own cost.

12.6 PLAY BACK (MONITOR) RECORDS:

Play back records will be taken as required by Company's representative with displaying signals, from all seismic channels, shot instant, timing lines and up-hole time. All monitor records shall be annotated with line No., SP No., charge size, charge depth, up-hole time and date etc.

12.7 NOISE:

Controllable noise such as that due to movement of crew equipment and personnel and source generated noise shall be reduced as much as possible. Sufficient precautions shall be taken for ambient noise such as wind, natural earth vibrations, power line noise, traffic and industrial noise to be kept minimum.

12.8 DEFECTIVE TRACES:

A trace shall be considered defective under any one (or more) of the following conditions:

- (a) A trace is dead.
- (b) Controllable noise is more than 12 db above as exhibited w.r.t. the adjacent traces for a continuous period of one second during recording cycle.
- (c) The recording system/sensors do not meet the OEM's specifications
- (d) Its polarity is reversed.
- (e) Leakage worse than half mega ohm.

12.9 DATA GAPS:

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

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

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

Note:

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

12.11 **BAD RECORDS:**

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

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

13.0 DATA / CARTRIDGE LIABILITY:

Contractor shall be solely responsible for quality, loss or damage due to any reason including fire, theft etc. of any documents/cartridge and other important documents/floppies etc. pertaining to this contract while in his custody or control. In the event of such loss, the Contractor shall be responsible to redress/reshot the loss entirely at his own cost. However the decision on the modalities to reshot/redress such losses shall be entirely at the discretion of Company. The Contractor shall use original, high quality, high durability, error free 5 GB cartridges with zero write-skip error, zero read error and zero write error. Each and every cartridge is to be 100% tested to ensure error free performance at specified high recording density. The Contractor is free to keep an extra set of data recorded at its cost and disposal till the data is received at Company's selected site. However, such duplicate data must be damaged/erased with consent and in presence of Company representative. At no point of time/or condition the Contractor shall be allowed to take/keep the duplicate data with them or pass it to any other third party.

14.0 DELIVERABLES, REPORTS AND SCHEDULE OF PERFORMANCE:

- 14.1 Contractor shall maintain their equipment in perfect working condition and shall submit to Company Daily, Weekly and Monthly Reports of the performance of the equipment and the field status. Contractor shall have the facility and capability to provide their performance reports at the site. If Company Representative determines that the Work or equipment is not within Contractual specifications, Contractor shall suspend the operations until Company Representative is satisfied that the Work and equipment meets the required standards. No payment shall accrue to Contractor during the period in which work is suspended as aforesaid. He will carry out requisite tests as per the equipment manual and submit following report to Company:
- Daily equipment test report
 - Weekly test reports
 - Monthly test reports
- 14.2 Contractor shall submit a detailed report along with recorded seismic data, monitor records etc. on selection of the field parameters within four (4) days after completing experimental work. Contractor shall submit to Company a weekly report on data quality of the job undertaken during the week.
- 14.3 The Contractor shall have the facility to process, generate and provide performance report of the equipment at site. Contractor will provide monthly performance tests in cartridges for QC to be processed at Company's Processing centre. If, Company is not satisfied with the reports submitted and performance of the instruments, the Contractor shall suspend the operations and fix the performance of the equipment till the Company representative is fully satisfied with the performance of the equipment.
- 14.4 Regarding progress of the field work, Contractor shall compile all crew-wise data/information on daily, weekly & monthly basis and submit the undernoted reports to Company through e-mail for the entire project on or before 7 A.M of the following day.

i) Daily report consisting of:

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

ii) Weekly cumulative report consisting of:

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

Monthly cumulative report consisting of:

- Progress of survey (with line sketch) & recording (% achieved of total planned);
- LVL/ Uphole survey report with interpretation (% achieved of total planned);
- Quality Control reports and seismologist report;
- QC processing output section incorporating statics with used parameters;
- Intersection information with survey & statics mismatch if any;
- Number of permanent reference points/pillars fixed with detail coordinate, sketch with cultural information;
- Explosive and Detonator consumption/stock report and
- Explosive and Detonator consumption Return Statement as per PESO guideline
- Summary of data transmittal to Company;
- List of visitors;
- List of personnel, equipment available and working;
- Recommendations, if any.
- Maps showing the monthly & cumulative progress of the following :
 - Survey
 - Recording
 - LVL & Up-hole Survey
 - Fixing of Benchmarks
 - Summary of Health, Safety & Environment and Security issues, status, statistics and remedial actions taken.
- Report on Crew change
- Report on correspondence with district authorities
- Report on the consumption of the consumables
- Report on Import/Export of the material/consumables

- 14.5 Contractor will submit/deliver the recorded data alongwith all the relevant data as mentioned in **APPENDIX-V** hereunder in Section-II of PART-3 to the authorized Company's representative at Duliajan at the address mentioned below with no additional cost to Company:

HEAD GEOPHYSICS
GEOPHYSICS DEPARTMENT
OIL INDIA LIMITED
Duliajan -786602
Dist: Dibrugarh
ASSAM
Fax No.: 0374-2807454
E-mail:hgp@oilindia.in

- 14.6 **ANNUAL INTERIM ACQUISITION REPORT:** Contractor will submit four (4) hard copies and four (4) soft copies on CDs of crew wise Annual Interim Acquisition report covering the quantity of work completed within that particular Financial Year only by all the three (3) crews deployed in the area. Contractor will submit a draft copy of the report within fifteen (15) days of completion of financial year. The Final Report to be submitted within seven (7) days of receipt of the draft report incorporating Company's views/suggestions on the draft report. Report must include:

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

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

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

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

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

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

- Review of the geophysical objectives and success of the project in meeting the objectives
- Field experiment procedure and results

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

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

16.0 PROTECTION OF ENVIRONMENT:

- 16.1 In performance of the contract, the Contractor shall conduct the work with regard to concern with respect to protection of the environment and conservation of national resources. In furtherance of any laws, regulations and rules promulgated by the Government, the Contractor shall:
- 16.1.1 Employ generally accepted industrial standards, practices and methods of operation for the prevention of environment damage in conducting the work.
- 16.1.2 Take necessary and adequate steps to prevent environment damage and where some adverse impact on the environment is unavoidable, to minimize such damage and the consequential effects thereof property and people; and
- 16.1.3 Adhere to guidelines, limitations of restrictions, if any, imposed by environment clearance as applicable on the date thereof and as environment clearance may be revised as a result of Company or Contractor's application(s) duly submitted after the effective date.
- 16.2 If the Contractor fails to comply with the provisions of clause 16.1 or materially contravenes any relevant law, and such failure or contravention results in substantial environmental damage, the Contractor shall forthwith take all necessary and reasonable measures to remedy the failure and the effects thereof.

16.3 If Company has, on reasonable ground, to believe that any works by Contractor or any operations conducted by the Contractor are endangering or may endanger persons or any property of any person, or causing avoidable pollution, or are harming flora and fauna or the environment to the degree which is unlawful, Company, may pursuant to applicable law, require the Contractor to take remedial measures within such reasonable period as may be determined by Company and, if appropriate, repair such damage. Company may, pursuant to applicable law, require the Contractor to discontinue seismic operations in whole or in part until the Contractor has taken such action.

16.4 **Contractor shall submit HSE policy alongwith their technical Bid.**

17.0 DAMAGE TO INSTALLATION AND ENVIRONMENT:

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

18.0 GENERAL WORK STANDARDS:

18.1 **MODIFICATION OF STANDARDS AND SPECIFICATIONS:** If during the course of work, any of the standards specified herein mentioned above, are not maintained, the Company's representative shall determine the course of action to be followed. In the event any of the aforementioned deficiencies, in the work standards have not been remedied, Company's representative reserves the right to ask the Contractor's Party Chief to stop acquisition operations till such time the deficiencies are removed. No standby charges shall be payable by Company for such stoppage. Any alteration or modification of specifications shall be done only with the approval of Company.

18.2 **SHUT-DOWN OF OPERATIONS:** Company's representative may request stoppage of recording operations at any time if, in his opinion, the Contractor's work performance or data acquisition is substandard. No standby charges shall be payable by Company for such stoppage.

18.3 **COMMUNICATION:** Contractor shall maintain continuous, effective two-way communication between the work area and Company. If the Contractor fails to maintain proper two ways communication, Company shall not be liable for any charges (including sub-Contractor's fees) incurred for any work carried out unnecessarily because notice of early termination, program changes and refusal to waive specifications could not be communicated.

