



FORWARDING LETTER

M/s _____

Sub: Tender No. CDG2432P20 for acquisition of 150 LKM 2-D seismic data in Kobochochori (AA-ONHP-2017/10) falls under Assam & Arunachal Pradesh.

Dear Sirs,

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

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced Contractors through OIL’s e-procurement site for **acquisition of 150 LKM 2 -D seismic data in Kobochochori (AA-ONHP-2017/10) falls under Assam & Arunachal Pradesh**. One complete set of this Tender Document for hiring of above services is uploaded in OIL’s e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the Tender (covered in detail in the Bid Document) are highlighted below: -

(i)	E-Tender No.	:	CDG2432P20
(ii)	Type of Bidding	:	Online-Single Stage-Two Bid System
(iii)	Tender Fee	:	Not Applicable
(iv)	Period of Sale	:	As mentioned in Online E-tender portal
(v)	Bid Closing Date & Time	:	As mentioned in Online E-tender portal
(vi)	Technical Bid Opening Date & Time	:	As mentioned in Online E-tender portal
(vii)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.
(viii)	Bid Submission Mode	:	Bids must be uploaded online in OIL’s E-procurement portal
(ix)	Bid Opening Place	:	Office of CGM-Contracts Contract Department, Oil India Limited, Duliajan -786602, Assam, India
(x)	Bid Validity	:	120 days from date of Bid Closing

(xi)	Mobilization Time	:	As defined in the tender
(xii)	Bid Security Amount	:	Rs. 45,96,000.00 or US\$ 63,000.00
(xiii)	Bid Security Validity	:	15.05.2020
(xiv)	Original Bid Security to be submitted	:	Office of CGM-CONTRACTS, CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xv)	Amount of Performance Security	:	10% of Contract value
(xvi)	Validity of Performance Security	:	Up to 3 months from date of completion of contract
(xvii)	Duration of the Contract	:	The duration of Contract is for a period of twelve (12) months from the date of commencement of contract.
(xviii)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer clause No. 18.0 of General Conditions of Contract.
(xix)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
(xx)	Bids to be addressed to	:	CGM-Contracts, Contract Department, Oil India Limited, Duliajan-786602, Assam, India.
(xxi)	Pre Bid Conference	:	Not Applicable
(xxii)	Last date of receipt of Queries	:	15.10.2019 (Queries received after 15.10.2019 will not be entertained)

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

GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:

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

Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD is not responsible.

For participation, applicants already having User ID & Password for OIL's eProcurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor enlistment system in E-Portal.

Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online enlistment, bidder may visit OIL's E-Tender site - <https://etender.srm.oilindia.in/irj/portal> and enlist under Supplier Enlistment for E-Tender

Necessary Login ID & Password will be issued by OIL only after submitting the complete online enlistment details by the Bidder. In the event of late or incomplete enlistment/ by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the available open tenders. **The detailed guidelines are available in OIL's e-procurement site (Help Documentation).** For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807178/4903.

TENDER FEE: Not Applicable. No Tender Fee is required to be paid. All parties can obtain Tender Free of cost and participate.

5.0 **IMPORTANT NOTES:**

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

- i) **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 put on Holiday as per the Banning Policy (available in OIL's website) of Company.
- ii) **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 be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. In this regards bidder has to submit an **Undertaking as per the format provided in Proforma S**. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be

rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.

iv) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.

v) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM (IST) at the office of the GM-Contracts in presence of the authorized representatives of the bidders.

vi) The authenticity of digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.

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

RFx Response Number 60037504 RFx Number TESTARUP Status In Process Submission Deadline 15.04.2017 11:00:00 INDIA Opening Date 15.04.2017 00:00:00 INDIA

RFx Response Version Number Active Version RFx Version Number 1

RFx Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

Go to this Tab "Notes and Attachments" for Uploading "Priced Bid" files.

Go to this Tab "Technical Attachment" for Uploading "Technical Bid".

▼ Notes

Clear

Category	Description
Conditions of Participation	
Bid Invitation/Auction Text	
Bidder's Remarks	
Purchaser's Remarks	

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature

cFolder Name	Category	Description	File Name	Version	Processor	Che
The table does not contain any data						

On "EDIT" Mode, Bidders are advised to upload "Technical Bid" and "Priced Bid" in the respective places as indicated above:

Note:

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

** The "Priced bid" must contain the price schedule and the bidder's commercial terms and conditions, if any. For uploading Priced Bid, click on Add Attachment, a browser window will open, select the file from the PC and name the file under

Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

- 6.0 The prospective bidders shall submit their queries/clarifications against the tender through E-mail / Fax /Courier addressed to CGM-Contracts, Oil India Ltd., Duliajan-786602, Assam and such queries must reach OIL's office at Duliajan latest by **15.10.2019**. OIL shall provide clarifications to only those queries received within this date. Queries/ Clarifications against the tender received beyond **15.10.2019** will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office.
- 7.0 OIL now looks forward to your active participation in the Tender.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

Sd/-
(B. Das)
Sr. MANAGER –C&P (FB)
FOR BASIN MANAGER (FB)
For RESIDENT CHIEF EXECUTIVE

PART - 1
INSTRUCTIONS TO BIDDERS

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

1.1 Bidders are advised to have a thorough reconnaissance of the area, 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. The bidders shall be deemed, prior to submitting their bids, to have satisfied themselves all the above aspects 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.

A. BID DOCUMENTS

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

- (a) A Forwarding Letter highlighting the following points:
 - (i) Company's Tender No. & Type ~~and Tender Fee~~
 - (ii) Bid closing date and time
 - (iii) Bid opening date and time
 - (iv) Bid submission Mode
 - (v) Bid opening place
 - (vi) Bid validity, Mobilisation time & Duration of contract
 - (vii) The amount of Bid Security with validity
 - (viii) The amount of Performance Guarantee with validity
 - (ix) Quantum of liquidated damages for default in timely mobilization
- (b) Instructions To Bidders, (Part-1)
- (c) Bid Evaluation Criteria/Bid Rejection Criteria, (Part-2)
- (d) General Conditions of Contract, (Part-3, Section-I)
- (e) Scope of Work/Terms of Reference/Technical Specification/Special Conditions of Contract, (Part-3, Section-II)
- (f) Schedule of Rates, (Part-3, Section-III)
- (g) Estimated CIF value of items at the time of import, (Proforma-A)
- (h) Price Schedule Format, (Proforma-B)
- (i) Bid Form, (Proforma-C)
- (j) Statement of Non-Compliance, (Proforma-D)
- (k) Bid Security Form, (Proforma-E)
- (l) Performance Security Form, (Proforma-F)
- (m) Agreement Form, (Proforma-G)
- (n) Proforma of Letter of Authority, (Proforma-H)
- (o) Authorisation for Attending Bid Opening, (Proforma-I)
- (p) Annual Turnover & Net worth of Bidder (Proforma - J)
- (q) Safety Measures (Proforma - K)
- (r) Proforma of Bank Guarantee towards PP-LC (Proforma - L)
- (s) Integrity Pact, (Proforma - M)
- (t) Proforma for Parent Company Agreement & Guarantee, (Proforma- N & Proforma - O)
- (u) Parent/Ultimate Parent/Holding company's corporate Guarantee towards Financial Standing (Proforma - P)
- (v) Proforma for Sister Subsidiary/Co- Subsidiary Company Agreement, (Proforma-Q)

- (w) Performance Security Forma for Ultimate Parent/Supporting Company (Proforma – R)
- (x) Proforma – S.
- (y) Appendix – I, Appendix – II and Appendix – III.
- (z) Annexure – I, Annexure – II, Annexure – III, Annexure – IV and Annexure – V.
- (aa) Checklist – 1, Checklist – 2 and Checklist – 3
- (bb) Figure I and Figure II.

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

3.0 TRANSFERABILITY OF BID DOCUMENTS:

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

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

4.0 AMENDMENT OF BID DOCUMENTS:

4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.

4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the "Technical RFx Response" under the tab "Amendments to Tender Documents". All prospective bidders to whom Company has issued the Bidding Documents shall also be intimated about the amendments through post/courier or by Fax or e-mail. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. **Bidders are to 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. No separate intimation shall be sent to the Bidders.**

B. PREPARATION OF BIDS

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

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

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

6.0 DOCUMENTS COMPRISING THE BID:

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

(A) TECHNICAL BID

- (i) Complete technical details of the services and equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Clause 10.0.
- (iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid

- Security should be sent as per Clause No. 11.11 below.
- (iv) Copy of Bid-Form without indicating prices in Proforma-C
 - (v) Statement of Non-compliance as per Proforma-D
 - (vi) Proforma-A: List of items to be imported without the CIF values.
 - (vii) Copy of Priced Bid **without indicating prices** (Proforma-B)
 - (viii) Integrity Pact digitally signed by OIL's competent personnel as Proforma - M, attached with the bid document to be digitally signed by the bidder.

(B) PRICED BID

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

- (i) Price-Bid Format as per Proforma-B
- (ii) Bid Form as per Proforma-C
- (iii) Proforma-A showing the items to be imported with the CIF values.

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

7.0 BID FORM:

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

8.0 BID PRICE:

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

9.0 CURRENCIES OF BID AND PAYMENT:

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

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

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

11.0 BID SECURITY:

- 11.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.9 hereunder.

- 11.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the “Forwarding Letter” or an equivalent amount in other freely convertible currency and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT/Tender vide **Proforma-E** or online payment through OIL's e portal in or an irrevocable Letter of Credit (L/C) from any of the following Banks –
- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
 - b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or
 - c) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.
 - d) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non Scheduled Bank of India shall not be acceptable.
The Bank Guarantee / LC shall be valid for the time as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.
- 11.3 **Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.**
- 11.4 Any bid not secured in accordance with **sub-clause 11.2** above shall be rejected by the Company as non-responsive.
- 11.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 11.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.
- 11.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with **Clause 29.0** below is furnished.
- 11.8 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 11.9 The Bid Security may be forfeited:
- i) The bidder withdraws the bid within its original/extended validity.
 - ii) The bidder modifies/revise their bid suo-moto.
 - iii) Bidder does not accept the order/contract.
 - iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
 - v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder
- 11.10 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years.

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

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

11.13 The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

- i) “MT 760 / MT 760 COV for issuance of bank guarantee.
- ii) “MT 760 / MT 767 COV for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch indicating the Tender No. CDG2644P20 to HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602. The Bank details are as under:

	Bank Details of Beneficiary	
a	Bank Name	HDFC BANK LIMITED
b	Branch Name	Duliajan
c	Branch Address	Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602
d	Bank Account No.	21182320000016
e	Type of Account	Current Account
f	IFSC Code	HDFC0002118
g	MICR Code	786240302
h	SWIFT Code	HDFCINBBCAL

12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

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

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

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

13.0 PERIOD OF VALIDITY OF BIDS:

13.1 Bids shall remain **valid for 120** days from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive.** If

nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for **120** days from Bid Closing Date.

- 13.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 11.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

14.0 SIGNING OF BID:

- 14.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organizations Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

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

If any modifications are 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 shall be submitted by bidder as mentioned in Para 15.1 below.

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

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

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

15.0 SUBMISSION OF BIDS

- 15.1 The tender is processed under Single Stage-Two Bid System. Bidder shall submit the Technical Bid and Priced Bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in **"HELP DOCUMENTATION"** available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical RFx Response" under "Techno-Commercial Bid" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just below the "Tendering Text" in the attachment link under "Techno-Commercial Bid" Tab under General Data in the e-portal. **No price should be given in the "Technical RFx Response", otherwise bid shall be rejected.** The priced bid should not be submitted in physical form which shall not be considered.

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

- i) The Original Bid Security along with 2(two) copies
- ii) Power of Attorney for signing of the bid digitally
- iii) Any other document required to be submitted in original as per bid document requirement.
- iv) Printed catalogue and literature if called for in the bid document.

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

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

16.0 INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:

Foreign bidders shall clearly indicate in their bids whether they have an Agent/Representative/Retainer/Associate in India. In the event the overseas bidder is having an Agent/Representative/Retainer/Associate in India, the bidder should furnish the name and address of their Agent/Representative/Retainer/Associate in India and clearly indicate nature and extent of services to be provided by such an Agent/ Representative/Retainer/Associate in India and also stating in their bids whether the Agent/Representative/Retainer/Associate is authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent/Representative/Retainer/Associate in non-convertible Indian currency according to Import Trade Regulation of India. Unless

otherwise specified, it will be assumed that agency commission is not involved in the particular bid.

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

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

17.0 DEADLINE FOR SUBMISSION OF BIDS:

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

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

19.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

20.0 EXTENSION OF BID SUBMISSION DATE:

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

21.0 BID OPENING AND EVALUATION:

- 21.1 Company will open the Technical Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time

and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-I**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical RFX Response" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical RFX Response" Tab Page only in the E-portal.

- 21.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 21.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 21.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.
- 21.5 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 21.3.
- 21.6 Normally, no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 21.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 21.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 21.9 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

22.0 OPENING OF PRICED BIDS:

- 22.1 Company will open the Priced Bids of the technically qualified Bidders on a specific

date in presence of representatives of the qualified bidders. The technically qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

- 22.2 The Priced bids of the unsuccessful bidders which remain unopened with OIL may be returned to the concerned bidders on request only after receipt of Performance Security from the successful bidders after issue of Letter of Award (LOA) by OIL.
- 22.3 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 22.4 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

23.0 CONVERSION TO SINGLE CURRENCY:

For evaluation of the bids, B.C. Selling market rate of State Bank of India prevailing one day prior to the price bid opening or the latest rate available as on 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.

24.0 EVALUATION AND COMPARISON OF BIDS:

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

24.1 DISCOUNTS / REBATES:

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

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

24.3 LOADING OF FOREIGN EXCHANGE:

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

24.4 EXCHANGE RATE RISK:

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

24.5 REPATRIATION OF RUPEE COST:

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

25.0 CONTACTING THE COMPANY:

- 25.1 Except as otherwise provided in **Clause 21.0** above, no Bidder shall contact Company

on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide **sub-clause 21.6**.

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

D. AWARD OF CONTRACT

26.0 AWARD CRITERIA:

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

27.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

28.0 NOTIFICATION OF AWARD:

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

29.0 PERFORMANCE SECURITY:

- 29.1 On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per **Proforma-F** or in any other format acceptable to the Company and must be in the form of a Demand Draft or Bank Guarantee or irrevocable Letter of Credit (LC) from:
- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
 - b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.
 - c) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India

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

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

The domestic bidders will have to submit the Bank Guarantee from any of the

scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

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

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

- 29.2 The Performance Security specified above must be valid for 3(three) months beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.
- 29.3 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.
- 29.4 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 29.5 Failure of the successful Bidder to comply with the requirements of **clause 29.0 and/or 30.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

30.0 SIGNING OF CONTRACT:

- 30.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 30.2 Within 30 days of issue of LOA, the successful Bidder shall sign and date the contract and return it to the Company. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 30.3 In the event of failure on the part of the successful Bidder to sign the contract within the period specified above or any other time period specified by Company, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

31.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

If it is found that a bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and the party shall be dealt as per the Banning Policy (available in OIL's website) of besides the legal action. In this regards bidder has to submit an **Undertaking as per the format provided in Proforma S.**

32.0 CREDIT FACILITY:

Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.

33.0 MOBILISATION ADVANCE PAYMENT:

- 33.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation

charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.

- 33.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 33.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

34.0 INTEGRITY PACT:

- 34.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Proforma - M** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. **If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.**
- 34.2 The names of the OIL's Independent External Monitors at present are as under:
- a. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India;
E-mail: rajivmathur23@gmail.com
 - b. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC;
E-Mail id: jagmohan.garg@gmail.com
 - c. Shri Rudhra Gangadharan, IAS(Retd.), Ex-Secretary, Ministry of Agriculture;
E-Mail: rudhra.gangadharan@gmail.com

35.0 LOCAL CONDITIONS:

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

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

36.0 SPECIFICATIONS:

Before submission of Bids, Bidders are requested to make themselves fully conversant

with all Conditions of the Bid Document and other relevant information related to the works/services to be executed under the contract.

37.0 Purchase preference policy (linked with Local Content) (PP-LC) notified vide letter no.O-27011/44/2015-ONG/II/FP dated 25.04.2017 of MoPNG.

37.1 In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

37.2 Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) of **50%**

37.2.1 **Such bidders shall furnish following undertaking on its letter head along with their techno-commercial bid. The undertaking shall become a part of the contract.**

“We _____ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. _____.”

37.2.2 **Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor.**

“We _____ the statutory auditor of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. _____ (to be filled by the work center as notified at Enclosure I of the policy) quoted vide offer No. _____ dated _____ against OIL tender No. _____ by M/s _____ (Name of the bidder).”

Note: In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.

37.2.3 At the bidding stage the bidder shall provide Break-up of “Local Component” and “Imported Component” in the prescribed format enclosed as **Proforma-BB (PP-LC)** of the policy and shall be uploaded by the bidders along with their price bid in the e-procurement portal.

37.3 Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference to 10% i.e. where the evaluated price is with 10% of the evaluated lowest price of Non Local Content (NLC) bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.

37.3.1 Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

37.4 ~~Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.~~

37.4.1 ~~However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.~~

37.4.2 ~~When the tendered goods/services cannot be divided in the exact ratio of 50% / 50% then OIL reserve the right to award on lowest eligible PP LC bidder for quantity not less than 50%, as may be dividable.~~

~~— For example~~

~~— In case tendered quantity is 3 (not divisible in the ratio of 50:50), PP LC bidder shall get order for 2 nos. only and the rest will go to L-1 (NLC bidder).~~

~~OR~~

~~— (Alternate clause applicable for cases where tendered quantity cannot be divided).~~

37.5 ~~The tendered quantity is not splittable / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.~~

37.6 For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-27011/44/2015-ONG/II/FP dated 25.04.2017.

37.7 The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.

OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

37.8 Determination of LC:

37.8.1 LC of Services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of services.

37.8.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) Cost of component (material), which is used.
- b) Manpower and consultant cost, cost of working equipment/facility, and
- c) General Service cost, excluding profit, company overhead cost, taxes and duties.

37.8.3 The criteria for determination of cost of local content in the service shall be as under:

- a) In the case of material being used to help the provision of service, based on country of origin.
- b) In the case of manpower and consultant based on INR component of the services contract.
- c) In the case of working equipment/facility, based on country of origin and
- d) In the case of general service cost, based on the criteria as mentioned in clauses a, b and c above.
- e) Indian flag vessels in operation as on date.

37.8.4 Determination of Local Content: The determination of local content of the working equipment/facility shall be based on the following provision.

Working equipment produced in the country is valued as 100% (one hundred percent) local

content, working equipment produced abroad is valued as much as nil (0% percent) local content.

37.9 Calculation of LC and Reporting:

37.9.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

37.9.2 Formats for the calculation of LC of services may be seen at **Enclosure-III** of the policy document.

37.10 Certification and Verification:

37.10.1 Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows:

37.10.1.1 At bidding stage:

a) Price Break-up

(i) The bidder shall provide break-up of “Local Component” and “Imported Component” along with the price bid as per provisions under clause 37.3.

(ii) Bidder must have LC in excess of the specified requirement.

b) Undertaking by the bidder

i. The bidder shall submit undertaking along with the techno-commercial bid as per clause no. 37.1, such undertaking shall become a part of the contract.

ii. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.

c) Statutory Auditor’s Certificate

The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause 37.2.

37.10.1.2 After Contract Award

a) In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the contractor and certified by the Director/Authorized Representative of the Company.

b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.

37.10.2 Each supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

37.10.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of Local Content for the total work/purchase of the pro-rata Local Content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

- 37.10.4** Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.
- 37.10.5** OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.
- 37.11** **Sanctions:**
- 37.11.1** OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.
- 37.11.2** The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 37.11.3** If the bidder does not fulfill his obligation after the expiration of the period specified in such warning, OIL shall initiate action for blacklisting such bidder/ successful bidder.
- 37.11.4** A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.
- 37.11.5** In pursuance of the clause No. 37.11.4 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached at Proforma - L) equivalent to the amount of PBG.

END OF PART - 1

&&&&

PART – 2

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

1.0 VITAL CRITERIA FOR BID ACCEPTANCE: The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected. Bidders are advised not to take any exception/deviations to the bid document.

2.0 GENERAL CONFORMITY

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

3.0 EVALUATION CRITERIA:

3.1 TECHNICAL EVALUATION CRITERIA

3.1.1 The Bidders must meet the following experience criteria in the last seven (07) years preceding the date of Original Bid Closing.

3.1.2 EXPERIENCE OF THE BIDDER:

(i) Bidders must have successfully completed onshore 2D seismic survey with a minimum cumulative total of **150 LKM or 75 SQKM** of onshore 3D seismic survey in the last **seven (07)** years preceding the date of Original Bid Closing.

Bidders must submit documentary evidence as:

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

OR

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

OR

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

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

Bidders must submit documentary evidence as:

Contract/Agreement copy clearly mentioning explosive as energy source using mechanized drilling rigs with satisfactory completion/performance report clearly mentioning Contract/Agreement No. and volume of job completed.

OR

Contract/Agreement copy clearly mentioning explosive as energy source using mechanized drilling rigs with proof of settlement / release of final payment against the contract.

OR

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

(iii) **Foreign Bidders:** Bidder (s) shall have experience mentioned in sub clause (i) and (ii), out of which the Bidder(s) must have successfully carried out a minimum of **75 LKM of onshore 2D Seismic Data Acquisition or 37.5 SQKM of onshore 3D seismic** data acquisition in two countries other than the country of origin in the last **Seven (07)** years as preceding the date of Original Bid Closing.

OR

Bidder (s) shall have experience mentioned in sub-clause (i) and (ii), out of which the Bidder(s) must have successfully carried out a minimum of **75 LKM of onshore 2D** seismic data acquisition or **37.5 SQKM of Onshore 3D Seismic** Data Acquisition in a single survey block in India in the last Seven (07) years as preceding the date of Original Bid Closing.

Bidders must submit documentary evidence as:

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

OR

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

OR

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

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

- i. Details of experience and past performance of the bidder and the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), on works/jobs done of similar nature in the past, indicating areas and clients are to be submitted along with the Technical Bid, in support of the experience criteria laid down above as per enclosed **Proforma-T**.
- ii. **Indian Companies/Joint Venture Companies:** Indian bidders whose proposal for technical collaboration/joint venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval, on their application submitted to SIA, prior to the date of price bid opening. Bidder must submit along with their technical bid Memorandum of Understanding(MOU)/Agreement with their technical collaborator / Joint venture partner (in case of Joint venture) clearly indicating their roles & responsibilities under the scope of work.
- iii. MOU/Agreement concluded by the bidder with technical collaborator/joint venture partner (in case of Joint Venture), must also be addressed to the Company, clearly stating that the MOU Agreement is applicable to this tender and shall be binding on them for the entire contract period. The MOU must unconditionally and unequivocally declare that the MOU shall remain valid during the validity of the Contract. Notwithstanding the MOU/Agreement, the responsibility of completion of job under this contract will be with the bidder.
- iv. The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised. In case of involvement of overseas bidder, the MOU / Agreement should be notarised / endorsed by Indian Embassy.

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

- a) Acceptable Memorandum of Understanding (MOU) has to be made between the consortium partners, which should be duly signed by the authorized executives of the consortium members clearly defining the role/scope of work of each partner/member, binding the members jointly and severally to any & all responsibilities and obligations under the contract, if awarded, and identifying the Leader of the Consortium.
- b) The leader of the consortium must satisfy the minimum experience requirement as per clause **3.1.2** above.
- c) The leader of the consortium must confirm unconditional acceptance of full responsibility of executing the “Scope of Work” of this tender. This confirmation must be submitted along with the technical bid.
- d) MOU/Agreement concluded by the bidder with consortium partners, should be addressed to the Company, clearly stating that the MOU/ Agreement is applicable to this Tender and shall be binding on them for the entire contract period, including extension, if any. The MOU must unconditionally and unequivocally declare that the MOU shall remain valid during the validity of the Contract. The MOU/Agreement should be submitted along with the Technical bid.
- e) Only the Leader of consortium shall submit the bid and the contract to be signed by all the consortium members, if awarded. The requisite Bid Security and Performance Security must be submitted by the leader of consortium and on behalf of the consortium.
- f) The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised. In case of involvement of overseas bidder, the MOU / Agreement should be notarised / endorsed by Indian Embassy.

3.1.5 Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of the Parent/Subsidiary Company: Offers of those bidders who themselves do not meet experience criteria as stipulated in clause **3.1.2** above can also be considered provided the bidder is a **100%** subsidiary company of the parent company which meets the above mentioned experience criteria or the parent company can also be considered on the strength of its **100%** subsidiary company. However, the parent/subsidiary company of the bidder should on its own meet the technical experience as aforesaid and should not rely on its sister subsidiary/co-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 **Proforma - N**, between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee, as per format furnished vide **Proforma - O**, from the parent/subsidiary company to OIL for fulfilling the obligations under the agreement, along with the technical bid.

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

- (a) Provided that the sister subsidiary/co-subsidiary company and the bidding company are both **100%** subsidiaries of an ultimate parent/holding company either directly or through intermediate **100%** subsidiaries of the ultimate parent/holding company or through any other **100%** subsidiary company within the ultimate parent/holding company. Documentary evidence to this effect to be submitted by the ultimate parent/holding company along with the technical bid.

(b) Provided that the sister subsidiary/co-subsidary company on its own meets the technical experience criteria laid down in clause **3.1.2** above and not through any other arrangement like technical collaboration etc.

(c) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide **Proforma - Q**, between them, their ultimate parent/holding company, along with the technical bid.

3.1.7 In both the situations mentioned in 3.1.5 and 3.1.6 above, following conditions are required to be fulfilled/documents to be submitted:

(i) Undertaking by Supporting Company or Ultimate Parent Company to provide a Performance Security (as per format and instructions enclosed at **Proforma - R**), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Security for an amount which is sum of Performance Security amount to be submitted by the bidder and additional Performance Security amount required to be submitted by the supporting company / ultimate parent company. In such case bidding company shall furnish an undertaking that their foreign based supporting company / ultimate parent company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

(ii) Undertaking from the supporting company / ultimate parent company to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

Note: In case Supporting Company / ultimate parent company fails to submit Performance Bank Guarantee as per (i) above, Bid Security submitted by the bidder shall be forfeited.

3.1.8 Any party who is extending support by way of entering into consortium/collaboration/Joint Venture agreement or MOU with another party shall not be allowed to submit an independent Bid against this tender. Under such situation both the Bids shall be rejected. Further, all Bids from parties with technical collaboration support from the same principal against this tender shall be rejected.

3.1.9 **Scope of Work/Terms of Reference:** The bids will be technically evaluated based on the requirements furnished in **Section-II** (Scope of Work/Terms of Reference). Bids which do not conform to the minimum specifications of equipment, hardware and software furnished therein and do not include all the jobs/services mentioned in the tender document will be considered as incomplete and rejected. **Bidder must submit the check list-3.**

3.1.10 **Equipment & Accessories:** The years of the vintage of equipment to be offered are specified in **Annexure-II**. Bidder has to submit the documentary evidence in support of the Vintage of the equipment which bidder proposes to deploy in the field for the execution of the contract as per the Annexure -II. Bids shall be liable for rejection if the equipment offered do not meet the specified requirement. **Bidder must submit the Check list-1.**

3.1.11 **Key Personnel:** The years of experience of the key personnel to be offered are specified in **Annexure-I**. Bidder must submit detailed Bio-data of all its key personnel as per **Proforma-U** to be deployed along with the technical bid. Bidder shall deploy the same persons whose Bio-data is offered in the bid for data acquisition. They shall not be replaced or transferred without prior notification to the Company. Company's approval is essential in case they are desired to be replaced by the bidder with equally competent persons satisfying minimum experience criteria and Company's decision in this regard will be final. Bids shall

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

3.1.12 Mobilization: The bidder must categorically confirm the Technical Bid that in the event of award of contract, mobilization shall be completed within Ninety (90) days from the date of issue of LOA by Company as per the **Proforma-S** and Check List-1. Bidders should quote lump sum mobilization charges which should not exceed 5% (five percent) of the total evaluated contract value as per price bid format. However, mobilization charges if quoted in excess of 5% of the estimated contract cost, the excess amount shall be paid only after successful completion of the contract. **In case, the last date of scheduled mobilization of 90 days falls within the non- operating period the mobilization date would be extended upto end of monsoon break.**

3.1.13 Mobilization shall be deemed to be completed when all personnel, equipment, tools, consumables and field crew are mobilized and also the equipment are fully tested & calibrated and necessary pre-acquisition experimental work conducted as specified in scope of work and first regular production record is taken and accepted by the Company. The time spent on the pre-acquisition experimental work is inclusive in the above mobilization period. Bidders must provide categorical confirmation of their capability and intent to meet this timing in their Technical Bid otherwise their Bid will be rejected.

3.2 **FINANCIAL EVALUATION CRITERIA:**

3.2.1 The bidder must have minimum annual financial turnover of at least of **Rs 23.46 Crores** or **USD 3.24 Million** (or equivalent in any other foreign currency) in any of preceding three (3) financial years as per the Audited Annual Reports. **The Net Worth of the bidder is to be positive for preceding financial /accounting year.** The bidder has to submit the Audited Annual Report of last three years as supporting documentary evidence.

3.2.2 In case the bidder is a newly formed company (i.e. one which has been incorporated in the last 5 years from the date of un-priced bid opening of the tender) who does not meet financial criteria as mentioned in above clause 3.2.1 by itself and submits his bid based on the financial strength of his promoter company, then promoter company must have annual turnover of at least of **Rs. 23.46 Crores** or **USD 3.24 Million** (or equivalent in any other foreign currency) in any of preceding three (3) financial years as per the Audited Annual Reports. **The Net Worth of the promoter company is to be positive for preceding financial / accounting year.** For the purpose of this clause, Promoter Company means the Company, which has more than 50% share in the bidder company. Documentary evidence in this regard is to be submitted by the bidder along with the Technical Bid. The bidder has to submit the Audited Annual Report of the promoter company of last three years as supporting documentary evidence. In addition, the following documents are to be submitted along with the technical bid:

- i. Corporate Guarantee on promoter company's letter head signed by an authorized official undertaking that they would financially support the newly formed company for executing the project/job in case the same is awarded to them, and
- ii. Documents in support that the bidder is a newly formed company i.e. one which has been incorporated in the last 5 years from the date of un-priced bid opening of the tender.
- iii. Documents in support of share holding pattern of the bidding company.
- iv. Undertaking by Promoting Company to provide a Performance Security (as per format and instructions enclosed at **Proforma - R**), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the bidding company is the successful bidder. In cases where foreign based promoting company does not have Permanent Establishment in India, the bidding company can furnish Performance Security for an amount which is sum of Performance Security amount to be submitted by the bidder

and additional Performance Security amount required to be submitted by the promoting company. In such case bidding company shall furnish an undertaking that their foreign based promoting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

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

i) Annual Turnover of the parent/ultimate parent/holding company in any of preceding three (3) financial years shall be **23.46 Crores** or **USD 3.24 Million** (or equivalent in any other foreign currency).

ii) **Net Worth of the parent/ultimate parent / holding company should be positive for the accounting year preceding the original bid closing date.**

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

iv) The bidder is a subsidiary company of the parent/ultimate parent /holding parent company.

3.2.4 If the bid is from a Consortium of companies, then at least one member of the consortium must have average annual turnover of at least **23.46 Crores** or **USD 3.24 Million** (or equivalent in any other foreign currency) in any of preceding three (3) financial years and the other member(s) of the consortium must have at least average annual turnover (individually) of **Rs. 11.73 Crores** or **USD 1.62 Million** (or equivalent in any other foreign currency) in any of preceding three (3) financial years. The **Net Worth of all the consortium partners individually should be positive for the accounting year preceding the original bid closing date.**

3.2.5 Deleted

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

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

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

OR

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

b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of

India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

c) In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.

3.3 COMMERCIAL EVALUATION CRITERIA: The following vital commercial criteria should be strictly complied with failing which the bid will be rejected:

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

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

3.3.3 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of OIL's Chief General Manager (Contracts), Oil India Limited, Duliajan – 786602, Dibrugarh, Assam India on or before 12.45 Hrs(IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.

3.3.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

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

3.3.6 Bidders must quote rates in accordance with the price schedule outlined in **PRICE BID FORMAT (Proforma-B)**; otherwise the Bid will be rejected. However, if no charge is involved for any of the work/item, '**NIL**' should be mentioned against such part of work. If any item in the Price Bid Format is left blank, then it will be construed that for that item bidder has quoted rate as "0". However, if a bidder indicates that they are not quoting for all the items then their offer will be rejected.

3.3.7 The Bid documents are not transferable. Offers made by bidders who have not been issued the bid document by the Company will be rejected.

3.3.8 Bidders shall quote directly and not through their Agent/Representative/Retainer/Associate in India. Bids submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.

3.3.9 Any Bid containing a false statement shall be rejected.

3.3.10 The Bids and all uploaded documents must be digitally signed using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization

name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

3.3.11 Contractor shall bear, within their quoted rates, all the taxes and duties including the personal tax as applicable in respect of their personnel and sub-contractor's personnel, arising out of execution of the contract. Also, the Corporate Tax as applicable on the income from the contract will be to Contractor's account. However, their rates will be exclusive of GST and same has to be quoted in the space provided in the Price Bid Format.

3.3.12 The lump sum Mobilization Charges quoted by the Bidders must not exceed **5 % (five percent)** of the total evaluated Contract value. **However, mobilization charges if quoted in excess of 5 % of the estimated contract cost, the excess amount shall be paid at the end of the contract.**

3.3.13 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.