18.4 **DATA ACQUISITION:** At all times, while survey is underway, Contractor shall ensure that all instruments are properly tuned and that all recorded data are readable, accurate and properly annotated.

19.0 OBLIGATION OF CONTRACTOR:

19.1 If applicable, Contractor at their cost shall arrange the import clearance of all equipment, spare parts, consumable etc. from customs and port authorities in India. Customs duties, if any, shall be borne by Contractor.

19.2 Contractor shall arrange for inland transportation of all equipment etc. upto the place of work and take back at the end of the work at their own expense.

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

- 19.13 In case Contractor imports equipment on re-export basis, they must ensure for re-export of the equipment and all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required.
- 19.14 Any other works required for efficient and successful execution of work shall be carried out by Contractor except those enumerated under the obligations of Company defined in para 20.0 below.
- 19.15 Contractor shall arrange for all statutory clearances for field operations. However, the Company will provide all reasonable administrative helps/letters, if requested.
- 19.16 Contractor shall use latest versions of all software packages during the period of the contract. All the necessary Radio Licenses for shooting, communication etc. will be obtained by the Contractor. However, the Company will provide all reasonable administrative helps/letters in this regard, if requested.
- 19.17 Contractor shall furnish the list with Bio-Data of key personnel proposed to be deployed prior to the commencement of work. The Bio-Data shall include the name, nationality, qualification, experience and passport details of the personnel.
- 19.18 Contractor shall inform Company fifteen days in advance regarding the crew change during the execution of this contract.
- 19.19 Contractor's key technical personnel and expatriate must be proficient to communicate in English (read, write and speak).
- 19.20 Contractor's personnel must be sound enough to provide the above services in professional efficiency at par with international standard, failing which Company reserves the right to ask for removal/replacement of any personnel (at Contractor's cost) with 24 hours' notice.
- 19.21 The main recording equipment should be housed in a properly insulated, air-conditioned cabin, mounted on a truck.
- 19.22 Security of fly/base camp, field seismic operations etc. will be the responsibility of the Contractor.
- 19.23 Contractor shall make necessary arrangement for supply of electricity and medical facility etc. at camp/site at their own cost including for Company representatives.
- 19.24 Contractor shall keep all the recorded data in an air-conditioned room free from dust and hand over the same to Company approximately on fortnightly basis at Duliajan office.
- 19.25 Contractor shall provide necessary Personal Protective Equipment (PPE) to all seismic field personnel engaged in above field operations including Company representatives and shall follow statutory norms applicable for such operation under labour laws in India.

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

20.0 OBLIGATIONS OF COMPANY:

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

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

END OF SECTION – II

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APPENDIX – I
(SECTION-II, PART-3)

TENDER NO. : CNG7293P16

YEARWISE TARGET AND CREW DEPLOYMENT

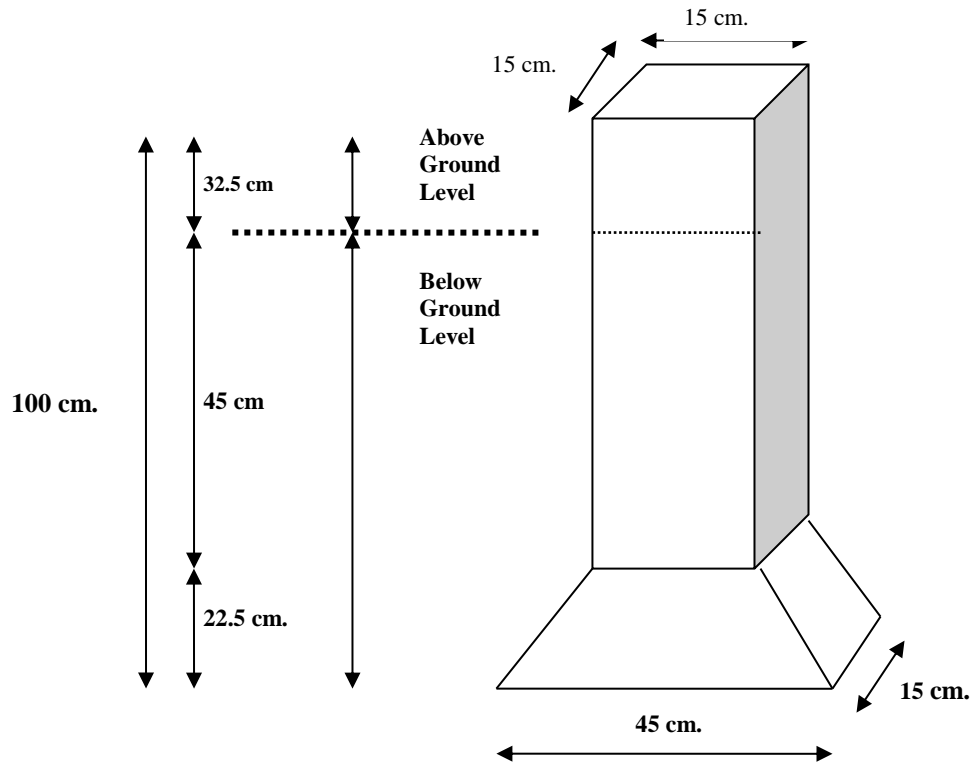
Area	Seismic Data Acquisition Target (F.Y) (F.Y: April to March)			Total LKM
	2015-16 (LKM)	2016-17 (LKM)	2017-18 (LKM)	
BARPETA,NALBARI,TEZPUR, GOALPARA AND NAGAON (Foreland & Foothills of Assam & Arunachal Pradesh)	800	800	760	2360
Minimum No. of Seismic Crews	3	3	3	

Note:

- 1.0 The targets specified in **APPENDIX-I** above are for each Financial Year i.e. from 1st April of a calendar year to 31st March of next calendar year.
- 2.0 Contractor shall submit a detailed project execution plan incorporating resource/skill involvement proposed to be used alongwith the technical bid. The schedule of activities with time plan has to be submitted in the form of a bar chart to meet the project timelines.
- 3.0 Filed Operation Period: November to May of a calendar year.
- 4.0 Monsoon Period: June to October of a calendar year
- 5.0 Contractor may deploy more than three (3) Seismic Crews in consultation with Company, if they prefer to, based on their capability to ensure timely completion of the Project without compromising with quality.
- 6.0 In case, the Contractor fails to complete the entire data acquisition of 2360 LKM within the agreed time frame of 23 months from the date of commencement, they have to complete the unfinished volume of work in shortest possible extra time with a **penalty of 10%** on the applicable rates. Notwithstanding this provision of penalty, Company expects the Contractor to put all-out efforts and ensure completion of the Project within the scheduled time frame only.
- 7.0 No payments towards the **Stand-by** day rate and/or **Force Majeure** day rate with or without crew during Monsoon Break & camp maintenance will be payable during extended period of work due to non-completion of yearly target within the stipulated time period. Contractor's request in this regard to allow them to work during monsoon may be considered by the Company only at Contractor's cost and peril. However, Company would accept and pay for only quality data.

TENDER NO. : CNG7293P16

SKETCH OF THE PILLAR



TENDER NO.: CNG7293P16

SHOT HOLE DRILLING MATRIX

Srl. No.	Number of Shot Holes / per shot	Shot Hole Depth (M)	Code
1.1	1	20	Aa1
1.2	2	12	
1.3	3	8	
1.4	4	6	
1.5	5	5	
2.1	1	18	Aa2
2.2	2	11	
2.3	3	7	
2.4	4	5	
2.5	5	4	
3.1	1	16	Aa3
3.2	2	10	
3.3	3	6	
3.4	4	5	
3.6	5	4	

Note:

- a. For considering one (01) shot, the optimum shot-hole depth will be 20m. In case the Contractor has no option but to have pattern hole, then the number of holes vis-a-vis hole-depths will be guided by the above chart. However the final decision on pattern holes and individual shot hole depth will be taken in consultation with Company representative.
- b. The depth to which the bottom of explosive is lowered will be considered as depth of shot hole. Measurement of depth by drilling rods / tamping rods or by any other means shall not be considered final unless the explosive is lowered to the depth asked for.

- c. The depth measurement are to be made by the authorized representative of the Contractor in presence of the authorized representative of Company and only the depth measured and verified by Company's representatives will be considered final.
- d. After lowering the charge upto the bottom of shot hole, the proper tamping of charge should be done for better transmission of shot energy to the earth medium.
- e. Drilling of shot holes for regular production, up-holes and experimental work to the desired depth is the responsibility of the Contractor.
- f. The Contractor shall take appropriate measures like provision of casings, bentonite etc. if required, to ensure the stability of shot holes till they are loaded to the required optimum depth, at no extra cost to Company.
- g. Contractor shall make necessary security arrangements to guard the loaded holes till they are blasted.
- h. Blasted shot holes and pits shall be filled with earth immediately after firing of shots. No additional payment shall be made to the Contractor for filling the blasted holes.
- i. All claims for the loss or damage to standing crops, land or property, resulting from field operations under the Contract shall be to Contractor's account.

APPENDIX – IV
(SECTION-II, PART-3)

TENDER NO.: CNG7293P16

SPECIFICATIONS OF EXPLOSIVES & DETONATORS

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

Explosives	Detonators
Type Class II	Type: Instantaneous electric detonator
Composition : Slurry /Water gel/ Emulsion	Strength: No.8 & above
Velocity of detonation (VOD)-m/sec : Minimum 5200	Fuse head resistance : 1.4-1.8 Ohms
Cap Sensitivity :No.6 detonator or above	Reaction time: less than one millisecond

TENDER NO.: CNG7293P16

SCHEDULE OF SEISMIC ANCILLARY DATA DELIVERY

Srl. No	Item	Media (Copies)	Remarks
1	Seismic Data of each line with source signature for wavelet correction with proper phase & amplitude correction in case of mixed sources and receivers along with the model correspondence.	IBM Compatible 3592(E05 or E06) tape (2)	Within one(1) week of completion of the Line
2	(i) SPS files, observer's reports with shot-receiver geometry (ii) Shot Hole Depth (iii) Up-hole time (iv) Shot and Receiver statics (v) Skip-Recovery information (vi) Up-hole and LVL profiles (in a format acceptable to Company). (vii) Model based Statics information on user defined ASCII format;	CDs/DVDs (2)	
3	Survey data in UKOOA, ASCII format, up-hole and refraction profiles, (in CDs).	CDs/DVDs (2)	
4	Base maps, fold coverage map, Up-hole & LVL location Map (in 1:50,000 scale).	Paper (2)	
5	a) Final Geometry Files in ASCII b) Final Trace kill table c) Final Statics Information c) Final Velocity d) Final Brute Stack of 2D Profile in Std. SEG Y format e) Geometry Applied Seismic data of 2D Profile in std. SEG Y format	CDs/DVDs (2)	
6	Raw Seismic data of the entire project (LTO-3 tape)	LTO-3/ LTO-4 (2)	Within 15 days of completion of the project
7	a) SPS files (r, s, x Files) with shot & receiver statistics b) Observer's report c) Recording Parameter d) Header information of Seismic Data e)Skip/Recovery Information	CDs or DVDs (2)	Within 15 days of completion of the project

	f) LVL & Up-hole Profiles/ Statistics g) Survey data of Shot & Receiver in UK00A & ASCII Format h) Final Maps in PDF format (In 1:50,000, 1:100,000 & 1:250,000) - Base Maps - Fold coverage map - Up-hole & LVL location Map - Reference pillar map i) Reports - Weekly reports - Monthly reports - Final Operational report - Final Topographical Survey - Final Acquisition Report - Tape List		
8	a) Raw Seismic data of the entire block b) SPS files (r, s, x Files) with shot & receiver statistics c) Observer's report d) Recording Parameter e) Header information of Seismic Data f) Skip/Recovery Information g) LVL & Up-hole Profiles/Statistics h) Survey data of Shot & Receiver in UK00A & ASCII Format i) Final Maps in PDF format (Scales : 1:50,000, 1:100,000 & 1:250,000) - Base Maps - Fold coverage map - Up-hole & LVL location Map - Reference pillar map j) Reports - Weekly reports - Monthly reports - Final Operational report - Final Topographical Survey Report - Final Acquisition Report - Tape List	Portable USB Drive (1)	Within 15 days of completion of the project
9	Maps-3 copies in each Scale (two copies on paper and one on film) Scales : 1:50,000, 1:100,000 & 1:250,000 - Base Map - Coverage map - Location map LVL & Up-hole - Reference pillar map	Two on paper & one on film (3)	Within 15 days of completion of the project

10	Geometry Applied Seismic data of the entire project in std. SEGY format	LTO-3 / LTO-4 (2)	Within 15 days of completion of the project
11	a) Final Geometry Files in ASCII b) Final Trace kill table c) Final Velocity d) Final QC Processing Output in Std. SEGY format (for all 2D profiles in the project)	CDs or DVDs (2)	Within 15 days of completion of the project

PART-3

SECTION-III

SPECIAL TERMS AND CONDITIONS OF CONTRACT

1.0 BRIEF OVERVIEW OF WORK:

- 1.1 Oil India Limited intends to acquire approximately 2360 LKM of regional wide spaced 2D Seismic Data in the “Un-appraised Areas” of Assam Arakan Sedimentary Basin in North-East India covering parts of Assam & Arunachal Pradesh as assigned by Govt. of India. Details of the allotted work area and the line coordinates thereof are given in **ANNEXURE-IV** under PART-4. However, Company reserves the right to modify the line coordinates appropriately depending on the site requirements on technical grounds.
- 1.2 The Contractor, at all the times during performance of the contract, shall deploy **minimum three sets of 2D seismic data acquisition Crews** in the operational area, alongwith all equipment and personnel for completion of job execution strictly as per agreed timeline.
- 1.3 The Contractor shall plan and execute 2D Seismic Acquisition survey using appropriate methodology and Explosive or any other suitable energy source with their personnel and equipment.
- 1.4 Planning and Quality Control of the seismic data acquisition is the responsibility of the Contractor. The Contractor shall provide necessary QC Processing System for quality control of seismic, experimental and topographic survey data. Company representatives shall also be associated with the work throughout the contract period to ensure security, confidentiality and quality control of the data to be acquired and for overall co-ordination of the activities.
- 1.5 The Contractor shall carry out experimental works with respect to each crew in their respective area prior to the commencement of actual data acquisition to finalize the acquisition field parameters in consultation with Company representative (s) as detailed under Section-II in PART-3. The Contractor shall carry out high quality 2D Seismic Data Acquisition with professional competence and in an efficient manner and provide Company with the best standards of work, customarily provided by reputed Geophysical Contractors to major Oil Companies in the Oil Industry.
- 1.6 After acquisition of the data, Contractor shall secure & duly pack the data tapes, cartridges, CDs/DVDs etc. and hand-over the same, together with other requisite technical information of the acquired data as per industry standards, at the office of HEAD-GEOPHYSICS, GEOPHYSICS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN-786602, DIST- DIBRUGARH, ASSAM, INDIA.
- 1.7 The contract shall be deemed to be completed when Contractor submits the Final integrated Acquisition & Operation Report and other ancillary deliverables including presentation to Company officials as per terms of contract and completes demobilization of their entire resources from site.

2.0 VOLUME OF WORK:

- 2.1 The Company intends to acquire approx. 2360 LKM of 2D Seismic Data from the assigned unapprised area of North-East India covering parts of Assam & Arunachal Pradesh. The volume of work including project timeline, maps and coordinates of the lines are given in **APPENDIX-I** under Section-II in PART-3 and **ANNEXURE-III & ANNEXURE-IV** in PART-4 respectively in this bidding document.
- 2.2 Company reserves the option to **increase / decrease** the quantum of work upto a maximum of **±25%** either in the areas mentioned above or in neighbouring areas of similar terrain conditions on mutually agreed rates, which should not be higher than the original contract rates, but on same terms & conditions and proportionate time **extension/reduction** thereof.

3.0 MOBILIZATION:

- 3.1 Mobilization of equipment and crew shall be completed by the Contractor within a maximum period of Ninety (90) days from the date of Letter of Award (LOA) issued by Company, so as to complete the entire Data Acquisition within the stipulated time frame. However, The Contractor is required to provide the scheduled days of mobilization of their crews and equipment in the technical bid in such a way that the jobs are completed as per schedule given herein. Before commencement of the mobilization of equipment and crews, the Contractor is required to ensure that all expatriates engaged for the work are duly cleared by the appropriate Ministries of Govt. of India (viz; Ministry of Home Affairs(MoHA), Ministry of Defence(MoD), Ministry of External Affairs(MEA) etc. as applicable).
- 3.2 If required, Contractor shall make its equipment available in India for inspection by the Defence authorities and/or Customs authorities for security & clearance purposes respectively before the commencement of survey work. Before the commencement of the work, Company also reserves the right to inspect and approve Contractor's equipment & accessories after they are fully assembled and made ready for data acquisition. Technical and HSE audit may be undertaken.
- 3.3 Mobilization shall be deemed to be complete when all crews in their respective areas are in readiness, all equipment are fully tested, calibrated & put into operation, necessary experimental works are conducted and **first regular production shot** is taken by each crew in their respective areas & the same are accepted by the Company.