3.3.14 There must be no exception to the following Clauses including sub-clauses, otherwise the Bid will be rejected:

- i. Performance Guarantee Bond Clause
- ii. Force Majeure Clause
- iii. Tax liabilities Clause
- iv. Arbitration Clause
- v. Acceptance of Jurisdiction and Applicable Law Clause
- vi. Liquidated damage and penalty clause
- vii. Safety and Labour Law
- viii. Insurance Clause
- ix. Termination Clause
- x. Integrity Pact

3.4 BID EVALUATION CRITERIA:

3.4.1 The compliance statement (enclosed **Proforma-D**) should be digitally signed and uploaded along with the technical bid (un-priced). The compliance Statement (**Proforma-D**) clearly indicating **"NIL Exception/Deviation"** to Tender clauses should be uploaded along with the Technical bid.

3.4.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

3.4.3 If any clauses in the BEC contradict clauses elsewhere in the Bid Document, then the clauses in the BEC shall prevail.

3.4.4 The Company reserves the right to cancel/withdraw the tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the bidders or any obligation to inform the bidders of the grounds of Company's action.

3.4.5 Bid involving a party in any form whose name is appearing in the prevailing list of banned/blacklisted vendors of OIL INDIA LIMITED shall be rejected outright.

3.4.6 The bids conforming to the Scope of Work, Terms and Conditions stipulated in the bidding document and considered to be responsive after subjecting to bid rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria described hereunder.

3.4.7 Commercial Bids (Price Bids) of only the technically qualified bidders subjected to BEC/BRC and **have scored minimum Qualifying marks in** Quality and Cost Based Selection (QCBS) will be opened on a predetermined date and the same will be evaluated taking into account the following factors viz. sum total cost of all components quoted by the bidders as per Price Bid Format (**Proforma – B**), mobilization commitment, suitable work plan with firm commitment of deployment of adequate resources and the bidder's past performance in OIL's project (s), if any. The contract will be awarded to bidder who scores the **highest Evaluated Bid Score (B)****.

3.4.8 It is, however, to be clearly understood that the assumptions made in respect of the quantity of various items in the Price Bid Format (**Proforma-B**) are only for the purpose of evaluation of the bids. The Contractor will be paid on the basis of actual quantum of jobs carried out during job execution. However, execution of jobs in excess of the quantity mentioned herein requires Company's prior approval.

3.4.9 Arithmetical errors, if any, in the price bids will be rectified on the following basis.

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

3.4.10 For evaluation of the bids, B.C. Selling market rate of State Bank of India, CAG Branch, Kolkata, prevailing one day prior to the price bid opening or the latest rate available as on one day prior to the price bid opening will be considered. Where the time lag between the price bid opening and final decision exceeds three months, the rate of exchange prevailed on the date prior to the date of final decision will be adopted for Conversion in to single currency.

3.4.11 **Customs Duty:** In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil & IGST @5%) subject to conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.

Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017.

3.4.12 **Goods & Service Tax:** The bidder is to quote the rates/prices inclusive of all statutory liabilities, except the Goods & Service Tax(GST). GST as applicable shall be extra to OIL's account limiting to the rate quoted by the bidder until any statutory change takes place. However, the liability of payment of GST 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 GST to the Competent Authorities.

3.5 EVALUATION OF BIDS FOR QUALITY

- i. Bids qualifying as per **Technical Evaluation Criteria (3.1 above)** and **Financial Evaluation Criteria (3.2 above)** shall be eligible for this evaluation.
- ii. Bids shall be evaluated both in terms of **Quality** as well as **Quoted Price** i.e. Quality & Cost Based Selection (**QCBS**) methodology. The weightage for **Quality** is 50 and the weightage for the **Quoted price** is 50
- iii. The marks allocated against various subsections under **Quality** of Bid shall be as hereafter.

3.5.1 Broad classification

Sl.	Quality Criteria	Marks
1	Bidder's experience	40
2	Annual Turnover	10
	Total=	50

3.5.2 Sub breakup of marks shall be as under:

Sl.	Quality Criteria	Marks
(1)	Experience of the Bidder's	40 (Max)
(a)	Experience of successful completion of onshore seismic survey in the last seven (07) years preceding the date of Original Bid Closing.	10(Max)
i)	Cumulative total of 150 LKM to 187.5 LKM of onshore 2D Seismic Survey OR75 SQKM to 93.75 SQKM of onshore 3D Seismic Survey.	6
ii)	Cumulative total of greater than 187.5 LKM and less than or equal to 225 LKM of onshore 2D Seismic Survey ORgreater than 93.75 SQKM and less than or equal to 112.5 SQKM of onshore 3D Seismic Survey.	8
iii)	Cumulative total of more than225 LKM of onshore 2D Seismic Survey ORmore than 112.5 SQKM of onshore 3D Seismic Survey.	10
(b)	Experience with mechanized drilling rigs and explosives as a source in the last seven (07) years preceding the date of Original Bid Closing. However, in case of mixed energy source in which explosive is used as one of the sources will also be considered.	10(Max)
i)	Experience of completion of One project.	8
ii)	Experience of completion of Two OR more than Two projects.	10
(c)	Foreign / Indian Bidders: Experience of successful seismic data acquisition in two countries other than the country of origin in the last Seven (07) years as preceding the date of Original Bid Closing.	10 (Max)
i)	Cumulative total of 75 LKM to 112.5 LKM of onshore 2D Seismic survey OR37.5 SQKM to 56.25 SQKM of onshore 3D seismic survey.	8
ii)	Cumulative total of More than112.5 LKM of onshore 2D Seismic survey ORmore than56.25 SQKM of onshore 3D seismic survey.	10
OR		
	Bidder (s) experience of successful completion of Seismic Data Acquisition in a single survey block in India in the last Seven (07) years as preceding the date of Original Bid Closing.	10 (Max)

i)	75 LKM to 112.5 LKM of onshore 2D seismic survey OR37.5 SQKM to 56.25 SQKM of Onshore 3D Seismic Survey.	8	
ii)	More than 112.5 LKM of onshore 2D Seismic Survey OR more than 56.25 SQKM of onshore 3D seismic Survey.	10	
(d)	Experience of the Bidder's: Strength of the Bidder i.e. the offer submitted on its own strength or through Joint venture partner (s)/Collaborator(s) / Consortium of companies.	10 (Max)	
i)	Offer submitted by bidder through Joint venture partner (s)/Collaborator(s) / Consortium of companies.	8	
ii)	Offer submitted by single bidder i.e. on its own strength only	10	
(2)	Annual Turnover of the bidder		10(Max)
(a)	Annual Turnover in any of the preceding 3(Three) financial years	10(Max)	
(i)	Annual Turnover greater than or equal to ₹23.46 Crore but less than ₹46.92 Crore	6	
(ii)	Annual Turnover greater than or equal to ₹46.92 Crore but less than ₹70.38 Crore	8	
(iii)	Annual Turnover greater than or equal to ₹70.38 Crore	10	

Note:

- I. It shall be the bidder's responsibility to ensure submission of unambiguous /clear and sufficient documentary evidence in support of the evaluation criteria.
- II. OIL reserves the right to verify any or all data/document/information provided by the bidder. False statement by Bidder will make it liable for appropriate action.
- III. The Minimum Qualifying Marks a bid shall have to meet in Quality Criteria is 36 Marks (Out of 50 marks). Bidders not scoring the minimum qualifying marks in Quality Criteria shall be rejected.

3.6

3.7 EVALUATED BID PRICE:

Qualified Bids (subjected to BEC/BRC and meeting the minimum Qualifying Marks of 36 in Quality Criteria) and conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive and shall be considered for further evaluation as per the Evaluation Criteria given below:

1.0 The bidders must quote their Prices in the manner as called for vide Price Bid [Proforma-B].

2.0 **Commercial Bids shall be evaluated taking into account the Price quoted as per Proforma-B including quoted GST.**

3.0 Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST which shall be quoted separately in the Price Bid format.

3.8 INTER-SE-RANKING OF THE QUALIFIED BIDS:

A. To ascertain the inter-se-ranking of the bids the Quality & Cost Based Selection **(QCBS) methodology** as mentioned below shall be adopted:

An **Evaluated Bid Score (B)** will be calculated for each bid, which meets the minimum Qualifying marks of 38 in Quality Evaluation Criteria, using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid:

$$B = (C_{\text{low}}/C) * 100 * X + (T/T_{\text{high}}) * 100 * (1 - X)$$

Where,

C = Evaluated Bid Price of the bidder

C_{low} = The lowest of the evaluated bid prices among responsive bids

T = The total marks obtained by the bidder against *Quality* criteria

T_{high} = The total marks achieved by the best bid among all responsive bids against *Quality* criteria

X = 0.5(The weightage for *Quality* is 50 and the weightage for the *Quoted price* is 50)

Note: The **Evaluated Bid Score (B)** shall be considered upto two decimal places.

1.0 The bid with the **highest Evaluated Bid Score (B)**** will be **recommended for award of contract**.

2.0 In the event of two or more bids having the same highest Evaluated Bid Score (B), the bid scoring the highest marks against **Quality criteria** will be recommended for award of contract.

(B) As per clause no. 4.0 [below] – Purchase Preference Clause, MSE bidder's quoting prices within a band of L1 [lowest quoted price] +15% are eligible for award subject to matching the L-1 price [lowest quoted price] or PP-LC bidder's quoting prices within a band of L1 [lowest quoted price] +10% are eligible for award subject to matching the L-1 (Non-PP-LC) bidder. For evaluation of such bidder's meeting/claiming for MSE or PP-LC price preference [subject to fulfilling the respective tender criteria], same commercial weightage will be given to those bidders as those of L-1 [lowest quoted price] for evaluation and arrived at the Evaluated Bid Score (B). In cases, where bidder's claiming MSE or PP-LC scores the highest Evaluated Bid Score (B), offer will be made to such bidder for matching the L-1 price [lowest quoted price] and on matching contract will be awarded. The total price will be matched by reducing the rates of the individual line items proportionately. The bidder must confirm to match the rates within 10 days of receipt of intimation from OIL. In case of non-matching original bidder scoring the highest Evaluated Bid Score (B)'s will be awarded.**

4.0 PURCHASE PREFERENCE CLAUSE:

4.1 Purchase Preference to Micro and Small Enterprises:

4.1.1 Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.

4.1.2 In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. [Subjected to **scoring the highest Evaluated Bid Score (B)**].

4.1.3 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

4.1.4 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

4.1.5 DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

4.2 Purchase preference Policy (linked with Local Content) (PP-LC)

4.2.1 Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG and subsequent amendment(s), if any shall be applicable in this tender.

4.2.2 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified at clause No.37.0 of ITB and shall have to submit all undertakings / documents applicable for this policy.

5.1 Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match their rates with that of L-1 bidder for award of contract[Subjected to **scoring the highestEvaluated Bid Score (B)**]. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder for award of contract[Subjected to **scoring the highestEvaluated Bid Score (B)**].

5.2 Where MSE is already L-1 in the tender evaluation, contract for L-1 portion shall be straightway awarded to MSE, without considering any Purchase Preference for PPLC bidder.

5.3 In case L-1 bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder as per 'PPP for MSE-Order 2012'.

NOTES TO BEC:

1. All supporting documents/information as called for in compliance to various clauses of BEC above must be submitted along with the Technical Bid, failing which the Bid shall be liable for rejection.

2. These supporting documents must be self-certified/digitally signed by Bidder's authorized person. Company also reserves the right to verify the original documents.

3. The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Price Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/ parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.

4. **The Bidder must submit the Check list-3.**

END OF PART-2

&&&&

Part-3
SECTION-I
GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

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

- (a) "The Contract" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "The Work" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) "Company" or "OIL" means Oil India Limited;
- (e) "Contractor" means the Contractor performing the work under this Contract.
- (f) "Contractor's Personnel" means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) "Company's Personnel" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) "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.
- (i) "Wilful Misconduct" means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
- (j) "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.
- (k) The Field seasons shall imply and be defined as the number of Operating months from November to May as monsoon break prevails generally from June to October in this part (Assam & Arunachal Pradesh) of India.

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

2.1 **EFFECTIVE DATE:** The contract shall become effective as of the date Company notifies Contractor in writing (through Letter of Award) that it has been awarded the contract.

2.2 **MOBILISATION TIME:** The bidder must categorically confirm in the Technical Bid that in the event of award of contract, mobilization shall be completed within Ninety (90) days from the date of issue of LOA by Company as per the Proforma-S and Check List-1. Bidders should quote lump sum mobilization charges which should not exceed **5% (five percent)** of the total evaluated contract value as per price bid format. **However, mobilization charges if quoted in excess of 5% of the estimated contract cost, the excess amount shall be paid only after successful completion of the contract. In case, the last date of scheduled mobilization of 90 days falls within the non- operating period (June to October) or the mobilization date would be extended upto end of monsoon break.**

Mobilization shall be deemed to be completed when all personnel, equipment, tools, consumables and field crew are mobilized and also the equipment are fully tested & calibrated and necessary pre-acquisition experimental work conducted as specified in scope of work and first regular production record is taken and accepted by the Company. The time spent on the pre-acquisition experimental work is inclusive in the above mobilization period. Bidders must

provide categorical confirmation of their capability and intent to meet this timing in their Technical Bid otherwise their Bid will be rejected.

2.3 **DATE OF COMMENCEMENT OF OPERATION:** The date on which the mobilization is completed in all respects is treated as date of Commencement of Operation.

2.4 **DURATION OF CONTRACT:** The duration of Contract is for a period of 5 (five) operating months reckoned from the commencement Date of the Operation.

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

3.1 Perform the work described in the Terms of Reference (Section II) in most economic and cost effective manner.

3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract provide all personnel as required to perform the work.

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

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

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

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

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

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

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

5.0 **PERSONNEL TO BE DEPLOYED BY CONTRACTOR**

5.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable Company and statutory safety requirement. Upon Company's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.

5.2 The Contractor shall be solely responsible throughout the period of this contract for providing all requirements of their personnel including but not limited to their transportation to & fro Duliajan/field site, enroute/local boarding, lodging, medical attention etc. Company shall have no liability or responsibility in this regard.

5.3 Contractor's key personnel shall be fluent in English language (both writing and speaking).

6.0 **WARRANTY AND REMEDY OF DEFECTS**

6.1 Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with the highest degree of quality, efficiency and current state of the art technology/oil field practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance which Company may, from time to time, furnish to the Contractor.

6.2 Should Company discover at any time during the tenure of the Contract or within 3(three) months 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 with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information:

(a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company ; or

(b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.

7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.

7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company.

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

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

i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company ;

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

8.0 **TAXES:**

8.1 Tax levied on Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.

8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.

8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

8.4 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.

8.5 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.

8.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.

8.7 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor (except basic customs duty) shall be borne by the Contractor.

9.0 **GOODS AND SERVICES TAX**

9.1 **GENERAL REMARKS ON TAXES & DUTIES:**

In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in **GST**. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored.

9.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.

9.3 "**GST**" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "**GST**" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the

import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

9.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods / Services (Service Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

9.5 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in SOR.

9.6 **Where the OIL is entitled to avail the input tax credit of GST:**

9.6.1 OIL will reimburse the **GST** to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the executed quantities, the amount on which the **GST** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

9.6.2 The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

9.7 **Where the OIL is not entitled to avail/take the full input tax credit of GST:**

9.7.1 OIL will reimburse **GST** to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of **GST** subject to the ceiling amount of **GST** as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which **GST** is applicable will be modified on pro-rata basis.

9.7.2 The bids will be evaluated based on total price including **GST**.

9.8 Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.

9.9 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of **GST** against such invoice.

9.10 **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.

9.11 **GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.

9.12 Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not

attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.

9.13 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.

9.14 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.

9.15 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.

9.16 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

9.17 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/ taxes finally assessed is on the lower side.

9.18 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.

9.19 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

9.20 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

9.21 In case of statutory variation in **GST**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case OIL is not entitled for input tax credit of **GST**, then any increase in the rate of **GST** beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate **GST** shall be passed on to the OIL.

Beyond the contract period, in case OIL is entitled for input tax credit of **GST**, then statutory variation in applicable **GST** on supply and on incidental services, shall be to OIL's account.

Claim for payment of **GST**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST**, otherwise claim in respect of above shall not be entertained for payment of arrears.

The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

9.22 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

9.23 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

9.24 OIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

9.25 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

9.26 **Documentation requirement for GST**

The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner

- a) The original copy being marked as ORIGINAL FOR RECIPIENT;

- b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

9.27 Anti-profiteering clause

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.

9.27.1 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

10.0 INSURANCE:

10.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its subcontractor during the currency of the contract including the third party items/consumables. For materials/equipment belong to the Contractor or its sub-contractor, Contractor may self-insure the same.

10.2 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 or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.
- d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- 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.

10.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.

10.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.

10.5 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

10.6 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

10.7 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

10.8 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.

11.0 CHANGES:

11.1 During the performance of the work, Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.

11.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section III). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

12.0 FORCE MAJEURE:

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

12.2 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.

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

13.0 TERMINATION:

13.1 **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, thereof.

13.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 11.0 above.

13.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

13.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

13.5 **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.

13.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

13.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from **13.1** to **13.6** 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.

13.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

13.9 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

13.10 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.

14.0 **SETTLEMENT OF DISPUTES AND ARBITRATION:**

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

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

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the

claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

2. The number of arbitrators and the appointing authority will be as under:

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

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

7. The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for

travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

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

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.

11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

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

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

15.0 NOTICES:

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

Company

a) For contractual matters

CGM (Contracts)
OIL INDIA LIMITED
PO DULIAJAN - 786602
ASSAM, INDIA

Fax No. 91-374-2803549

Email: contracts@oilindia.in

b) For technical matters

Chief General Manager- Geophysics
OIL INDIA LIMITED
PO Duliajan - 786602,
Assam, India

Email: hgp@oilindia.in

c) Contractor

Fax No. :

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

16.0 SUBCONTRACTING/ASSIGNMENT:

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

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

17.0 MISCELLANEOUS PROVISIONS:

17.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

17.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

17.3 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.

17.4 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.

18.0 LIQUIDATED DAMAGES:

18.1 LD for Default in timely commencement: Time is the essence of the Contract. In the event of default on the part of successful Bidder in timely mobilizing its resources and field crew at site to commence the work within the stipulated period from the date of issue of LOA, the Bidder shall be liable to pay liquidated damages(LD).In the event of the Contractor's default in timely mobilization as defined in Clause No. 2.2 above for commencement of seismic survey within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% (half percent) of the total value of the contract for delay per week or part thereof, subject to maximum of 7.5% (seven and half percent) of total contract value. Liquidated damages will be reckoned after 90 days from the date of notification of award of the Contract(LOA) issued by Company.

18.2 However, in any case the sum of total amount of Liquidated Damages, payable if any against this agreement under provision of Clause No. 18.1 above together, will not exceed

7.5% of total evaluated agreement value. Liquidated Damages asset forth above is the genuine pre-estimate agreed by both the parties for the damages on account of delay in job execution and the said amount shall be payable without proof of actual loss or damage caused by such delay/breach. Company shall without prejudice to any other right or remedy available to it, recover the amount so calculated from Contractor as agreed liquidated damages and not by way of penalty.

18.3 Penalty for Default in timely completion: Bidder shall put all out effort to complete the entire work of **150 LKM** data acquisition in **5 (five) operating months** from the date of commencement of work excluding the monsoon break. If the bidder is unable to complete the schedule work i.e. **150 LKM** of 2D data acquisition within the stipulated time period, the bidder may be allowed to work to complete the remaining job in additional period, not exceeding two (2) operating months, however, the payment of remaining volume of job will be made at the rate of **90%** of the actual quoted per LKM rate. No payment towards the stand-by charges and camp maintenance will be made during this extended period due to non-completion of tendered volume of work within the stipulated time period.

18.4 In case the time delay in mobilization is made up by completing the job execution early by the Contractor (i.e. within the total period allowed for mobilization and job completion put together), no LD shall be deducted. Similarly, if the mobilization is completed before scheduled period of mobilization (i.e. within the time period allowed for mobilization) but completion of job execution is delayed, LD shall be applicable only for the period exceeding the total period allowed for mobilization and job completion put together along with penalty for delay in job completion mentioned under Clause 18.3 above. Further, in case both Mobilization and job completion are delayed, LD shall be applicable on both (for delay in mobilization as well as delay in job completion) along with penalty for delay in job completion mentioned under Clause 18.3 above.

18.5 In case bidder is unable to complete the schedule work as stipulated in the contract due to the reasons attributed to the bidder, company shall terminate the contract upon non-performance of the bidder. Company upon its own discretion can forfeit the PBG as compensation for the loss resulting from bidder's failure to fulfil their obligations under the Contract.

18.6 Liquidated Damages, if become payable as above, shall usually be recovered by Company from the final bill/invoice of Contractor under the contract and not from the running bill(s). However, if the amount in final bill is found to be not adequate, Company will recover the liquidated damages from the previous bill(s)/invoices.

18.7 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure by the successful bidder to submit PBG or commence/complete the assigned jobs under the contract within the stipulated period and also take other actions as may be considered appropriate.

19.0 **PERFORMANCE SECURITY:** Contractor is required to furnish Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) with validity of 03(three) months beyond the contract period or for any period specifically mentioned in the Tender. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil 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.

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

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

22.0 **LIABILITY:**

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

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

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

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

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

22.6 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.

22.7 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.

22.8 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.

23.0 **LIMITATION OF LIABILITY:** Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and/or Criminal Acts,

(a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

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

24.0 **INDEMNITY AGREEMENT:**

24.1 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/properly as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

24.2 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/properly 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.

25.0 **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.

26.0 **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).

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

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

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

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

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

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

28.0 **APPLICABLE LAW:**

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

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

- a) The Mines Act 1952- as applicable to safety and employment conditions
- b) The Minimum Wages Act, 1948
- c) The Oil Mines Regulations, 1984
- d) The Workmen's Compensation Act, 1923
- e) The Payment of Wages Act, 1963

- f) The Payment of Bonus Act, 1965
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- h) The Employees Pension Scheme, 1995
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- k) GST Act
- l) Customs Act & Rules

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

30.0 **SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of bid closing, if there is a change in or enactment of any law or change in application or enforcement or interpretation of existing law by any governmental authority or public body, which results in addition/reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company/Contractor shall reimburse the Contractor/pay Company for such additional/reduced costs actually incurred/saved by Contractor, subject to the submission of documentary evidence by Contractor/Company.

31.0 **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.

32.0 **WAIVER:** Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.

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

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

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

33.3 Bidder shall submit three (3) sets of all invoices in original to Company for processing of payment. Invoices for the charges payable under the Contract shall be submitted by

Contractor separately for foreign currency and Indian currency.

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

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

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

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

33.6 Bidder shall raise invoice for mobilization charges when field crew is ready at their site, the same are accepted by Company and completion of mobilization is duly certified by Company's representatives for continuation of job execution under the contract.

33.7 The Bidder shall raise monthly invoices for the following:

- (a) Data acquired against 2D seismic survey which are completed in all aspects (i.e. including all necessary topographic survey data, observer report etc.) and that has been handed over to the Company at Duliajan during the month.
- (b) Processed & Interpreted LVL Survey data submitted during the month.
- (c) Processed & Interpreted Up-Hole Survey data submitted during the month.
- (d) Reference points fixed using DGPS during the month and submitted along with the processed data & report.
- (e) Cost of the Explosive & Detonators actually consumed during the month.

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

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

- (a) Undertaking towards settlement of compensation for damage/loss to crop & property etc. in line with clause No.17.20 in Section-II, PART-3.
- (b) Tax clearance certificate from Income Tax Department regarding clearance of dues toward Bidder's tax liabilities, its sub-contractor tax liabilities and towards tax liabilities of its expatriate persons or the other employees.
- (c) Proof of completion of re-export formalities, if any, and any other documents as may be called for by Company in terms of Indian Laws.

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

33.11 The Company shall within 30 days of receipt of the invoice notify Bidder of any item under dispute, specifying the reason there of, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any

undisputed portion on or before the due date. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in para 33.10 above.

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

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

33.14 RATE OF PAYMENT: Company shall make the payments to the Bidder as per the quoted rates as referred to in Proforma-B.

34.0 **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.

35.0 **ENTIRE AGREEMENT**: The Contractor shall constitute the entire agreement between the Company and itself with respect to the subject matter and will supersede all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of the agreement.

36.0 **SEVERABILITY**: Should any provision of the agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

37.0 Against this Tender/Contract, OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com will be applicable. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

END OF SECTION – I

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PART- 3
SECTION-II

**SCOPE OF WORK/TERMS OF REFERENCE/TECHNICAL SPECIFICATIONS/SPECIAL
CONDITIONS OF CONTRACT**

1.0 Introduction:

1.1 OIL INDIA LIMITED (**OIL**), a Govt. of India Enterprise herein after called as “The Company” desires to carry out acquisition of 150 LKM 2-D seismic data using state-of-the-art equipment in **Kobochapori**(AA-ONHP-2017/10) falls under both Assam and Arunachal Pradesh, India. It has planned to acquire a total quantum of 2D seismic data of 150 LKM Seismic data acquisition. The acquired data must be of good quality (distinct primary reflections from all target horizons) and to have uniform fold at the extent possible, regular offsets in all subsurface coverage points (CDPs). The target formations are from Namsang (2500m depth) to Eocene (6000m depth). This part establishes the scope and schedule for the work to be performed by the Bidder and describes references to the specifications, instructions, standards and other documents including specifications for any materials, tools or equipment which Bidder shall satisfy or adhere to in the performance of the work.

2.0 Scope of Work:

2.1 The block **Kobochapori**(shown in **Fig. 01**) has difficult surface and near-surface logistics. Tentative planned seismic profiles are shown in the map. However, if the ground situation permits, some quantum of 2D seismic profile will be acquired in the land parts inside the Brahmaputra river-bed. In **Kobochapori** area, survey block is flat terrain, but rest of the area is uneven and covered with dense vegetation and has numerous river streams. The whole area of block has surface and near-surface boulder beds covered with loose sands and alluvium. Occasionally, boulder beds are exposed on the surface. Overall, the whole area has poor accessibility with no good motorable roads.

OIL from its past experience has observed that, shot hole drilling necessitates very effective mechanized drilling schemes (high power and technologically advanced drilling rigs with water pumps and compressor, technology of casing while drilling etc.). The area is drained by numerous streams which pose challenges to movements of drilling rigs and resources for the survey. The ground water table is closer to surface (10-15ft below).

During the earlier campaigns in the these areas, it is observed that results of single of **55-60ft** depth are better than the pattern holes (of 25-30ft depth). Therefore, Single shot hole of 55-60ft depth is preferable. The survey operation fair weather window in these areas is generally from **November to May**.

To overcome these prevailing surface logistics, the Bidder shall bring all the necessary and appropriate geophysical hardware, supporting ancillary equipment, suitable drilling rigs and transport facilities required to enable uninterrupted quality driven geophysical activities for covering the diverse topography of the operational areas comprising of villages with dwelling houses, plantations, agricultural lands, sandy river-bed etc. The techniques, tools & the seismic data acquisition equipment used to cover inaccessible and eco-sensitive areas (forests and tea-garden etc.) should be of the latest generation and should afford high manoeuvrability in deployment of the acquisition spread & acquiring high quality seismic data in an eco-friendly manner.

2.2 The Bidder shall with their own personnel and equipment carry out Differential Global Positioning System based survey, topographic survey, LVL and Uphole surveys, seismic recording and quality control of 2D seismic surveys in the Block.

2.3 The Bidder shall deploy the equipment, computer hardware and software of state-of-art technology for performing the services referred to in the tender and shall be fully responsible for the execution of seismic data acquisition as per the plan that will be provided by the

Company.

2.4 The Bidder shall deploy latest generation of seismic data acquisition system with minimum 24-bit delta-sigma technology and facilities of recording minimum 10000 channels per shot record. Bidder must have enough field electronics to lay on the ground so that the Tendered quantum of work can be completed in scheduled time.

2.5 The Block co-ordinates (WGS-84) are given in Table below.

Table-1:

Corner Points' Coordinates of the block AA-ONHP-2017/10					
Corner Pts.	Longitude	Latitude	Corner Pts.	Longitude	Latitude
1	95° 1' 1.200" E	27° 33' 0.000" N	17	95° 22' 1.200" E	27° 43' 1.200" N
2	95° 0' 0.000" E	27° 33' 0.000" N	18	95° 19' 58.800" E	27° 43' 1.200" N
3	95° 0' 0.000" E	27° 40' 1.200" N	19	95° 19' 58.800" E	27° 42' 0.000" N
4	95° 10' 1.200" E	27° 40' 1.200" N	20	95° 15' 0.000" E	27° 42' 0.000" N
5	95° 10' 1.200" E	27° 49' 58.800" N	21	95° 15' 0.000" E	27° 40' 1.200" N
6	95° 30' 0.000" E	27° 49' 58.800" N	22	95° 13' 58.800" E	27° 40' 1.200" N
7	95° 30' 0.000" E	27° 48' 0.000" N	23	95° 13' 58.800" E	27° 39' 0.000" N
8	95° 28' 1.200" E	27° 48' 0.000" N	24	95° 9' 0.000" E	27° 39' 0.000" N
9	95° 28' 1.200" E	27° 46' 58.800" N	25	95° 9' 0.000" E	27° 37' 58.800" N
10	95° 27' 0.000" E	27° 46' 58.800" N	26	95° 7' 58.800" E	27° 37' 58.800" N
11	95° 27' 0.000" E	27° 46' 1.200" N	27	95° 7' 58.800" E	27° 37' 1.200" N
12	95° 25' 58.800" E	27° 46' 1.200" N	28	95° 4' 1.200" E	27° 37' 1.200" N
13	95° 25' 58.800" E	27° 45' 0.000" N	29	95° 4' 1.200" E	27° 36' 0.000" N
14	95° 25' 1.200" E	27° 45' 0.000" N	30	95° 1' 58.800" E	27° 36' 0.000" N
15	95° 25' 1.200" E	27° 43' 58.800" N	31	95° 1' 58.800" E	27° 33' 0.000" N
16	95° 22' 1.200" E	27° 43' 58.800" N			

2.6 All the 2D seismic lines of the Block are to be acquired as per the pre-defined geophysical acquisition parameters. For the purpose of the payment, the formula for calculation of LKM for any incomplete line is hereunder,

The formula for calculation of LKM for any incomplete line is hereunder,

$$\text{Calculation of LKM} = \frac{\text{No. of accepted shots taken} \times 60 \text{ m}}{1000 \text{ m}}$$

For the purpose of the payment, the formula for calculation of LKM for any complete line as per plan is hereunder,

$$\text{Calculation of LKM} = \frac{(\text{No. of accepted shots} - 1) \times 60 \text{ m}}{1000 \text{ m}}$$

The data is desired to be noise free, amplitude preserved with higher bandwidth and AVO & pre-stack inversion friendly.

2.7 Bidder shall put all best efforts to acquire all the planned shots in a 2D seismic profile. However, for any avoidable deviation, the Bidder shall acquire a minimum of 80% of total shots planned and acceptable to Company in each and every planned profile. The details of the total planned shots for each profile that can't be acquired shall be submitted to company

representative with detailed explanation for approval at least two days prior to shooting. Bidder shall move to the next segment of seismic profile / next seismic profile only after receiving approval from Company. The raw field data must be in with normal (SEG) polarity in SEG-D/SEG-Y format.

- 2.8 For survey simulation and updation of acquisition geometries, Bidder shall use any of the industry standard software viz. Geoland, OMNI, MESA Expert etc. Bidder shall engage experienced geophysicist (s) as expert/ consultant to implement the given survey design & acquisition parameters and to supervise the planning of recovery shots.
- 2.9 Company reserves the option to decrease/increase the time and volume for 2D data acquisition on quantum of work of **150 LKM by $\pm 25\%$** . In case of decrease in quantum, it will be obligatory on the part of the Bidder to carry out the job at the original tender rate, terms & conditions. In case of increase in quantum, the additional quantum of work and rate has to be mutually agreed and agreed rates should not be higher than the original tender rates. The terms & conditions will remain the same as this tender.
- 2.10 Bidder shall take minimum of average 30 shots per operational day (monthly operational day average) in Kobo-chapori (AA-ONHP-2017/10). Accordingly, the Bidder shall deploy adequate numbers of mechanized drilling rigs of advanced technology (like casing while drilling provisions etc.) to record the above-mentioned minimum nos. of shots per day in the block.
- 2.11 The minimum nos. of the drilling rigs to be deployed in the operation with perfect working condition in the block are:

Area	Portable Mechanized rigs with air compressor/ pneumatic drilling	Mechanized rigs with Casing while drilling technology
Kobo-chapori	40 nos.	10 nos.

- 2.12 The Bidder has to make camping and other logistic facilities/arrangements for their field staff, transportation to field site and back. He should also ensure that good HSE policies are followed during field survey strictly. Health and safety of his/her staff is the responsibility of the bidder.

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

3.0 Objectives of the Survey:

- 3.1 The **Kobo-chapori** is highly prospective from hydrocarbon exploration point of view. Because of prevailing difficult logistics, the block has scanty data/data-gap in their larger part. As a part of new exploration campaign high quality 2D seismic acquisition is planned with the objectives including:
- To obtain geologically conformable high quality subsurface images of all the formations down to the Eocene (~ 6000m) for detail delineations of Faults, geologic beds, Pinch-out etc. that control the subsurface structures, hydrocarbon entrapment & plays.
 - For identification of prospects & leads in structural, strati-structural and stratigraphic plays of the formations (from Miocene to Eocene) viz. Girujans (3000m), Tipams (4500m), Barails (~ 5000m) and Eocene (~ 6000m).
- 3.2 The block coordinates are given herewith in Table-1 (para 2.5 above). The acquired seismic data shall have quality seismic gathers with regular folds and offsets.