4.0 DEMobilIZATION:

- 4.1 Demobilization shall be completed by Contractor within thirty (30) days of completion of the Project and/or expiry/termination of the contract, as the case may be. Contractor must remove all their resources from site and all originals, copies of maps, documents & acquisition deliverables including other data supplied to them or generated by them in connection with the work performed must be handed-over to Company with due earnest as these are the absolute property of Company.
- 4.2 All equipment, accessories & consumables etc. if brought into India on re-exportable basis any, shall be re-exported by the Contractor upon demobilization from site, except the consumables & spares actually consumed during the performance of the contract.

5.2 **SCHEDULE OF OPERATIONS:**

- 5.1 Contractor shall mobilize all seismic acquisition crews (minimum of three field crews) alongwith requisite equipment & accessories to be deployed for successful completion of the entire assigned survey work within the contractual period of twenty three (23) months after mobilisation at site. Company will finalize the initial scheme of proposed survey work in consultation with Contractor to enable them in planning the field operations suitably. The map indicating survey area/lines will be provided by Company to Contractor. The Contractor will arrange for the preparation of pre-plots of the survey lines & conversion of co-ordinates from one datum to another, if required with Company's consent.
- 5.2 The schedule of field operations will be finalized between Company's representative(s) and Contractor's Party Manager prior to or on the arrival of equipment & crews at the base station/area of operation. Company's representatives and Contractor's Party Manager shall jointly have the option of rescheduling the sequence of shooting during the course of work. Once the schedule of operations is finalized as above, neither Company (except as provided in the contract) nor Contractor shall modify or cancel any part or whole of the program, without mutual agreement.
- 5.3 Seismic data acquisition work **shall remain suspended during the monsoon period**. During the monsoon break (Monsoon period in the working area is generally from June to October of a calendar year), Contractor shall be responsible for safe keeping of all their resources/equipment. **Standby charges or any other separate charges whatsoever shall not be payable by Company to the Contractor during monsoon break against this contract, unless specifically agreed for.**

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

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

7.0 **PROVISION OF CONTRACTOR'S PERSONNEL AND FACILITIES:**

- 7.1 The Contractor must engage eligible competent personnel for job execution in their field crew to ensure successful completion of the project targets in time as per provisions of this contract. The minimum key personnel to be deployed by the Contractor per field crew are listed in **ANNEXURE-II** under PART-2 herein. They must have the requisite experience & qualifications in their respective field as indicated therein and should have sound physical health and should be proficient in English. On Company's request, Contractor shall remove and replace their personnel whose presence is considered to be undesirable in the opinion of the Company without effecting the progress of survey and without any extra cost to Company.

- 7.2 The Contractor shall be responsible for providing entire requirements of the personnel engaged by them or by their sub-contractor, if any, under the contract including but not limited to their insurance, transportation (both air and land transportation as applicable), en-route expenses, boarding, lodging, medical, vacation, salaries, leave/off and other amenities like employment & termination benefits, all immigration requirements & taxes etc. as payable in India or outside at no extra charge to the Company. The personnel to be engaged by the Contractor for job execution under this contract shall remain the employees (temporary or permanent) of the Contractor or their sub-contractor, as the case may be, throughout the performance of this contract and shall not have any claim for employment or any service benefit from Company by virtue of their deployment for carrying out this contractual jobs.
- 7.3 Company representatives deputed for work association with Contractor's crews in field site camps and for quality check during the course of job execution should be provided with facilities like accommodation, boarding & lodging, office space (sitting arrangements), telephone and internet etc. during their QC work, for which no extra payment shall be made by Company to Contractor. Additionally the Contractor has to arrange for an FTP (File Transfer Protocol) facility, if asked for, to review the progress of the project through quality control and discussions/ feedback to yield best results and to provide useful inputs during the project execution period.
- 7.4 **LABOUR:** The recruitment of labour as required shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per Contract Labour (Regulation & Abolition) Act, 1970.
- 7.5 **SAFETY:** Contractor shall follow all safety norms as prevalent in the petroleum industry globally and also observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian laws such as Mines safety rules etc. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and safe handling of chemicals at all times.
- 7.5.1 Contractor shall provide the Personal Protective Equipment (PPE) as applicable to their personnel and ensure strict use.
- 7.5.2 Safety and security of Contractor's resources including equipment, materials & stores will be the sole responsibility of the Contractor. Company will not handle/ operate any of Contractor's equipment and materials at site with or without permission, unless it is considered otherwise necessary to safeguard life/property.
- 8.0 PROTECTION OF ENVIRONMENT:**
- 8.1 In performance of the Contract, the Contractor shall carry out the services with due regard to concerns with respect to protection of the environment and conservation of natural resources, flora & fauna and shall in particular comply with the requirements of applicable laws, rules & regulations promulgated by the Government from time to time.

8.2 The Contractor shall;

- a) employ modern oilfield and petroleum industry practices and standards including advanced techniques, practices and methods of operation for the prevention of Environment Damage in conducting its Operations;
- b) take necessary and adequate steps to;
 - i) prevent Environmental Damage and, where some adverse impact on the environment is unavoidable, to minimize such damage and the consequential effects thereof on property and people;
 - ii) ensure adequate compensation for injury to persons or damage to property caused by the effect of Petroleum Operations; and

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

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

10.0 OBLIGATION OF CONTRACTOR:

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

- 10.5 Contractor shall arrange at their own cost all consumables including papers, photographic materials, magnetic tapes/cartridges, and other spares & accessories as may be needed for the work and shall carry sufficient stocks of these items for uninterrupted operation. Contractor shall use cartridge tapes tested for zero error.
- 10.6 Contractor shall maintain proper account of the consumption of explosives & detonators and shall submit online daily, weekly and monthly consumption/ stock statements as per guidelines of PESO.
- 10.7 All the field tapes/cartridges of experimental data will be provided to Company at no extra cost.
- 10.8 Contractor shall arrange both lodging and boarding facilities for **two (2) Company Geophysicists/Representatives** at each camp site. The camp facilities to the Company's representatives shall be at par with senior expatriate staff. In addition to above, Govt. of India officials in various capacities including but not limited to representatives of MoP&NG/ DGH/OIL's management/Local authorities shall visit the camp/operation site during acquisition period for field visit/deliberations/QC checks etc. Contractor shall arrange for both lodging and boarding apart from local conveyance at no extra cost to Company. The camp facilities to such visiting officials/ Govt. of India representatives shall be at par with senior expatriate staff.
- 10.9 Contractor shall arrange two (2) vehicles per crew (four wheel drive) exclusively for use of Company representatives with driver, fuel, maintenance, repairs, etc. at their own cost.
- 10.10 Contractor shall endeavour minimum eight (8) working hours on each working day excluding travel time. Two days in a calendar month are allowed for maintenance of equipment, if desired, by the Contractor, but no payment will be due for the same and this cannot be carried forward to the next months.
- 10.11 The Contractor shall arrange adequate drinking water and its transportation to camp/site at its own cost.
- 10.12 All claims for the loss or damage to standing crops, land or property, resulting directly from operations under the Contract shall be borne and paid by the Contractor to such effected parties.
- 10.13 The main recording equipment should be housed in a properly insulated, air-conditioned cabin, mounted on a truck. The truck should be capable of moving in difficult terrains.
- 10.14 Contractor shall comply with Indian Laws and regulations of Government of India but not limited to laws in respect of inland travel, use of wireless sets including Radio License and Wireless Frequency, maps and charts, entry regulations, security restrictions, foreign exchange, work permits, import of equipment, employment of Indian nationals etc..

11.0 SECURITY:

- 11.1 Security of base camp/fly camp/explosive magazine site etc. shall be the sole responsibility of the Contractor.

- 11.2 Contractor shall provide accommodation and transport with necessary camp amenities like firework etc. for requisite number of security personnel. Necessary arm/ ammunition room and security hut(s) will also be provided by the Contractor in the camp.