4.0 Brief Geology of the area:

- The Upper Assam Basin is a poly history basin from where hydrocarbons are being produced for more than a century. The first commercial oil discovery of this part of the world came from this basin in the form of Digboi oilfield in 1889. Thereafter, the basin witnessed significant oil and gas discoveries. Exploration work, aimed at different plays, is still continuing in this basin. In present day context, tectonically, the basin can be sub-divided into two parts viz. Assam Shelf fore-land and Thrust fold / Schuppen Belt (Himalayan orogenic belt). The geologic formations in the basin primarily comprise of sand & shale alterations of the sediments from Paleocene/Eocene to Recent age.
- Major formations of this basin are Sylhet group (Eocene), Kopili (Late Eocene - Oligocene), Barail (Oligocene- Miocene), Tipam (Miocene), Girujan (Miocene), Namsang (Pliocene) and Siwalik/Dhekiajuli (Recent). Thickness of these formations varies in N-S direction (i.e. across the basin) whereas the thickness variations are less in NE-SW direction (i.e. in basinal strike direction). Thickness of Girujan, Tipam and Barail is thickening towards south, south-east and east. These formations have also northward dipping in northern side of the axis of central basement high. Sand developments in these formations are better towards north. Girujan witnessed massive erosion in late Miocene period near central basement high; at places Tipam was also got eroded to some extent. Namsang formation has 'divergent' type depositional pattern and is thickening to towards north and as well as east side of the basin. Siwalik/ Dhekiajuli have gentle beds throughout the basin.
- The regional geologic model in context of basin evolution and its depositional history propounds that the basin was dipping towards south and south-east after collision of Indian plate (Assam Shelf) with Burmese plate and the sediments came primarily from north and northeast. In the late Miocene and Pliocene period, the Indian Plate (northern side of Assam Shelf) docked with Eurasian plate and gradually the basin got tilted towards north and northeast; and in the process the basin was locked from three sides i.e. north, east and south. As a result in current tectonic set up, Thrust folds/Schuppen Belts are in the three sides i.e. north, south and east of the basin. Depressions were formed due to tilting of the basins. In Late Miocene period, the basin witnessed bulging and formation of basement high at the central part of the basin as a result of collision between Indian and Eurasian Plate. This consequently led to a regional unconformity over Girujan formation and severe erosion thereafter. In later period while the depression was being filled up by sediments to form Namsang formation, gradually the ground level became gentle and sediments started coming towards middle from north, east and south direction and the basin began to go downwards. In the recent times the basin has been receiving sediments almost equally from all sides followed by subsequent subductions and this situation is still being continued.
- Geologically, **Kobochapori** is located in the fore-dip (Fore land) part of the Upper Assam Basin with respect to the Tipi Thrust of the Himalayas towards north. General lithology of the area is expected to be clastic sediments down to the basement. The objectives of the seismic surveys in these three areas are to obtain geologically conformable subsurface images of all the formations up to the Eocene Group/ Basement (approximately 6000m-6500m depth).

5.0 Description of Detailed Work:

5.1 Topographical Survey

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

5.1.2 **Survey Equipment and Topographic Survey Standards:** The Company and the Bidder shall determine the proposed location of the DGPS surveying control points/network prior to their

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

i) Accuracies

The survey errors

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

ii) Relative Position Accuracy

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

iii) Levelling main loop error shall not exceed 25cm*K, where K is the loop distance in kilometers, which is an error of 25cm/Km

iv) Spheroid: WGS 84

5.1.3 The Bidder shall carry out control survey of pillars and picket point implantation using DGPS RTK-GPS techniques as generally done for 2D/3D seismic survey for oil & gas exploration with accuracy better than 25cm in height and 1:1000 scales. The Bidder must supply accurate co-ordinates (WGS-84 and Lambert Conformal Conic) of these points along with necessary diagrams for locating the same in future. The transformation of the co-ordinates from the WGS-84 Datum to the local Datum shall be meticulously tested by the Bidder using a set of co-ordinates provided on both the geodetic systems, by the Company. Geoidal elevation required for conversion from WGS-84 Datum to Local datum shall be computed by the Bidder using appropriate geoidal model. The geoidal model used and all the relevant details that specify its effectiveness shall be provided to the Company. The digital elevation model of the benchmarks / reference points established should be constructed and provided to the company.

5.1.4 In total about **30 nos.** of reference points are required to be fixed covering the survey block and the surrounding area. The Bidder shall fix additional benchmarks / reference points, if required. The exact number of points over and above the minimum and their locations will be decided by the Company.

5.1.5 For all the reference points described from 5.1.1 to 5.1.4 above, pillars with proper engravings are needed to be fixed in such a way that they serve as permanent bench marks with proper engravings. The permanent bench marks shall consist of concrete pillar and M.S rod, 10 centimeters in diameter with the name of the reference point (e.g. KB-OIL-100) clearly welded at the top in character 7.5 centimeters high. The pillars should be firmly fixed (set in concrete mixed with a minimum of one half sack of cement per benchmark) to a depth of 3^{1/2} feet in to the ground with concrete cement. The pillar should be of sufficient length in order that it remains secure and visible for an indeterminable period and has 1.5 meters above the water or ground-level. The permanent benchmark shall be painted in red with its number outlined in white paint. The permanent bench mark shall have 30 centimeters cross bars at

the bottom to avoid being pulled out. The Bidder is responsible for the manufacture and construction of these permanent bench marks and for ensuring that duplicate and/or missing permanent bench mark number do not occur.

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

5.2 Seismic Survey:

5.2.1 **Data Acquisition Strategy:** The survey block has difficult surface logistics like surface & near-surface boulder beds (shot-drilling problems), thick vegetation and poor accessibility that pose serious challenges to successful data acquisition program. The area demarcated as **Kobochapori** is shown as **Fig.1**. Shot hole drilling is the major challenges to achieve good production and quality data. **The time line for completion of the survey is five (05) operating months.** In a field season, 70-75 nos. of working days are normally available for this area. Bidder shall deploy adequate nos. of drilling rigs of advanced technology in the field to maintain the desired daily average production towards timely completion of the survey. The survey acquisition geometry & survey design for the **Kobochapori Block** is given in **Table-2**.

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

Sl.No.	Parameters	Values
1	Spread	Asymmetric/ Symmetric Split Spread
2	Receiver Interval (RI)	20m
3	Shot Interval(SI)	60m
4	Shot-hole depth (single hole)	18-20m
5	Max. nos. of channels per shot (i.e. in live spread)	600
6	Near Offset	20m
7	Far Offset	6000m
8	Fold (Nominal)	100
9	Data Sampling Interval	2 ms
10	Record Length	7 sec

However, the final acquisition parameters will be decided after experimental work and considering the real ground conditions& individual profile length. Any change or modification in parameters should be duly approved by Company representatives.

5.3 **ENERGY SOURCE:** Contractor shall use **explosives** as energy source for data acquisition. Depending upon the logistics and terrain conditions, Contractor must ensure the following geophysical requirements:

- Adequate energy to image target horizons.
- Proper source coupling.
- Shot hole depth has to be maintained
- The quantity of explosives to be used per shot/shot-hole, depth & type of shot hole
- Drilling requirement (shot-hole depth and hole patterns etc.) will be finalized in consultation with Company's onsite representative and the same will be binding on the Contractor.

5.3.1 **EXPLOSIVES AND DETONATORS:**

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

Area	Explosive (Kgs)	Detonator (Nos.)
Kobochapori	20000	20000

- (g) Charge size will be fixed after experimental shooting for survey area. Charge size will be minimum 2.5 kg per hole however for quality data acquisition the charge size may be more and it shall be decided on basis of experimental work.
- (h) In the case of additional usage (more than above mentioned quantities as per clause 5.3.1. (f)) of explosive and detonators due to operational requirement and certified by on-site Company representative, the same will be as per unit rate quoted by the bidder in the price schedule and the payment will be made as per actual based on supporting documentation provided with monthly invoice.
- (i) The payment against consumption of explosives and detonators will be done as per actual monthly consumptions. The Bidder has to enclose the Explosive/Detonator return statement (as per PESO guidelines) along with monthly invoice.
- (j) Contractor shall make necessary security arrangements to guard the loaded shot holes till they are blasted.

5.4 **SHOT HOLE DRILLING:**

- (a) Average estimated Optimum depth for Shot hole drilling for single hole in the respective areas is 18-20m. However, for the pattern holes, depths will vary:

Hole pattern	Depth
Single (1) hole	20m ± 2m depth
Three (3) holes	10m ± 1m depth of each hole
Five (5) holes	6m ± 1m depth of each hole

(b) **Source Positioning:**

- (i) Source positions shall be as close to staked locations as possible.
- (ii) Deviations of more than 1m along the line or half the group interval perpendicular to the line will be noted in the logs and actual coordinates should be included in SPS file.
- (iii) Each source position will be placed so as to minimize damage to the surface, subsurface aquifers, and to any structures or buildings.
- (c) The Contractor is advised for a thorough reconnaissance of the 2D survey block to get fully acquainted with details of surface topographic features, local geology/subsurface formations, accessibility/approach/slope & in inaccessible areas.
- (d) 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.
- (e) Blasted shot holes and pits shall be filled with earth immediately after firing of shots.
- (f) 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 is to be made by the authorized person of the Contractor in the presence of the authorized representative of Company, and only the depth measured and verified by Company's representatives will be considered final.
- (g) After lowering the charge up to the bottom of shot hole, proper tamping of charge should be done for better transmission of shot energy to the earth medium and to minimize the sound pollution in and around eco-sensitive zone.

5.5 RECEIVERS:

- (a) Contractor shall deploy **geophones** (Land/Marshy geophones) only keeping with the logistics of the area.
- (b) Contractor shall use **geophones** which must be of industry standard. Contractor shall use LOW DISTORTION and HIGH PERFORMANCE geophones with natural frequency of up to 10 Hz (viz. SM24/SG-10 or equivalent or better).
- (c) The **geophones** must be fully compatible with seismic data acquisition system (**with real time QC Monitoring recorded data**) along with necessary interface/ground station units. No. of geophones per station must be 12 (twelve) having industry standard spike length. The configuration of Analog Geophones strings must be: 6x2 [(6 in Series and two (2) such series in parallel)] for 10Hz geophones meeting the specified effective impedance, sensitivity and damping of the string.
- (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 minimum 24-bit recording for highbandwidth signal, which is necessary to resolve the thin reservoirs.
 - (ii) Proper receiver coupling (tightly planted).
 - (iii) Noise analysis for recording data with high S/N ratio up to the satisfaction of the Company.

- (iv) **Polarity:** SEG Normal Polarity.
- (v) **Tests: Geophones** tests shall be conducted daily for polarity, phase, damping, natural frequency and sensitivity, leakage etc., and the report shall be submitted. Electrical continuity and tap tests shall be conducted monthly or as desired by Company. Faulty geophones and geophones with characteristics outside manufacturer's specifications shall be replaced immediately.
- (vi) **Array Locations: Geophones** positions shall be as close to the staked locations as possible. In case of any Deviations of more than 1m along the line or 5m perpendicular to the line will be noted in the logs and actual coordinates should be included in SPS file.
- (vii) **Geophone Plantation:**
 - Each **geophones** shall be planted firmly in to achieve good coupling with the earth and proper vertical positioning. Artificially filled earth / vegetation etc. shall be avoided as far as possible.
 - **Geophones** shall be planted at proper position (as close to the staked position as feasible). Plantation near trees, power lines, houses etc. shall be such that the ambient and cultural noise is at minimum level.

5.6 RECORDING EQUIPMENTS:

Contractor will deploy latest state-of-art minimum of 24-bit Seismic Data Acquisition system with Delta-Sigma technology with real time QC Monitoring of recorded data and compatible accessories/ground electronics, suitable to acquire the required quality data in the logistics and the terrain condition prevailing in the area mentioned above. The equipment should be able to provide real time Quality control monitoring of recorded data from different source and receivers as selected.

5.7 UPHOLE/LVL SURVEY AND STATICS INFORMATION:

- a. Contractor will seek prior approval from the Company for the LVL/UP-HOLE plan/grid.
- b. Contractor is required to provide accurate and model validated source, receiver statics along each profile and for the entire area by carrying out LVL/Uphole survey at pre-approved locations in consultation with Company.
- c. Contractor is/are required to carry out LVL/Uphole survey as per plan provided and approved by OIL.
- d. Contractor must Process & Interpret LVL and Up-hole data (in graphic and tabulated form) and do compute the field statics.
- e. Contractor must also use the first-break information along with near-hole Uphole recording.
- f. The minimum depth of Uphole for the survey should be **40m**. However, for terrain specific cases, the same will be finalized with consultation with Company representative.
- g. **The detailed near surface model and model validated statics corrections (for both shot and receiver stations)** for the entire area under operation must be provided to Company in UKOOA & ASCII Format on cartridge/suitable media as well as in hard copies with the recorded data cartridges.

- h. In case, LVL/Uphole falls in water/marsh, the LVL/Uphole shall be taken at the nearest shot point on the land or as desired by Company.
- i. The LVL/Uphole interval may be mutually changed by Company and Contractor depending on the requirements. Any change in LVL/Uphole position must be approved by Company representative.
- j. The statics data has to be provided in CD/DVD in user defined format containing line number, shot/receiver number, shot/receiver co-ordinates and the statics corrections and other relevant information.
- k. The Uphole/LVL survey should be planned ahead of shooting so that the same should be available for quality control during recording.
- l. In case due to unavoidable adverse surface logistics, if the Uphole data cannot be taken, then, LVL survey will be carried out in consultation with OIL representatives. Under such circumstances, four (4) nos. of LVLs will be acquired at the rate of one Uphole cost.
- m. The Uphole / LVL survey is expected to start within 90 days from the date of issue of LOA [after obtaining requisite statutory work approvals / permits from the Government authorities viz., Forest approvals, Ministry of Defense approvals, Ministry of Home approvals etc. as and when necessary even if the period / time falls in monsoon season]. Coordinates of Uphole / LVL will be provided to the successful bidder before starting of this survey. All equipment required for LVL/uphole survey will be certified by the company representative before commencing LVL/uphole survey. However, first invoice of completed LVL / uphole survey will be processed along with first invoice raised against mobilization /actual seismic production.

5.8QC PROCESSING SYSTEM:

- 5.8.1 Contractor shall provide industry standard seismic data quality control system to monitor seismic coverage and overall seismic and positioning data quality. The system should have capability to generate the maps of the acquisition attributes viz, foldage, offset distribution etc.
- 5.8.2 Contractor shall be required to undertake QC processing of the acquired 2D data for quality check. Contractor shall ensure processing facilities up to Pre STM, including hardware, industry standard seismic data processing software and experienced personnel are available to perform these tasks.
- 5.8.3 **Contractor shall provide facility for playing back the recorded data, to facilitate offline QC of seismic and survey data.**

6.0 EQUIPMENT & PERSONNEL:

- 6.1 Contractor shall deploy for latest state-of-the-art equipment, with compatible accessories to carry out the work under this contract. Contractor must mobilize the same equipment as quoted against the Tender. They will not be subsequently permitted to change the make & model of equipment whatever they offer in their Bid. **However, the higher model or version of the same make may be considered in case of break-down.**
- 6.2 Contractor shall arrange to mobilize all materials available indigenously not limited to items such as generators, bunkhouses, tents, office equipment etc. in addition to deploy sufficient number of drilling crews in order to maintain optimum progress to achieve project target within stipulated time.

- 6.3 Contractor shall carry, use and provide all required consumables e.g. cartridges, survey materials (pegs, paints), flexible wire, adhesive tapes, loading poles, recording paper & logs and chemicals, shot hole casings (if required), line communication systems, batteries etc. in brand new condition for completing the entire survey including the additional quantum of job, if any, under this contract.
- 6.4 Contractor shall engage and deploy well experienced & qualified personnel for carrying out various operations related to work under this contract. Personnel holding key posts or involved in decision making processes must have experience as per **Annexure-I** in carrying out similar jobs.
- 6.5 Contractor must submit detail bio-data of all key personnel to be deployed by them for the project along with the bid. Should Company find any of these personnel unsatisfactory/undesired during the job execution, Contractor must arrange for immediate suitable replacement of such personnel without interruption to operation. Should there be any change of personnel on request from Company for whatsoever reason; Contractor must obtain approval from Company before deploying the suitable replacement.
- 6.6 Contractor shall undertake to deploy all the unskilled labours required for this job from in and around the area of operation.
- 6.7 The equipment/key personnel to be engaged by the Contractor should be capable of maintaining optimum recording/shooting progress.
- 6.8 The Bidder shall supply all personnel, experts, labourers, equipment and facilities necessary for the successful completion of the work and fulfilment of the given production guarantee. However, minimum requirement of personnel and equipment are listed vide **Annexure-I & Annexure-II**.
- 6.9 The QC processing work needs to be supervised by experienced processing geophysicists. He/ she should have in-depth knowledge in land 2D data processing and should have at least 5 yrs. experience in land 2D seismic data processing.
- 7.0 **Communication Equipment & Licenses:** Contractor shall be fully equipped for requisite numbers of communication device for field operation as well as communication with base camp. All the communication device sets deployed in field operation must have valid licensed frequency band for usage arranged by Contractor with administrative help of Company to obtain necessary approvals.