12.0 EXPLOSIVES AND DETONATORS:

- 12.1 Contractor shall arrange at its own cost necessary quantity of explosives and detonators as per industry law and practices. It will therefore be obligatory on the part of the Contractor to arrange for the necessary permit(s) to store and transport explosives and detonators required in connection with the execution of this contract. Contractor shall be responsible for handling, loading and blasting of shots in shot holes by engaging authorized licensed personnel and for maintaining records of consumption and stock of explosives and detonators on day to day basis and submit return statement as per PESO guidelines.
- 12.2 All rules precautions regarding procurement, use, transportation, storage and handling of explosives and detonators shall be observed by the Contractor. Company shall in no way be responsible for violation of any rule whatsoever in this regard.

13.0 OBLIGATIONS OF COMPANY:

- 13.1 Administrative help will be provided by Company to the extent possible for obtaining radio frequency clearance and permits for the expatriates required for the operations. However, the Contractor shall make available the required details of the expatriates, for their permits, well in time.
- 13.2 Company shall organize all possible help from local Government/Administration to Contractor's personnel and equipment in case of natural disasters, civil disturbances and epidemics.
- 13.3 Company shall pay Contractor in accordance with the terms & provisions of the contract and as may be due from time to time.
- 13.4 Company may provide accommodation for Contractor's personnel on chargeable basis in its Guest House, subject to availability, when they visit Duliajan, Assam in connection with work related to this contract. Contractor must obtain prior consent from Company in this regard before undertaking such trips.
- 13.5 The Company shall provide, if required, necessary documents for clearance from Govt. of India or States or their departments or undertakings and will extend assistance/help to the Contractor to the extent possible.

14.0 LIQUIDATED DAMAGES FOR DEFAULT IN MOBILIZATION:

Liquidated Damages for delay in completion of mobilization shall be applicable @ 0.5% (half percent) of the total evaluated contract value for the 1st year including mobilisation charges, for delay per week or part thereof, subject to a maximum of 7.5% (seven & half percent). Liquidated Damages will be reckoned from the date after expiry of Ninety (90) days from the date of issue of LOA by Company.

15.0 PENALTY FOR DEFAULT IN TIMELY COMPLETION:

- 15.1 In case, the Contractor fails to complete the assigned volume of 2360 KLM data acquisition within the agreed time frame of twenty three (23) months after mobilisation at site, they have to complete the remaining/unfinished volume of work within shortest possible extra time with a penalty of 10% (ten percent) on the applicable rates. The penalty will be levied only on the unfinished volume of work, which the Contractor could not complete within the agreed time frame as per contract.
- 15.2 No payments towards **stand-by charges and/or Force Majeure charge** with or without crew & camp maintenance will be payable, if Contractor desires to extended the period of work during monsoon break due to non-completion of yearly target of work within the stipulated time period. Contractor's request in this regard, if any, to allow them to work during monsoon break, may be considered by the Company only at Contractor's cost & peril and Company will accept & pay for quality data only in that case.

16.0 COMPENSATION FOR DAMAGE OF CROPS/PROPERTIES:

Contractor shall pay compensation against all claims for the loss or damage to standing crops (if any), life/land/property etc. resulting from operations under this contract. Payment of claims for such loss/damage resulting from negligent operations by Contractor's personnel, if any, will also be on Contractor's account. Any production/time losses on account of compensation related issues will be the sole responsibility of the Contractor. After completion of data acquisition, Contractor must furnish an undertaking to Company that they have already paid all claims related to standing crop/land/property damages etc. to the claimants/owners appropriately and no compensation/due is pending for settlement. Contractor will also furnish undertaking to address any compliant/grievance received by Company within one year of completion of the survey. Contractor must comply with all local, state and central government guidelines for the payment of the compensation, if any.

(END OF SECTION – III)

&&&&&&&&&

PART-3

SECTION-IV

SCHEDULE OF RATES

The bidder shall quote the following rates in their price bid as per format attached herein vide PROFORMA-B (Ref. PART-4). The payments shall be made on the basis of actual work done/executed by the Contractor and all "DAY RATE" charges shall be pro-rated and payable upto the nearest full hour for part thereof.

DESCRIPTION OF CHARGES FOR 2D SEISMIC DATA ACQUISITION:

1.0 MOBILISATION CHARGES:

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

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

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

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

In case one single profile is not completed in a single calendar month **Number of good/acceptable shots taken in a completed line or segment thereof within a single calendar month and all data alongwith ancillary information are handed over to Company** shall be considered for computation of LKM for monthly invoice purpose for that particular incomplete profile.

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

Operating Charges should include all the charges for the following:

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

3.0 OPERATING CHARGES FOR UPHOLE SURVEY:

Operating Charges will be paid for every Uphole drilled, up to a depth of 40 mtrs., data recorded, all related stationery/media of recording, field set ups and data analysed and submitted to Company during the month. However, actual depth of Uphole will be decided after experimentation in consultation with Company's Geophysicist. The Uphole survey should be planned ahead of production shooting of a particular profile in consultation with onsite Company representative so that the analysis of UPHOLE should be available for selection of optimum shot hole depth and other quality control measures during recording. The bidder has to quote for UPHOLE SURVEY considering every Uphole to be drilled up to a depth of 40 mtrs. However the payment will be made on prorata basis as per actual drilling meterage.

4.0 OPERATING CHARGES FOR LVL SURVEY:

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

5.0 CHARGES FOR EXPERIMENTAL WORK:

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

6.0 FORCE MAJEURE CHARGES:

Force Majeure Charges shall be applicable during the Force Majeure situation, if any arises during the period of job execution at site and payable on per day of 24 hours basis upto a maximum of thirty (30) consecutive days, pursuant to clause No. 13.0 in Section-I, PART-3. Payment will also be made on pro-rata per hour basis for part of a day, if any.

7.0 STAND-BY CHARGES:

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

- i) lack of instruction, maps & plans from Company
- ii) Non-compliance in providing required documents/permits/licenses etc. by Company, which are required to be provided by Company as per terms of this contract.
- iii) Any other non-fulfillment of Company's obligations as stipulated herein.

7.2 Standby charges shall be payable on per day of 24 hours and on pro-rata for part thereof to the nearest full hour as to be certified by Company representative.

8.0 RATE FOR FIXING REFERENCE POINT BY DGPS:

The charges for fixing of Reference Points shall be payable on per point basis. The rate per point should be quoted all-inclusive, including supplying, grouting and fixing of the pillars.

9.0 DEMOBILISATION CHARGES (IF ANY):

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

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

- The Contractor shall demobilise all their equipment, spares and consumable within 30 days of effective date of demobilization and complete re-export formalities, if applicable any.
- The Contractor shall leave all camp sites and establishment in the operational area free of debris and restore to original condition.
- The Contractor shall produce the following documents alongwith the invoice for demobilization charges to the satisfaction of the Company of having cleared all their liabilities:
 - (a) Undertaking towards settlement of compensation for damage/loss to crop & property etc. in line with clause No. 16.0 in Section-III, PART-3.
 - (b) Tax clearance certificate from Income Tax Department regarding clearance of dues toward Contractor's tax liabilities, their sub-contractor tax liabilities and towards tax liabilities of their expatriate persons or the other employees.
 - (c) Proof of completion of re-export formalities

A. GENERAL NOTES:

- a) All above rates to be quoted by the Bidders must be inclusive all applicable taxes, duties & levies, except the Service Tax which will be extra to Company account. Customs Duty on merit if payable any on the imported items must be included.
- b) Lumpsum Mobilisation Charges should not be quoted more than 10% of the total evaluated value of the Bid.
- c) Contractor shall pay compensation against all claims for the loss or damage to standing crops (if any), life/land/property etc. resulting from operations under this contract and hence, the Operating Rates to be quoted inclusive of these costs.
- d) Bidders should indicate name and detailed address of their Indian agent, if any. The percentage of commission to the Indian Agent, if payable under this contract, must be included in the quoted cost and must be categorically specified by the bidder in their bid. In case, the Bidder fails to highlight above information in their bid, it will be construed that no agency commission is involved against this bid, and consequently Company will not entertain any such claim otherwise at a later date.
- e) Bidder should submit the list of items to be imported into India with CIF value in connection with execution of this contract as per **PROFORMA-A**.
- f) From the **PROFORMA-A**, bidder should identify the items of re-exportable in nature (i.e. items which will not be consumed during the execution of the contract and required to be exported outside India after completion of the contract).