8.0 **METHOD OF WORK:**

- 8.1 As the situations demand in the survey area, the tendered 2D survey operation should have the barest minimum impact on the sensitive environment and the localities. Therefore, the **Bidder shall deploy the state-of-art data acquisition system with real time recording capability** to cover inaccessible areas and to afford high manoeuvrability in deployment of the acquisition spread in the survey block. The deployed seismic data acquisition equipment shall be with delta-sigma technology **(as given in Annexure II)**.
- 8.2 The Bidder shall use the data acquisition parameters as stipulated in **Table-2**.
- 8.3 **SHOT HOLE PATTERN:** Company would prefer a single hole of 18-20m (loading depth) than a pattern holes. Pattern holes will be allowed only if single hole of 18-20m is not possible due to subsurface conditions and the company representative is convinced. However, the same will be decided by company representative. For the pattern holes, depth each hole shall be same.

Hole pattern	Depth
Single (1) hole	20m± 2m depth

Three (3) holes	10m ± 1m depth of each hole
Five (5) holes	6m± 1m depth of each hole

- 8.4 Bidder must visit the area of operation prior to bidding for being fully aware and to understand the topography, job involvement and logistics including but not limited to environmental issues.
- 8.5 The Bidder shall carry out line survey using latest equipment such as DGPS, total stations with an accuracy of 25cm or less from planned positions. The survey tolerance has to be checked (based on line diagram and digital data provided by the Bidder), agreed upon and approved by Company prior to commencement of shooting of each LINE. Any resurvey work, if required, will be carried out at Bidder's own cost.
- 8.6 **LVL / UPHOLE:** The Bidder shall carry out shallow refraction or LVL and Uphole surveys in acquisition area along the planned 2D lines. The LVL survey should be done at a rate of one in every **2000m** and the Up-hole surveys are to be done at a rate of one in **2000m** along the planned 2D lines. The Up-hole survey should be carried out up to a depth of about **40 meters**. The LVL/ Uphole recording equipment should be capable of recording a minimum of 24 channels with sampling interval **0.25ms** or less. In areas where the surface logistic does not allow shooting LVL/ Uphole profile at the specified location, the Bidder will attempt to recover the same from a closest possible location.
- 8.7 The Bidder shall carry out interpretation of LVL and Uphole data and subsequent computation of statics. The tomography-based technique should also be used for the interpretation of LVL and Uphole data.
- 8.8 **Data QC through Field Data Processing System:** The acquired data volume shall have more or less uniform fold and to maintain regular offsets in the CMPs/ CDPs of all the 2D profiles in the survey block to achieve the geological/geophysical objective of the survey. Recovery shots shall be taken for maintaining regularity in offsets and to compensate short-fall of fold.
- 8.8.1 For **QC** purpose, every day, the acquired data shall be added to the main data volume for its updation and for processing in order to know the short-fall of fold and missing offsets in subsurface coverage points (CMPs/ CDPs). A 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.
- 8.8.2 The Bidder shall deploy Field QC Processing system with advanced processing software capable of carrying out Pre-STM. Bidder shall show the processed CDP/ CMP gathers of updated data volume to OIL representatives to let them be apprised that, the missing offsets and short-fall of fold are compensated. The bidder shall also submit the velocity files for the generation of Brute Stack Sections.
- 8.8.3 Recovery shots shall be planned by the Bidder everyday analysing the short-fall of folds and missing offsets.
- 8.8.4 **Data quality & acceptability of the raw shots:** Shot records should contain visible distinct primary reflections from the shallowest horizon to the deepest horizon.
- 8.8.5 Raw shots with more than **2% of dead** channels and consecutive four dead (except the surface logistical problem) traces would be rejected. Bidder needs to take fresh shot as replacements. Regarding quality of the data, details are given in para 15.0.

Contract Period:

- 9.1 The Contract period for acquisition of 150 LKM of 2D Seismic data in Kobochapori block (AA-ONHP-2017/10) shall be **twelve (12) months** from the effective date of the contract, out of these 12 months, 5 months duration shall be for operation and shall be reckoned from the date of commencement of the operation. The contractor shall submit all the deliverables within the time frame as stipulated in the terms and conditions of the NIT. The areas wherein the work is planned have monsoon period generally from **June to October**. The acquisition work, if any, will be required to be suspended during monsoon breaks. During the monsoon break, the Bidder will have to keep their equipment and a minimum manpower (to be decided by the Bidder) in the camp for safe keeping of their equipment and tools etc. During the monsoon break, Contractor shall be responsible for safe keeping of all their resources/equipment. **Standby charges or any other separate charges whatsoever shall not be payable by the Company to the Contractor during monsoon break against the contract.**
- 9.2 Contractor shall mobilize seismic acquisition crew along with requisite equipment & accessories towards successful completion of the entire survey work within **five (05) operating months** from the date of commencement. Company will finalize the initial scheme of proposed survey work in consultation with Contractor to enable them in planning the field operations suitably. The map indicating survey block/lines will be provided by Company to Contractor. The Contractor will arrange for the preparation of pre-plots of the survey lines & conversion of co-ordinates from one datum to another, if required with Company's consent. The SPS files/SP coordinates may be provided to Contractor, if required.
- 9.3 The schedule of field operations will be finalized between Company's representatives and Contractor's Party Manager prior to or on the arrival of equipment & crew at the area of operation. Company's representatives and Contractor's Party Manager shall jointly have the option of rescheduling the sequence of shooting during the course of work. Once the schedule of operations is finalized as above, neither Company (except as provided in the contract) nor Contractor shall modify or cancel any part or whole of the program without mutual agreement.
- 9.4 Seismic data acquisition work **shall remain suspended during the monsoon period, which prevails generally from June to October in the working area. However, Company has right for beginning and ending of monsoon break (s) in each year depending on the situation in the working area and shall be duly notified to the Contractor by Company representative.**
- 9.5 The period of contract referred to in para 9.1 above are inclusive of Monsoon period, national holidays, bad weather days, camp shift days and production loss due to equipment failure or any other reasons under Bidder's control.
- 9.6 If the bidder is unable to complete the schedule work within the stipulated time period, bidder may be allowed to work to complete the remaining job in an additional period, not exceeding three (3) operating months, however, the payment of such volume of job will be made at the rate of 90% of the actual quoted per LKM rate.
- 9.7 In case, the Bidder fails to complete the tendered volume of work in 12 (twelve) months from the effective date of the contract (issue of LOA) in Kobochapori, no payment towards the stand-by charges & Force Majeure will be made during this extended period.

10.0 Start of Work:

- 10.1 The Bidder must complete mobilization and commence work within **90** days from the date of issue of LOA by Company. Company prefers that Bidder will mobilize all the survey equipment within **60** days from the date of issue of LOA, so that initial survey work can be

taken at an early date, immediate to LOA. This will help the Bidder to commence shooting operation immediately after the entire mobilization is completed in **90** days. The period for the completion of the Mobilization job will be counted from the date of issue of LOA.

10.2 The bidder shall carryout experimental work before commencing actual 2D data acquisition operations.

10.3 **MOBILISATION TIME:** The bidder must categorically confirm in the Technical Bid that in the event of award of contract, mobilization shall be completed within Ninety (90) days from the date of issue of LOA by Company as per the Proforma S and Check List-1. Bidders should quote lump sum mobilization charges which should not exceed **5% (five percent)** of the total evaluated contract value as per price bid format. **However, mobilization charges if quoted in excess of 5% of the estimated contract cost, the excess amount shall be paid only after successful completion of the contract. In case, the last date of scheduled mobilization of 90 days falls within the non- operating period the mobilization date would be extended upto end of monsoon break.**

Mobilization shall be deemed to be completed when all personnel, equipment, tools, consumables and field crew are mobilized and also the equipment are fully tested & calibrated and necessary pre-acquisition experimental work conducted as specified in scope of work and first regular production record is taken and accepted by the Company. The time spent on the pre-acquisition experimental work is inclusive in the above mobilization period. Bidders must provide categorical confirmation of their capability and intent to meet this timing in their Technical Bid otherwise their Bid will be rejected.

10.4 **Early onset of monsoon:** In case of early advent of monsoon, Company reserves the right to extend the scheduled mobilization date upto the end of monsoon break.

11.0 **Experimental Work:**

11.1 Total duration of the experimental work is maximum five (5) operational days. Experimental work is for analysis and minimization of noises, optimization of charge size etc. towards acquisition of quality data. Bidder shall submit data along with detailed report on the completion of entire experimental work. The Company will give its views within 24 hours of the receipt of the report on experimental shooting. The seismic production shooting (i.e. 2D data acquisition) will not start unless the Company is satisfied with the results of experimental work.

12.0 **Data / Cartridge Liability**

12.1 The bidder shall provide all the data as per the format & media as mentioned in **Appendix – II**. Additionally the seismic data recorded in the operational area should compulsorily be copied /recorded offline on a continual basis at the Base camp using a standard copying software (data integrity must be maintained during copying) on one number of Network Attached Storage (NAS) Devices or equivalent with RAID 1 configuration.

12.2 Bidder shall be solely responsible for quality, loss or damage due to any reason including fire, theft, etc. of any documents / cartridge / soft copies and other important documents / CDs/DVD etc. pertaining to the tender while in their custody or control. In the event of such loss, the Bidder shall be responsible to address / re-shoot the loss entirely at his own cost. However, the decision on the modalities to address /re-shoot against such losses shall be entirely at the discretion of Company. The Bidder shall use original, high quality, high durability; error free data cartridges with zero write-skip error, zero read error and zero write error. Each and every cartridge is to be 100% tested to ensure error free performance at specified high recording density. It should be ensured that the integrity of the data copied / recorded offline on the NAS storage devices is preserved and checked for the entire volume of data.

13.0 Deliverables and Schedule of Performance:

- 13.1 Bidder shall maintain all their equipment in perfect working condition and submit daily, weekly and monthly reports of the performance of the equipment to the Company. The Bidder shall have the facility to process, generate and provide performance report of the equipment at site. Bidder will provide monthly performance tests in cartridges for QC. If the Company's authorized representative is not satisfied with the report submitted and performance of the equipment, the Bidder shall suspend the operations till the Company's representative is satisfied with the performance of the equipment. No payment shall accrue to the Bidder during the period the work is suspended as aforesaid.
- 13.2 If the Company representative finds that the quality of the data is not in accordance with the stipulation in the agreement then, he/she may instruct the Bidder for re-shooting. Re-shooting cost would be entirely to the Bidder's account.
- 13.3 Every day after completion of shooting, the Bidder will provide necessary QC attributes plots/data, fold distribution along the line to the Company representative resulting from day's shooting. In case of skip shots points, the Bidder shall make plan for appropriate recovery shots towards recovering the loss of geophysical attributes. The Bidder will put all out effort to take recovery for each shot skipped at the nearest possible point. Any skip of shot, which is not recovered & not certified by Company representative, will be re-shot by the Bidder at its own cost. The Company representative must be satisfied with the action taken in case of anomalies. The production shooting for the day will only start after the Company representative is satisfied with these results.
- 13.4 Regarding progress of the field work, Contractor shall compile all data/information on daily, weekly & monthly basis and submit the under noted reports to Company through e-mail for the entire project on or before 7 A.M. of the following day.

i) Daily report consisting of:

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

ii) Weekly cumulative report consisting of:

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

iii) Monthly cumulative report consisting of:

- Progress of survey (with line sketch) & recording (% achieved of total planned);
- LVL/ Uphole survey report with interpretation (% achieved of total planned);
- Quality Control reports and seismologist report;
- QC processing output section incorporating statics with used parameters;
- Intersection information with survey & statics mismatch if any;
- Number of permanent reference points/pillars fixed with detail coordinate, sketch with cultural information;

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

13.5 Contractor will submit/deliver the recorded data along with all the relevant data as mentioned in **Appendix-II** to at Duliajan at the address mentioned below with no additional cost to Company:

CHIEF GENERAL MANAGER
 Geophysics Department
 Oil India Limited
 Duliajan-786602
 Dist: Dibrugarh
 Assam
 E-mail:hgp@oilindia.in

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

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

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

- Mobilization and Demobilization schedule and performance
- Consumption of the consumables
- Import/Export of the material/consumables
- Conclusions and Recommendations

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

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

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

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

14.0 Quality of Work:

- 14.1 Bidder shall carry out the services in a fully professional manner and warrant that the information produced shall be of a quality acceptable to the Company. Should the information produced be of a quality not acceptable to the Company, the Bidder will undertake to re-perform that part of the services causing dissatisfaction at their own expenses. Company's standard for the performance shall be as per by the International Association of Geophysical Contractors (IAGC) standard.
- 14.2 Company reserves the right, before commencement of data acquisition, to inspect and approve Bidder's equipment after it is completely assembled and ready for work.
- 14.3 Company also reserves its rights to inspect the Bidder's equipment at any time during operation. Any equipment found short/defective shall be replaced within the shortest possible time but not later than six (6) weeks without disruption of the work assigned under the tender. No extension will be granted in the tender on these grounds. Any equipment found defective or unserviceable more than two times during the tenure of the tender will be replaced by the Bidder forthwith at their own cost. The time for replacement shall not be more than six(6) weeks from the date of default identified by the Company. No payment will be made if operations have to be suspended on account of non-availability of equipment.
- 14.5 Company reserves the right to examine status report of the Field QC Processing System before commencement of work. The work will start only when the Company representatives are satisfied with the same.

15.0 Bad Records:

- 15.1 The field records will be as per SEG standard Polarity with the following will be considered as bad records:
- Record with dead traces more than two percent of total number of traces in each record.
 - Inconsistent Polarity
 - Records containing more than four consecutive noisy/ dead trace will be considered as bad records.
 - Record with sync error.
 - Record with parity error(s).
 - Record with appreciable cross-feed, leakage and spread noise.
- 15.2 If the signal- to-noise ratio is not acceptable due to poor loading depth or otherwise which is under control of the Bidder, the same shall be re-shot by the Bidders.
- 15.3 Records defined in para 15.1 to 15.2 herein above shall be considered as bad records and the Bidder shall re-shoot such bad records. Re-shooting cost would be entirely to the Bidder's account.

16.0 PROTECTION OF ENVIORNMENT:

- 16.1 In performance of the Tender during the seismic survey operation, the Bidder shall carry out the services with due regard to concerns with respect to protection of the environment and conservation of natural resources, flora & fauna and shall in particular comply with the requirements of applicable laws, rules & regulations promulgated by the Government from time to time.
- 16.2 The Bidder shall;
- a) Employ modern oilfield and petroleum industry practices and standards including advanced techniques, practices and methods of operation for the prevention of Environment Damage in conducting its Operations;

- b) Take necessary and adequate steps to;
 - i) Prevent Environmental Damage and, where some adverse impact on the Environment is unavoidable; to minimize such damage and the consequential affects thereof on property and people;
 - ii) Ensure adequate compensation for injury to persons or damage to property caused by the effect of Petroleum Operations;
- 16.3 If the Bidder fails to comply with the provisions hereof or materially contravenes any relevant law; and such failure or contravention results in substantial environmental damage, the Bidder shall forthwith take all necessary and reasonable measures to remedy the failure and the effects thereof.