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

END OF SECTION-IV

&&&&&&&&

END OF PART-3

PART-4

PROFORMA AND ANNEXURES

This Section contains all the **PROFORMA** and **ANNEXURES** as referred in the Bid Document including the Price Bid Format, List of Equipment, List of Manpower per crew, Area Map, Area Co-ordinates and Integrity Pact etc. Bidders must carefully take note of the same, fill up accurately as asked for and submit alongwith their Bid.

PROFORMA-A

TENDER NO.: CNG7293P16

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

[illegible]

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

Authorised Person's Signature:

Name: _____

Seal of the Bidder:

&&&&&&&&&&

PROFORMA -B**TENDER NO.: CNG7293P16****PRICE BID FORMAT**

Srl. No.	Item	Unit	Qty.	Unit Rate (Currency)	Total Price (Currency)
2D SEISMIC DATA ACQUISITION					
1	Mobilization Charges	Lump sum	1	MOB*	1 x MOB
2	Cost for Experimental Recording	Per Day	60	EXP**	60 x EXP
3	Standby Charges for Equipment and Crew	Per Day	100	SBR***	100 x SBR
4	Force Majeure Charges	Per Day	100	FM***	100 x FM
5	Operating Charges per Line Kilometre (LKM) of 2D seismic data acquisition using Mechanized Drilling System including QC Processing upto Brute Stack level incorporating Statics computation as mentioned in Scope of Work.	Per LKM	2360	OR**** = $\frac{(Aa1+Aa2+Aa3)}{3}$	2360 x OR
6	Explosive	Per Kg	200,000	EX*****	EX x 200, 000
7	Detonators	Per Nos.	200,000	DT*****	DT x 200, 000
8	LVL Survey Rate	Per location	2360	LVL	2360 x LVL
9	Up-hole Survey Rate	Per location	1180	UH	1180 x UH
10	Cost of Fixing DGPS Reference Pillar	Per location	2000	FRP	2000 x FRP
11	Demobilization Charges	Lump sum	1	DMOB	1 x DMOB
TOTAL EVALUATED CONTRACT VALUE (Sum Total of above) : (1 x MOB) + (60 x EXP) + (100 x SBR) + (100 x FM) + (2360 x OR) + (EX x 200, 000) + (DT x 200, 000) + (2360 x LVL) + (1180 x UH) + (2000 x FRP) + (1 x DMOB)					

Notes:

- *The lump-sum Mobilization Charges must be restricted within 10% of the Total evaluated contract value, failing which the bid will be rejected.
- **Includes the days required for pre-acquisition experimental work.
- ***The Company will not be liable to pay any Standby/Force Majeure Charges for Equipment and Crew to the Contractor during off-season (i.e. Monsoon Break)

- d) ****Unit Price for Sr. No. 5 i.e., **Acquisition of per Line Kilometre (LKM) of 2D seismic data will be the average of rate as quoted in the table given below for Shot Hole Drilling.** However, payment will be made as per the actual parameters adopted in the field after pre-acquisition experimental work.
- e) *****Unit Rates for Sr. No. 6 & 7 i.e. Explosive & Detonators are to be quoted by the Bidder on all inclusive FOR destination/site basis. The payment will be made as per actual consumption basis in case of any increase or decrease. The exact charge size shall be determined/fixed after experimental shooting in consultation with Company's onsite representative.
- c) The items referred above are to be read in conjunction with the Scope of Work and Schedule of Rates detailed in this tender document.
- d) All statutory taxes, duties and levies including Customs Duty shall be borne by the Contractor, excluding the Service Tax which will be extra to OIL's account.
- e) The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work, '**NIL**' should be mentioned against such part of work.
- f) The bidder has to quote for UPHOLE SURVEY rate considering every Uphole to be drilled up to a depth of 40 mtrs against Srl.No.9. However the payment will be made on prorata basis as per actual drilling meterage.
- g) The quantities considered above are for bid evaluation purposes only. Payment will be made on the basis of actual job execution/consumption.
- h) Operating Charges under Srl. No. 5 above must include any expenses towards compensation of damage to crops/aquaculture/property etc. to the farmers, other individuals or any other society.

SHOT HOLE DRILLING TABLE

Srl. No.	Number of Shot Holes / per shot	Shot Hole Depth (M)	Code	Price per LKM of 2D Seismic Data (CURRENCY)
1.1	1	20	Aa1	
1.2	2	12		
1.3	3	8		
1.4	4	6		
1.5	5	5		
2.1	1	18	Aa2	
2.2	2	11		
2.3	3	7		
2.4	4	5		
2.5	5	4		

PROFORMA-C

BID FORM

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

Sub: TENDER NO.: CNG7293P16

Gentlemen,

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

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

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

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

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

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

Dated this _____ day of _____ 2015.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

⌘⌘⌘⌘⌘⌘⌘⌘⌘

TENDER NO.: CNG7293P16

STATEMENT OF COMPLIANCE

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

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

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

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

ⓈⓈⓈⓈⓈⓈⓈⓈⓈⓈⓈⓈ

FORM OF BID SECURITY (BANK GUARANTEE)

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

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their Bid 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.: CNG7293P16**.

KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this _____ day of _____ 2015.

THE CONDITIONS of these obligations are:

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

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

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

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

Witness _____
Address _____

(Signature, Name and Address)

Date: _____
Place: _____

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

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

&&&&&&&&

FORM OF PERFORMANCE BANK GUARANTEE

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

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

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

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

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

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

This guarantee is valid until the date _____ (calculated upto **6 months** after Contract completion date).

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

Date

Place _____

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**AGREEMENT FORM**

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

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

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

WHEREAS, Company had issued a firm Letter of Intent No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's **Tender# CNG7293P16**. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