17.0 Bidder/Contractor's Obligation:

- 17.1 **SECURITY:** Proper Security in the camps / explosive magazine sites, transportation in field / loading and all related field / spread operation shall be arranged by the Bidder at its own cost and risk.
- 17.1.1 Accommodation, transportation to field site/camps and other necessary camp amenities, wages/salaries etc. for the security personnel deployed by Bidder for its camps/explosives magazine sites etc. shall be the responsibility of the Bidder at its own cost.
- 17.1.2 It shall be the sole and exclusive responsibility of the Bidder for the implementation and execution of the tender and that the Bidder shall also be liable for the work carried out by any of its assignee(s)/agent(s)/Bidder(s)/sub-Bidder(s), provided it is permissible under the contract. The appointment of an agent or sub-Bidder shall not in any way dilute the obligation/responsibility of the Bidder towards Oil India Ltd. in any manner.
- 17.2 **EXPLOSIVES AND DETONATORS:** Contractor shall arrange to procure, store and transport requisite quantity of explosives and detonators at its risk, cost and responsibility. Contractor shall use Explosive and Detonators as per the specifications mentioned in **Appendix-III**. The Bidder has its responsibility to arrange at its own cost the necessary permit / license to store/transport and use explosives and detonators. Bidder shall arrange at its own cost explosive & detonator transport facility (explosive carrying vehicle approved by Explosive Controller, Govt. of India) as per country's industry law and practices. Bidder shall be responsible for handling, loading and blasting of shots in shot holes by engaging authorized licensed personnel and for maintaining records of consumption and stock of explosives and detonators.
- 17.3 Bidder at their own cost shall arrange the clearance of all equipment, spare parts, consumable, etc. from customs and port authorities in India. Company will provide all reasonable assistance but the responsibility for clearance will rest with the Bidder. Any demurrage in this process will be at Bidder's cost. Bidder shall arrange for inland transportation of all equipment, etc. from the port to the place of work and back at the end of the work at their own expenses. Arrangement for waybill, Entry Tax / VAT etc. if applicable, for bringing Bidder's equipment / material to Work place shall be Bidder's responsibility.
- 17.4 Bidder shall arrange at their own cost all consumables & spares including papers, photographic materials, magnetic tapes/ cartridges, loading poles, cap wires and all other consumables and spares needed for the work and shall carry sufficient stocks of these for uninterrupted operation.
- 17.5 Bidder shall use cartridge tapes tested for zero error. Bidder shall maintain proper accounts of the consumption of explosives and detonators and shall submit daily, weekly and monthly consumption/ stock statements to the Company. All the field tapes / cartridges of experimental data (both hard & soft copies) will be provided to Company at no extra cost.

- 17.6 Bidder shall arrange both lodging and boarding facilities along with internet and telephone connection for two Company Geophysicists/Representatives at no extra cost at campsite during data acquisition phase. The camp facilities to the Company's representatives shall be at par with their senior expatriate. In addition to this, senior officials from company may visit the camp/operational site during acquisition period in connection of field visit/deliberation/QC check etc. Contractor shall arrange for lodging & boarding of such personnel at no extra cost to company. The camp facilities to such visiting officials shall be at par with bidder senior expatriate.
- 17.7 Bidder shall arrange two air conditioned vehicles with all safety features exclusively for use of Company representatives with driver, fuel, maintenance, repairs, etc. at their own cost during the contractual period.
- 17.8 During data acquisition, Bidder shall ensure minimum 8 working hours work on each working day excluding travel time. Two days in a calendar month are allowed for maintenance of equipment, if desired, by the Bidder, but no payment will be due for the same and this cannot be carried forward to next months.
- 17.9 Bidder shall keep all their equipment and accessories used in seismic data acquisition in good working order and shall begin the survey with adequate supply of spares for the equipment.
- 17.10 The Bidder shall arrange drinking water for daily use and its transportation to camp/site at their cost.
- 17.11 In case the Bidder imports the equipment etc. on re-export basis, the Bidder shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the tender period) and complete all documentation required. Company will issue necessary certificates etc. as required.
- 17.12 Any other works required for efficient and successful execution of work shall be carried out by the Bidder except those enumerated under the obligations of the Company defined below.
- 17.13 Bidder should provide the list of items to be imported in the specified format. Basic **Customs duty may not be applicable in this instant as the Block is OALP block**. However, the Bidder has to provide the CIF value of the items as specified (the hardware and software should be shown separately) to the Company. Customs duty on any items in addition to above will have to be borne by the Bidder. However, the Bidder will submit the undisputed and clear necessary documents/duty assessment papers to Company for any such additional items imported under this tender.
- 17.14 The Bidder should arrange for re-export of equipment within 60 days of notice of demobilization issued by the Company/ completion of Work.
- 17.15 The Bidder should use latest versions of all software packages during the period of the tender. All the necessary Radio licenses for shooting, communication etc. will be obtained by the Bidder. However, the company will provide all reasonable administrative helps/letters.
- 17.16 The Bidder shall furnish the list with Bio-data of key personnel proposed to be deployed prior to the commencement of Work. The bio-data shall include the name, nationality, qualification, experience, valid e-mail and passport details of the person.
- 17.17 The Bidder's expatriate and technical personnel must have thorough knowledge of writing & speaking English language.
- 17.18 The Bidder's personnel must be sound enough to provide the above services in international standard, failing which Company reserves the right to ask for removal of any Bidder's

personnel with 24 hours notice.

- 17.19 Any other work required for the efficient and successful execution of work shall be carried out by the Bidder except those enumerated under the obligation of the Company defined in para 18.
- 17.20 Bidder/Contractor shall pay compensation against all claims but not limited to for the loss or damage to standing crops (if any), life/land/property etc. resulting from operations under this Tender/Contract. Payment of claims for such loss/damage resulting from negligent operations by Bidder/Contractor's personnel, if any, will also be on Bidder/Contractor's account. Any production/time losses on account of compensation related issues will be the sole responsibility of the Bidder/Contractor. After completion of data acquisition, Bidder/Contractor must furnish an undertaking to Company that they have already paid all claims related to standing crop/land/property damages/injury or death to life etc. to the claimants/owners appropriately and no compensation/due is pending for settlement. Bidder/Contractor will also furnish undertaking to address any compliant/grievance received by Company within one year of completion of the survey. Bidder/Contractor must comply with all local, state and central government guidelines for the payment of the compensation, if any.
- 17.21 Necessary permissions/clearances from the Govt. authorities for carrying out seismic surveys within the block will be obtained by the company.
- 17.22 The main recording equipment should be housed in a properly insulated, air-conditioned cabin, mounted on an eco-friendly truck. The truck should be capable of moving in difficult terrains.
- 17.23 Security of fly camps, Bidder/Contractor's equipment etc. will be the responsibility of the Bidder/Contractor. Bidder/Contractor will provide accommodation, transportation, uniform with safety gadgets and other facilities to security personnel for providing security of the base camp and explosives during field operations.
- 17.24 The bidder should deploy separate vehicles for explosives & detonators. The explosives vans and explosive jeeps of the Bidder/Contractor should be as per the industry standard and certified by the competent explosive authorities concerning the area of operation. The Bidder/Contractor should have personnel with proper shot firer license certified by the Chief Controller of Explosives, India, for all aspects of seismic survey operations dealing with explosives.

18.0 Company's Obligation:

- 18.1 Company shall be responsible for Lease (OALP) area for carrying out survey. Administrative help will be provided by Company for radio frequency clearance and permits for the expatriates required for the operations. However, the Bidder shall make available the required details of the expatriates for their permits, well in time.
- 18.2 The Bidder/Contractor has its responsibility to arrange at its own cost the necessary procure/ permit / license to transport, storage and use explosives and detonators.
- 18.3 Bidder/Contractor shall, however, arrange clearance of all items from customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/ charges, port fees, clearing and forwarding agent fees/ charges, inland transport charges, etc. Company shall provide all reasonable assistance by issuance of necessary letter of authority or other relevant documents and necessary help.
- 18.4 The Company shall provide, if required, all relevant documents for clearance from Govt. of India or States or their departments or undertakings and will extend all assistance and necessary help to the Bidder/Contractor. The Bidder/Contractor will give Company 45 days

advance intimation for providing import license and clear 10 working days for providing essentiality certificate (EC from Directorate General of Hydrocarbons, NOIDA, India) provided all the documents submitted by the Bidder are in order. Any consequence due to delay will be to Company's account.

- 18.5 Company shall organize all possible help from local Government/ Administration to Bidder/Contractor's personnel and equipment in case of natural disaster, civil disturbances and epidemics.

END OF SECTION-II OF
PART-3

PART-3
SECTION-III SCHEDULE OF RATES

The rates as indicated in Proforma-B will be guided by the following; however, payments shall be made on the basis of actual work done/executed by the Contractor and all “DAY RATE” charges shall be pro-rated and payable upto the nearest full hour for part thereof:

DESCRIPTION OF CHARGES FOR 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 the Contract within the agreed time frame.
- ii) Mobilization charges should cover all local and foreign costs to be incurred by the Contractor for the initial movement to the site like transportation charges, freight& insurance etc. and shall also include all local taxes, duties, levies & fees, including Customs Duty, State Entry Tax, port fees, clearance fee & demurrage and others as may be in force.
- iii) Mobilization charges will be payable only when all equipment and crews are positioned at the appointed site free from all defects/encumbrances and duly certified by the Company’s representative that the Contractor is/are in a position to undertake/commence the regular production work assigned under the Contract.
- iv) Mobilization shall be deemed to be completed when all personnel, equipment, tools, consumables, accessories, etc. are positioned at the site ready for data acquisition as certified by the company representative with completion of experimental works and recording of the first production shot.
- v) Mobilization charges would be released after completion of the mobilization as certified by the company representative.
- vi) The lump sum Mobilization Charges quoted by the Bidders should not exceed **5% (five percent)** of the total evaluated Contract value **However, mobilization charges if quoted in excess of 5% of the estimated contract cost, the excess amount shall be paid only after successful completion of the contract.**

2.0 OPERATING CHARGES PER LKM OF DATA ACQUISITION:

The Contractor shall be paid the Operating Charges for 2D Data Acquisition in the area 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:

The formula for calculation of LKM for any incomplete line is hereunder,

$$\text{Calculation of LKM} = \frac{\text{No. of accepted shots taken} \times 60 \text{ m}}{1000 \text{ m}}$$

The formula for calculation of LKM for any complete line & payment as per plan is hereunder,

$$\text{Calculation of LKM} = \frac{(\text{No. of accepted shots} - 1) \times 60 \text{ m}}{1000 \text{ m}}$$

However, Bidder shall raise monthly invoices for data acquired against LKMs of 2D seismic survey which are completed in all aspects (i.e. including all necessary topographic survey data, observer report etc.) and that has been handed over to the Company at Duliajan during the month. If a line is not completed in a single calendar month, in such case, LKM equivalent to Number of good/acceptable shots taken in the completed part of the seismic profile will be considered for payment provided all the data along with ancillary information are handed over to Company.

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) Compensation towards damages caused to crops/life & properties in operational area
- q) Filling of drilled holes/created craters etc. and
- r) Other day to day operational requirement not specified hereof.
- s) QC Processing including static computation.

3.0 OPERATING CHARGES FOR UPHOLE SURVEY:

Operating Charges will be paid for every Uphole drilled, up to a 40 mtrs, data recorded, all related stationery/media of recording, field setups and data analysis/interpretation and submitted to Company during the month. In case, the logged depth will be less than 40 mtrs, then the payment will be made on prorata basis as per actual drilling meterage; such case will be allowed up to 20mts. depth only. If the Uphole cannot be done due to depth problem/ unavoidable circumstances, then, 4 (four) nos. of LVL shall be done with the cost of 1 (one)

no. of Uphole.

4.0 OPERATING CHARGES FOR LVL SURVEY:

Operating Charges will be paid for every LVL completed, data recorded, all related stationery/media of recording, field set ups and data analyzed and submitted to Company.

5.0 **Experimental Work:**

- 5.1 Total duration of the experimental work is maximum 5 days. Experimental works is for analysis and minimization of noises, optimization of charge size etc. towards acquisition of quality data. Bidder shall submit data along with detailed report on the completion of entire experimental work. The Company will give its views within 24 hours of the receipt of the report on experimental shooting. The seismic production shooting (i.e. 2D data acquisition) will not start unless the Company is satisfied with the results of experimental work.

Operating Charges should include all the charges for the following:

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

6.0 FORCE MAJEURE CHARGES:

Force Majeure Charges shall be applicable during the Force Majeure situation, if any arises during the period of job execution at site and payable on per day of 24 hours basis upto a maximum of fifteen (15) consecutive days, pursuant to clause No. 12.0 of General Terms & Conditions (GCC). Payment will also be made on pro-rata per hour basis for part of a day, if any.

7.0 STAND-BY CHARGES:

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

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

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

8.0 RATE FOR FIXING REFERENCE POINT BY DGPS:

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

9.0 DEMOBILISATION CHARGES (IF ANY):

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

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

- The Contractor shall demobilise all its equipment, spares and consumable within 60 days of effective date of demobilization in respective area and complete re-export formalities, if applicable any.
- The Contractor shall leave all camp sites and establishment in the operational area free of debris and restore to original condition.
- The Contractor shall produce the following documents along with the invoice for demobilization charges to the satisfaction of the Company of having cleared all their liabilities:

(a) Undertaking towards settlement of compensation for damage/loss to crop & property etc. in line with clause No. 17.0 in Section-II, PART-3.

(b) Tax clearance certificate from Income Tax Department regarding clearance of dues toward Contractor's tax liabilities, their sub-contractor tax liabilities and towards tax liabilities of their expatriate persons or the other employees. In lieu, Contractor may submit an Indemnity Bond to this effect.

(c) Proof of completion of re-export formalities, if applicable.

10.0 ZERO (NIL) RATE:

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

- a) Breakdown/instrument problem due to non-availability of spares /consumables.
- b) Equipment Calibration test failure
- c) Non- compliance of quality standards

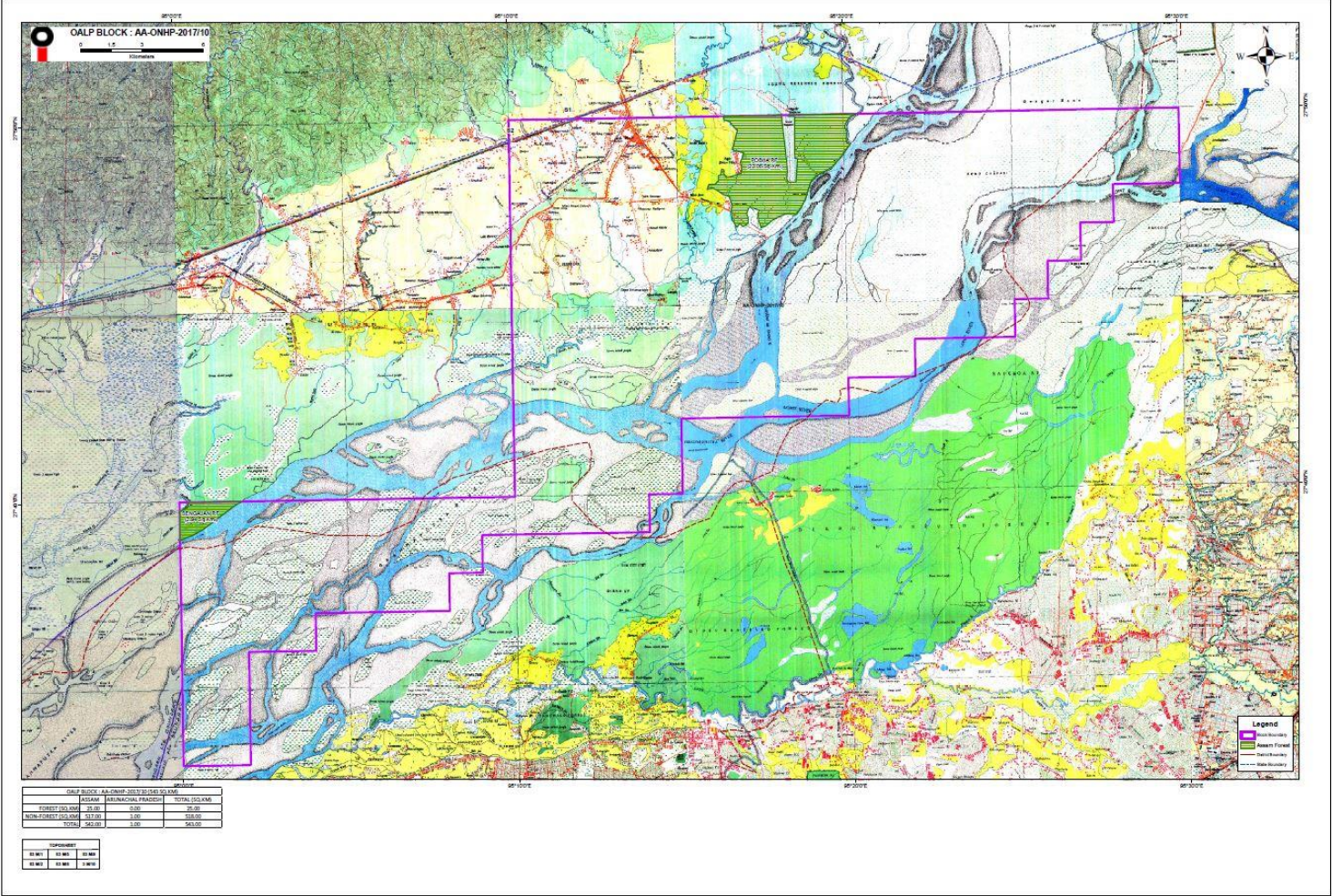
- d) Non-availability of adequate manpower
- e) National Holidays
- f) Unrest of Contractor's labour
- g) Non availability of Security/explosives
- h) Line Change
- i) Delay of arrival of spares/consumables on account of customs clearance/statutory clearances.
- j) Any other reasons attributable solely to the Contractor

A. GENERAL NOTES:

- a) All above rates to be quoted by the Bidders must be inclusive all applicable taxes, duties & levies, except the Service Tax which will be extra to Company account. Customs Duty on merit if payable any on the imported items must be included.
- b) Lump sum Mobilisation Charges should not be quoted more than 5% (five percent) of the total evaluated value of the Bid. **However, mobilization charges if quoted in excess of 5% of the estimated contract cost, the excess amount shall be paid only after successful completion of the contract.**
- c) Contractor shall pay compensation against all claims for the loss or damage to standing crops (if any), life/land/property etc. resulting from operations under the Contract and hence, the Operating Rates to be quoted inclusive of these costs.
- d) Bidder should indicate name and detailed address of its Indian agent, if any. The percentage of commission to the Indian Agent, if payable under the Contract, must be included in the quoted cost and must be categorically specified by the bidder in its bid. In case, the Bidder fails to highlight above information in its bid, it will be construed that no agency commission is involved against this bid, and consequently Company will not entertain any such claim otherwise at a later date.
- e) 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.
- f) 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.
- g) 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.