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

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

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

Signed, Sealed and Delivered,

For and on behalf of  
COMPANY (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

~~~~~

PROFORMA-H

PROFORMA LETTER OF AUTHORITY

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

Sir,

SUB: OIL's TENDER NO. CNG7293P16

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

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

TENDER NO.: CNG7293P16**EQUIPMENT AND ACCESSORIES TO BE DEPLOYED PER CREW**

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

A. SURVEY EQUIPMENTS:

The Survey Equipments shall not be more than three (3) years old as on the date of Tender and must be in perfect working conditions.

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

The bidder must use DGPS for reference point fixing and use the latest equipment e.g. total stations with in-built EDM & Data logger, for control survey & line implantation. The quantities of all the survey equipment to be deployed are to be decided by the bidder to meet the required survey objectives and time frame.

B. SESIMIC DATA RECORDING EQUIPMENTS:

SEISMIC RECORDING SYSTEM: The Seismic Recording Systems shall not be more than three (3) years old as on the date of Tender. The equipment must be in perfect working condition. The number of remote field units/recording equipment, to be deployed must be adequate to have the capability of sufficient roll over for recording of requisite number of shots per day to complete the project within the stipulated time frame. The recording equipment must be:

- Seismic Data Recording System – State of the art Acquisition System with 24-bit $\Delta\Sigma$ Technology.
- Recording capability of minimum 1200 channels at 2 ms sampling per shot.
- Sufficient Remote Units, Interconnect boxes, Encoder/Decoder, etc.
- Bidder may deploy line telemetry or cable less or combination systems for seismic data recording as per requirement of terrain. (Cable less or combination of line telemetry & cable less as per the requirement of the terrain).

GEOPHONES: Geophones shall not be more than one (1) year old as on the date of Tender.

- Geophone: Contractor should use Geophones/digital sensors/hydrophones which must be industry standard. The response of Geophones/digital sensors/hydrophones should be as per specifications of OEM.

- Offered Geophone must be industry standard, viz; SM24/SG-10 or equivalent or better in case of High Performance Low Distortion analogue geophones.
- The offered Geophones must be fully compatible with seismic data acquisition system alongwith interface/line telemetry cables.
- In case of Analog Geophone, No. of geophones per station must be 12 (twelve) with industry standard spike length. The configuration must be: 6 x 2 [(6 in Series and two (2) such series in parallel)].

C. UPHOLE/LVL SURVEY EQUIPMENT:

Uphole/LVL Survey equipments shall not be more than three (3) years old as on the date of Tender and must be in perfect working condition. The system must comprise of the following:

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

D. COMPUTING:

Stand-alone workstations with adequate RAM, disk-space for the following software packages – All the hardware shall not be more than two (2) years old as on the date of Tender & must be in perfect working condition alongwith all necessary software which the bidder proposes to use.

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

E. EQUIPMENT FOR 2D DATA FIELD QC PROCESSING:

- Full-fledged 2D Seismic Data Processing software for Field QC processing of acquired 2D seismic data.
- The hardware (CPU Type and MHz, RAM & Hard Disk Capacity), ancillary equipment viz. Printers, Plotters, Tape Drives, Networking etc. shall not be more than two (2) years old as on the date of Tender and must be in perfect working condition.
- The workstation needs to be connected to colour plotter, line printers and IBM 3592/DVD/DLT/LTO-4 cartridge drives for back-ups and any other facilities required to control the quality of survey and to provide the technical inputs required by Company.
- The Field Processing Software Version (Seismic Processing packages alongwith version, date of release) shall be of latest version as on the date of Tender. The field processing software must be capable of processing 2D Seismic Data upto Pre-Stack Time Migration. The processing software must be covered under maintenance contract for the entire duration of the contract with OIL.

F. SHOT-HOLE DRILLING EQUIPMENT:

Contractor has to specify the minimum number of drilling rigs proposed to be deployed to achieve the required production rate in following categories:

- a. Rotary Manual Drilling with mechanized Pump
- b. Pneumatic Drilling
- c. Man portable Mechanized Drilling Rigs
- d. Truck/ Trailer Mounted Mechanized Drilling Rigs
- e. Mechanised Drilling Rigs with Casing while Drilling option

The proposed shot drilling rigs must be in perfect working conditions and capable of drilling in terrains as mentioned in Section –II of PART-3 (Terms of Reference/ Scope of Work)

G. COMMUNICATION EQUIPMENT:

All the communication sets should be adequate in number and in a perfect working condition.

H. TRANSPORT EQUIPMENT:

The bidder has to decide and bring requisite quantity of specialized transport for crew, explosive vans and jeeps for explosive movement, to carry out seismic survey in areas as described in Section-II of PART-3. All the available indigenous transport has to be arranged by the bidder, locally. All the transports must be in perfect working condition and meet all the desired specification including insurance and the requisite **licenses for the purpose of use**. All the vehicles must be equipped with all seat belts, First Aid Kit, Spare wheel, fire-extinguisher etc.

It may be noted that the local / private workshops available around the survey area, have the capability for minor repair of indigenous vehicles only. Any specialized workshop/tools, if required have to be arranged by the bidder. List of any import in this connection must be provided in the technical bid and with the CIF value in the commercial bid.

NOTE:

- (a) All the equipment as mentioned in the Annexure-I must meet or exceed the required specifications mentioned.
- (b) The Bidder has to submit the documentary evidence in support of the Vintage of the Equipment **(for all the equipments under item no. A-E)** which bidder proposes to deploy in the field for the execution of the contract. Bids shall be rejected if the equipment offered does not meet the specified requirement and vintage.
- (c) The Contractor may mobilize additional crew and equipment **at no extra cost to the Company** (no separate mobilisation charges shall be paid by Company) for increasing the productivity to improve upon the work completion time, to which the Company shall have no objection. However, the Contractor shall seek prior approval in writing from the Company for mobilizing additional crew.

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**TENDER NO.: CNG7293P16****LIST OF KEY PERSONNEL TO BE DEPLOYED BY CONTRACTOR  
FOR SEISMIC DATA ACQUISITION PER CREW**

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

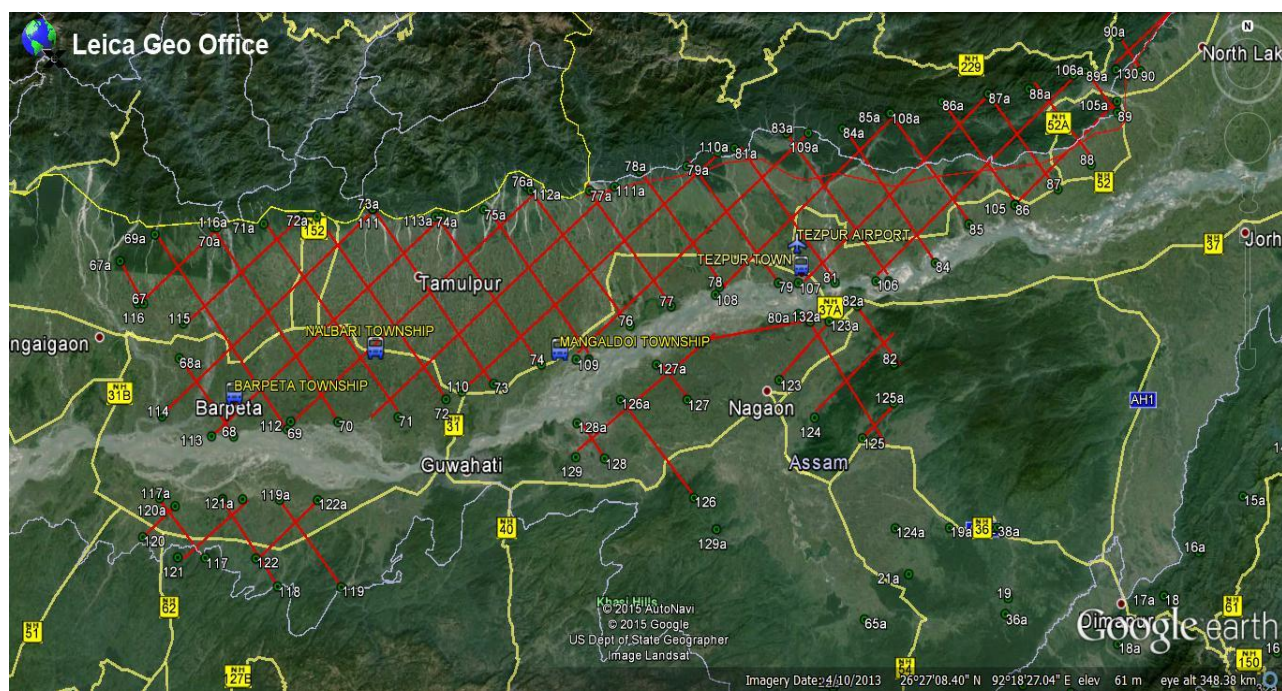
**Note:**

1. Bidder must submit detailed Bio-data of all its key personnel to be deployed for the whole period of the project, along with the technical bid. Bidder shall deploy the same persons whose Bio-data is offered in the bid. They shall not be replaced or transferred without prior notification to the Company. Company's approval is essential in case they are desired to be replaced by the bidder with equally competent persons satisfying minimum experience criteria and Company's decision in this regard will be final.
2. The above list indicates the minimum requirement of Key Personnel and their experience. The Contractor may deploy other personnel e.g. observers, surveyors, technicians, Instrument Technician, shooters etc. to accomplish the job as per the defined parameters and time frame. The detailed bio-data of the key personnel must be submitted with the technical bid. The radio operators, shooters etc. must have valid licenses to operate in North East India. The Supervisor and the Party Chief have to be efficient enough to coordinate with Company and perform all other required interaction with external agencies for executing the job successfully. All the key personnel must be fluent in speaking, writing and understanding English language.

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**TENDER NO.: CNG7293P16**

**Figure-1: Operation area with proposed 2D profiles covering parts of North and South Bank of river Brahmaputra in Assam and part of Arunachal Pradesh.**



**TENDER NO.: CNG7293P16****LINE COORDINATES OF THE PROPOSED 2D SESIMIC PROFILES**

| <b>POINT_Line</b> | <b>LONG_D<br/>Deci</b> | <b>LAT_D<br/>Deci</b> | <b>MAX.<br/>ELE.(M)</b> | <b>MIN.<br/>ELE.(M)</b> | <b>Length(km)</b> |
|-------------------|------------------------|-----------------------|-------------------------|-------------------------|-------------------|
| 67                | 90.70                  | 26.57                 | 127.00                  | 48.00                   | 13.97             |
| 67                | 90.62                  | 26.68                 |                         |                         |                   |
| 68                | 91.00                  | 26.23                 | 130.00                  | 60.00                   | 28.56             |
| 68                | 90.82                  | 26.43                 |                         |                         |                   |
| 69                | 91.17                  | 26.25                 | 140.00                  | 42.00                   | 70.33             |
| 69                | 90.73                  | 26.75                 |                         |                         |                   |
| 70                | 91.33                  | 26.27                 | 142.00                  | 50.00                   | 68.94             |
| 70                | 90.92                  | 26.77                 |                         |                         |                   |
| 71                | 91.52                  | 26.30                 | 125.00                  | 46.00                   | 67.16             |
| 71                | 91.08                  | 26.78                 |                         |                         |                   |
| 72                | 91.67                  | 26.33                 | 308.00                  | 50.00                   | 66.29             |
| 72                | 91.25                  | 26.80                 |                         |                         |                   |
| 73                | 91.82                  | 26.37                 | 238.00                  | 56.00                   | 62.02             |
| 73                | 91.43                  | 26.82                 |                         |                         |                   |
| 74                | 91.97                  | 26.42                 | 175.00                  | 57.00                   | 53.91             |
| 74                | 91.63                  | 26.80                 |                         |                         |                   |
| 75                | 92.12                  | 26.45                 | 215.00                  | 56.00                   | 52.06             |
| 75                | 91.80                  | 26.82                 |                         |                         |                   |
| 76                | 92.25                  | 26.52                 | 380.00                  | 61.00                   | 52.79             |
| 76                | 91.92                  | 26.88                 |                         |                         |                   |
| 77                | 92.38                  | 26.57                 | 217.00                  | 64.00                   | 41.77             |
| 77                | 92.12                  | 26.87                 |                         |                         |                   |
| 78                | 92.55                  | 26.62                 | 414.00                  | 69.00                   | 42.34             |
| 78                | 92.28                  | 26.92                 |                         |                         |                   |
| 79                | 92.72                  | 26.63                 | 276.00                  | 63.00                   | 45.24             |
| 79                | 92.43                  | 26.95                 |                         |                         |                   |
| 80                | 93.05                  | 26.22                 | 461.00                  | 68.00                   | 41.4              |
| 80                | 92.80                  | 26.55                 |                         |                         |                   |
| 81                | 92.90                  | 26.63                 | 383.00                  | 70.00                   | 47.3              |
| 81                | 92.60                  | 26.98                 |                         |                         |                   |
| 82                | 93.10                  | 26.42                 | 206.00                  | 72.00                   | 20.62             |
| 82                | 92.97                  | 26.57                 |                         |                         |                   |
| 83                | 93.07                  | 26.65                 | 162.00                  | 67.00                   | 50.92             |
| 83                | 92.75                  | 27.02                 |                         |                         |                   |
| 84                | 93.22                  | 26.68                 | 562.00                  | 70.00                   | 47.7              |
| 84                | 92.93                  | 27.03                 |                         |                         |                   |
| 85                | 93.33                  | 26.78                 | 1303.00                 | 76.00                   | 39.94             |
| 85                | 93.08                  | 27.07                 |                         |                         |                   |

|     |       |       |         |        |        |
|-----|-------|-------|---------|--------|--------|
| 86  | 93.48 | 26.83 | 1053.00 | 81.00  | 36.92  |
| 86  | 93.25 | 27.10 |         |        |        |
| 87  | 93.62 | 26.87 | 1610.00 | 80.00  | 35.63  |
| 87  | 93.40 | 27.12 |         |        |        |
| 88  | 93.73 | 26.95 | 1235.00 | 83.00  | 27.99  |
| 88  | 93.55 | 27.15 |         |        |        |
| 89  | 93.82 | 27.07 | 500.00  | 80.00  | 14.74  |
| 89  | 93.72 | 27.18 |         |        |        |
| 90  | 93.90 | 27.18 | 600.00  | 75.00  | 10     |
| 90  | 93.83 | 27.27 |         |        |        |
| 105 | 93.82 | 27.10 | 1000.00 | 250.00 | 44.57  |
| 105 | 93.96 | 27.30 |         |        |        |
| 106 | 93.03 | 26.65 | 209.00  | 82.00  | 86.07  |
| 106 | 93.68 | 27.17 |         |        |        |
| 107 | 92.80 | 26.63 | 1000.00 | 71.00  | 79.81  |
| 107 | 93.40 | 27.12 |         |        |        |
| 108 | 92.52 | 26.60 | 1052.00 | 71.00  | 77.65  |
| 108 | 93.10 | 27.07 |         |        |        |
| 109 | 92.08 | 26.45 | 1331.00 | 50.00  | 96.69  |
| 109 | 92.82 | 27.02 |         |        |        |
| 110 | 91.72 | 26.35 | 190.00  | 56.00  | 106.66 |
| 110 | 92.53 | 26.97 |         |        |        |
| 111 | 91.43 | 26.82 | 441.00  | 58.00  | 101.16 |
| 111 | 92.20 | 26.88 |         |        |        |
| 112 | 91.18 | 26.27 | 375.00  | 44.00  | 102.06 |
| 112 | 91.95 | 26.87 |         |        |        |
| 113 | 90.93 | 26.23 | 823.00  | 39.00  | 95.96  |
| 113 | 91.65 | 26.80 |         |        |        |
| 114 | 90.77 | 26.28 | 578.00  | 213.00 | 88.67  |
| 114 | 91.43 | 26.82 |         |        |        |
| 115 | 90.83 | 26.52 | 236.00  | 42.00  | 47.59  |
| 115 | 91.20 | 26.80 |         |        |        |
| 116 | 90.68 | 26.57 | 180.00  | 52.00  | 31.9   |
| 116 | 90.93 | 26.77 |         |        |        |
| 117 | 90.92 | 25.92 | 138.00  | 64.00  | 21.42  |
| 117 | 90.77 | 26.07 |         |        |        |
| 118 | 91.15 | 25.85 | 117     | 57     | 30.28  |
| 118 | 90.97 | 26.07 |         |        |        |
| 119 | 91.35 | 25.85 | 115.00  | 45.00  | 32     |
| 119 | 91.15 | 26.07 |         |        |        |
| 120 | 90.72 | 25.97 | 374.00  | 42.00  | 14.42  |
| 120 | 90.82 | 26.05 |         |        |        |
| 121 | 90.85 | 25.92 | 57.00   | 46.00  | 24.54  |
| 121 | 91.05 | 26.07 |         |        |        |
| 122 | 91.08 | 25.92 | 217.00  | 43.00  | 25.69  |
| 122 | 91.27 | 26.07 |         |        |        |

|     |       |       |        |                     |       |
|-----|-------|-------|--------|---------------------|-------|
| 123 | 92.72 | 26.38 | 300.00 | 70.00               | 23.18 |
| 123 | 92.88 | 26.53 |        |                     |       |
| 124 | 92.83 | 26.30 | 69.00  | 65.00               | 33.14 |
| 124 | 92.08 | 26.50 |        |                     |       |
| 125 | 92.98 | 26.23 | 427.00 | 74.00               | 14.70 |
| 125 | 93.08 | 26.32 |        |                     |       |
| 126 | 92.45 | 26.08 | 396.00 | 81.00               | 35.34 |
| 126 | 92.22 | 26.33 |        |                     |       |
| 127 | 92.43 | 26.33 | 440.00 | 56.00               | 11.60 |
| 127 | 92.35 | 26.42 |        |                     |       |
| 128 | 92.17 | 26.18 | 64.00  | 57.00               | 10.75 |
| 128 | 92.10 | 26.27 |        |                     |       |
| 129 | 92.08 | 26.20 | 61.00  | 50.00               | 53.64 |
| 129 | 92.52 | 26.50 |        |                     |       |
| 132 | 92.48 | 26.48 | 77.00  | 50.00               | 33.79 |
| 132 | 92.82 | 26.53 |        |                     |       |
|     |       |       |        | TOTAL = 2361.82 LKM |       |

**NOTE:** The line coordinates can be modified by Company depending on the technical requirement.

**INTEGRITY PACT**

Between

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

And

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

**Preamble:**

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

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

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

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

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

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

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

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

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2)** The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

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

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

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

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

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

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

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

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



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

(three in number depending on the size of the contract)  
(to be decided by the Chairperson of the Principal)

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

### **Section: 9 -Pact Duration**

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

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

## Section: 10 -Other provisions

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

.....  
For the Principal

.....  
For the Bidder/Contractor

Place. DULIAJAN  
Date .....

Witness 1: .....  
Witness 2: .....

## NAME OF INDEPENDENT EXTERNAL MONITORS:

- (a) Shri Raghav Sharan Pandey, IAS (Retd.).  
E-mail: rspandey\_99@yahoo.com
- (b) Shri Rajiv Mathur, IPS (Retd.)  
E-mail: rajivmathur23@gmail.com

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**END OF PART - 4**