END OF SECTION-IIIOF
PART-3

FIGURE: **Fig. 01**



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

Sr l#	Item Descrip- -tion	Qty /Un it	Rate	Total	Freight & Insuranc e	CIF Valu e	Port & other charg e	Land ed Cost	Is it re- exportabl e? YES or NO	Yea r of Mfg.	HSN Cod e
A	B	C	D	E = C x D	F	G = F + E	H	I = G+H	J	K	L

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

Authorised Person's Signature: _____

Name: _____

Seal of the Bidder:

Schedule of Work, Unit and Quantity
PRICE BID FORMAT

ITEM	Description of Services	UNIT	QTY	Unit Price in (Currency...)	Total Price in (Currency...)
10	ChargesforMobilization	Lump sum	1	MOB**	1 X MOB
20	Charges for Demobilization	Lump sum	1	DMOB	1 x DMOB
30	Experimental Survey	Days	5	EXP	5 X EXP
40	ChargesforAcquisitionof 2Dseismic data	LKM	150	OR	150 X OR
50	ChargesforUp-holesurvey/ interpretation	Numbers	75	UH	75 X UH
60	ChargesforLVLsurvey/ interpretation	Numbers	75	LVL	75 X LVL
70	Standby charges (During the operating period)	DAY	10	SBR	10 X SBR
80	Force Majeure rate per day	DAY	10	FM	10 X FM
90	Cost of Explosive	KG	20000	EX	20000 X EX
100	Cost of Detonator	No.	20000	DT	20000 X DT
110	ChargesforfixingReferencePillars	Numbers	30	FRP	30 X FRP
	TOTALEVALUATEDCONTRACTVALUE(SumTotalofabove):(1X MOB)+ (1xDMOB) + (5 X EXP) + (150X OR)+ (75X UH)+(75X LVL)+(10X SBR)+(10X FM)+ (20000 X EX) + (20000 X DT)+(30X FRP).TotalEstimatedValueinclusiveof allapplicable taxesand dutiesbutexcludingGST.				

** The lump sum Mobilization Charges should not be quoted more than 5 % of the Total evaluated contract value. However, mobilization charges if quoted in excess of 5% of the estimated contract cost, the excess amount shall be paid at the end of the contract.

The formula for calculation of coverage LKM for any line is hereunder,

Calculation of LKM = (Last accepted shot point of the day – first accepted shot point of

CDG2432P20

the day) x 60 m / 1000 m

The formula for calculation of LKM for any incomplete line is hereunder,

$$\text{Calculation of LKM} = \frac{\text{No. of accepted shots taken} \times 60 \text{ m}}{1000 \text{ m}}$$

For the purpose of the payment, the formula for calculation of LKM for any complete line as per plan is hereunder,

$$\text{Calculation of LKM} = \frac{(\text{No. of accepted shots} - 1) \times 60 \text{ m}}{1000 \text{ m}}$$

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

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

BIDFORM

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

Sub: Tender No.

Gentlemen,

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

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

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

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

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

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

Dated this _____ day of _____ 2019.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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

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

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

Authorised Person’s Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

FORM OF BID SECURITY (BANK GUARANTEE)

To
M/s OIL INDIA LIMITED
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN-786602

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

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

THE CONDITIONS of these obligations are:

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

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

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

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

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

** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid/as specified in the Tender.

Note:

The Bank Guarantee issuing bank branch must ensure the following:

- (a) The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:
 - i) “MT 760 / MT 760 COV” for issuance of bank guarantee.
 - ii) “MT 760 / MT 767 COV” for amendment of bank guarantee.

The above message/intimation indicating the Tender No. CDG2432P20 shall be sent through SFMS by the BG issuing bank branch to HDFC Bank, Duliajan Branch; IFS Code – HDFC0002118; SWIFT Code – HDFCINBBCAL; Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

- (b) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- (c) Further correspondence against BG towards Bid Security must contain the Tender Number.

FORM OF PERFORMANCE BANK GUARANTEE

To
M/s OIL INDIA LIMITED,
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN-786602

WHEREAS _____ (Name and address of Contractor)
(hereinafter called "Contractor") had undertaken, in pursuance of Contract No.
_____ to execute ----- (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 there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the _____ day of _____.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date: _____

Place: _____

Note:

The Bank Guarantee issuing bank branch must ensure the following:

(a) The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

iii) “MT 760 / MT 760 COV” for issuance of bank guarantee.

iv) “MT 760 / MT 767 COV” for amendment of bank guarantee.

The above message/intimation indicating the Contract No. _____ shall be sent through SFMS by the BG issuing bank branch to HDFC Bank, Duliajan Branch; IFS Code – HDFC0002118; SWIFT Code – HDFCINBBCAL; Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

(b) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

(c) Further correspondence against BG towards Bid Security must contain the Tender Number.

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

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

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

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

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

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

Proforma LETTER OF AUTHORITY

TO
CHIEF GENERAL MANAGER (CONTRACTS)

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

Sir,

Sub: OIL's Tender No. _____

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

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

AUTHORISATION FOR ATTENDING BID OPENING

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

Date: _____

Sir,

Sub:OIL's Tender No._____

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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**(as the case may be)** are correct.

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

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

Place:

Date:

Seal:

Membership No. :

Registration Code:

Signature

**To
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602**

SUB: SAFETY MEASURES FOR TENDER NO. CDG2432P20

DESCRIPTION OF WORK/ SERVICE:

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following:

i) _____

ii) _____

iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be **rectified forthwith** or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Date_____

Yours Faithfully

M/s_____

FOR & ON BEHALF OF CONTRACTOR

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____

Bank Guarantee No. _____

Dated _____

To
Oil India Limited

India

Dear Sirs,

1. In consideration of _____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any / all money to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in _____ words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever

which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, out liability under this Guarantee is limited to Indian Rs./US\$(in figures) _____ (Indian Rupees/US Dollars (in words) _____) and our guarantee shall remain in force until _____(indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of _____ 20__ at _____

WITNESS NO.1

(Signature)
Full name and official address
(In legible letters)
Stamp

(Signature)
Full name, designation and address
(In legible letters)
with Bank

WITNESS NO.2

Attorney as power of

(Signature)
Full name and official address
(in legible letters)
Stamp

Attorney no._____
Dated_____

Purchase preference policy-linked with Local Content (PP - LC) notified vide Letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG.

INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section: 1 -Commitments of the Principal

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

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

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

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

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

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

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

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

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any

hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

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 Earnest Money Deposit / Bid Security.
- (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 Security Deposit / Performance Bank Guarantee.
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 Principal will enter into Pacts on identical terms with all bidders and contractors.
2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

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

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. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

- 1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- 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

Place: Duliajan
Date.

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY / 100% SUBSIDIARY COMPANY (As the case may be)

(INDIAN BIDDERS ARE REQUIRED TO EXECUTE ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address of Parent Company/Subsidiary Company, as the case may be) hereinafter referred to as "Parent Company/Subsidiary Company (Delete whichever not applicable)" of the other part:

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. _____ for _____ and M/s _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Parent Company/Subsidiary Company-(Delete whichever not applicable)] and whereas Parent Company/Subsidiary Company (Delete whichever not applicable) represents that they have gone through and understood 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 clarifications etc. in this context.
2. M/s. _____ (Parent Company/Subsidiary Company (Delete whichever not applicable)) undertakes to provide 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/Subsidiary Company (Delete whichever not applicable) and accepted by the bidder.
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/Subsidiary Company (Delete whichever not applicable) 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)

For and on behalf of
(Parent Company/Subsidiary Company)

M/s.
Witness:
1)
2)

(Delete whichever not applicable)

M/s.
Witness:
1)
2)

Proforma-O

PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE

(Delete whichever not applicable)

**(INDIAN BIDDERS ARE REQUIRED TO EXECUTE ON STAMP PAPER OF REQUISITE
VALUE AND NOTORISED)
DEED OF GUARANTEE**

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at hereinafter called "the Guarantor" which expression shall, unless excluded by or 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 in the State of Assam, India, hereinafter called "OIL" which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number for on

M/s (mention complete name), a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at (give complete address) hereinafter called "the Company" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL 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 and such other supports as may be required by the Company for successful execution of the same.

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

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

1. The Guarantor (Parent Company / **100% Subsidiary Company (Delete whichever not applicable)**) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.

3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL.
4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
5. The Guarantor represents that this 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 governmental 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, 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 laws.

For & on behalf of (Parent Company/Subsidiary Company (Delete whichever not applicable))

M/s _____

Witness:

1. Signature _____
Full Name _____
Address _____

Signature _____

Name _____

Designation _____

Common seal of the
Company_____

Witness:

2. Signature _____
Full Name _____
Address _____

PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE GUARANTEE
TOWARDS FINANCIAL STANDING
(Delete whichever not applicable)
(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

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

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No. _____ for _____ and M/s _____ (Bidder) intends to bid against the said tender and desires to have Financial support of M/s _____ [Parent/Ultimate Parent/Holding Company(~~Delete whichever not applicable~~)] and whereas Parent/Ultimate Parent/Holding Company(~~Delete whichever not applicable~~) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum **INR**(or equivalent **USD**) during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
4. **Net worth** of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:
 - (a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
 - (b) the liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
 - (c) this Guarantee has been issued after due observance of the appropriate laws in force in India.
 - (d) 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 New Delhi, India.
 - (e) this Guarantee has been given without any undue influence or coercion,and that the Guarantor has fully understood the implications of the same.
 - (f) 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 laws.

For and on behalf of
(Bidder)

Witness:

- 1.
- 2.

For and on behalf of
(Parent/Ultimate Parent/Holding
Company~~(Delete whichever not
applicable)~~)

Witness:

- 1.
- 2.

FORMAT OF AGREEMENT BETWEEN BIDDER, THEIR SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY (Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company)

(IN CASE OF INDIAN BIDDER TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) _____ hereinafter referred to as "Bidder" of the first part and

M/s. _____ (Fill in full name, constitution and registered office address of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein after referred to as "Sister Subsidiary/ Co-subsidiary" of the second part and

M/s. _____ (Fill in the full name, constitution and registered office address of the Ultimate Parent/Holding Company's of both the subsidiaries) hereinafter referred to as "Ultimate Parent/ Holding Company" of the third part.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. _____ for _____ and

M/s. _____ (Bidder) intends to bid against the said tender and desires to have a technical support of M/s. _____ (Sister Subsidiary/Co-subsidiary Company) and

Sister Subsidiary/Co-subsidiary Company represents that they have gone through and understood 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 all the three 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.
2. M/s. _____ (Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, 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 bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the bidder.
4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.
5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.

6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.
7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of (Bidder)	For and on behalf of (Sister Subsidiary/ Co- subsidiary)	For and on behalf of (Ultimate Parent / Holding Company)
M/s.	M/s.	M/s.
Witness	Witness	Witness
1)	1)	1)
2)	2)	2)

Note: In case of contracts involving - (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance of any equipment, as the bidding company can draw on the experience of their multiple subsidiary sister/Co-subsidiary company (ies) specializing in each sphere of activity, i.e. (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance, therefore, in that case, the above format shall be signed by all the sister/Co-subsidiary company(ies) and necessary modifications may be made in the above format to include all sister subsidiaries.

**FORM OF PERFORMANCE BANK GUARANTEE FOR ULTIMATE
PARENT/SUPPORTING COMPANY**

To
M/s OIL INDIA LIMITED (OIL)
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN-786602

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor", which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) had undertaken, in pursuance of Contract No. _____ to execute ----- (Brief Description of the Work)(hereinafter called "the Contract").

Further, M/s _____ (Name of the ultimate parent) having its registered/head office at _____ is the **"Ultimate Parent"** of **"Supporting Company"** M/s.....(Name of the supporting company with address)/M/s.....(Name of the Contractor with address, in case experience is taken from the ultimate parent) (hereinafter referred to as the 'SUPPORTING COMPANY' / **"ULTIMATE PARENT"**, which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees). Based on the experience/technical strength of the **"Supporting Company"/ "Ultimate Parent"** (whichever is applicable), the CONTRACTOR has qualified for award of contract and has agreed to provide complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between OIL and the CONTRACTOR and OIL having agreed that the **"ULTIMATE PARENT/SUPPORTING COMPANY"**, shall furnish to OIL a performance guarantee for Indian Rupees/US\$ towards providing complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above,

AND WHEREAS we have agreed to give the **"ULTIMATE PARENT/SUPPORTING COMPANY"**, such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the **"ULTIMATE PARENT/SUPPORTING COMPANY"**, 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 / **ULTIMATE PARENT/SUPPORTING COMPANY** 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 there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the _____ day of _____.

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

B. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

C. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date: _____

Place: _____

Note:

The Bank Guarantee issuing bank branch must ensure the following:

- (d) The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:
 - v) “MT 760 / MT 760 COV” for issuance of bank guarantee.
 - vi) “MT 760 / MT 767 COV” for amendment of bank guarantee.

The above message/intimation indicating the contract No. _____ shall be sent through SFMS by the BG issuing bank branch to HDFC Bank, Duliajan Branch; IFS Code – HDFC0002118; SWIFT Code – HDFCINBBICAL; Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

- (e) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- (f) Further correspondence against BG towards Bid Security must contain the Tender Number.

To

CGM- CONTRACTS (HoD)
Oil India Limited
Duliajan-786602

Sub: Undertaking for Mobilization

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

Mobilization shall be deemed to be completed when all personnel, equipment, tools, consumables and field crew are mobilized and also the equipment are fully tested & calibrated and necessary pre-acquisition experimental work conducted as specified in scope of work and first regular production record is taken and accepted by the Company. The time spent on the pre-acquisition experimental work is inclusive in the above mobilization period.

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

Authorised Person's Signature: _____
Name: _____
Designation: _____

Seal of the Bidder

Proforma-T**EXPERIENCE STATEMENT OF BIDDER/SERVICE PROVIDER**

Experience in providing Seismic Data Acquisition during last seven(7) years ending last day of the month previous to the one in which bids are invited

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

Name of
the Bidder:
Signature:

(APPLICABLE FOR KEY PERSONNEL)
SAMPLE RESUMEFORMAT

Position as per List of Key Personnel:

Name :

Total Years of Experience: Educational Qualification:

Experience Detail :

Sl. No.	Position	Client Name	Client Contact Details	Project Type (2Dor3D)	Project Area & Quantum of Work	Duration(YYYY)		Duration (in Years)
						From	To	
1	Party Chief							
2	Senior Observer							
3								

Job Responsibilities:

Publications :

Language Proficiency :

Personal Details :

Father's Name :

Date of Birth :

Residential Address :

Nationality :

Passport Number :

Date of Issue :

Date of Expiry :

Email Id :

NOTE:

1. Experienceshouldbeprovidedinascendingorderstartingfromcurrentemployment.
2. Therespctivekeypersonnelinvolvementinprojectonlywillbeconsideredfor experience calculation preceding the date of publication of this Tender.
3. Language proficiencies characterized by person capability of reading, writing and speaking of the language.

Specifications of Analog geophone strings:

1 0 Hz low distortion high sensitivity geophone string with following specifications:

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

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

SCHEDULE OF SEISMIC ANCILLARY DATA DELIVERY

Srl. No	Item	Media (Copies)	Remarks
1	Raw Seismic Data of each Line	IBM Compatible 3592(E05/ E06 or E07) tape or LTO 5 - (2)	1) 1st copy will be submitted within one (1) week of completion of the Line 2) 2nd copy will be submitted within one week after submission of 1st copy.
2	i. SPS files, observer's reports with shot- receiver geometry ii. Shot Hole Depth iii. Up-hole time iv. Shot and Receiver statics v. Skip-Recovery information vi. Up-hole and LVL profiles (in a format acceptable to Company). vii. Model based Statics information on user defined ASCII format; viii. Fold coverage map	CDs/DVDs -(2)	
3	Survey data in UKOOA, ASCII format, up-hole and refraction profiles, (in CDs).	CDs/DVDs -(2)	
4	a) Final Geometry Files in ASCII b) Final Trace kill table c) Final Statics Information d) Final Velocity e) Final Brute Stack of 2D Profile in Std. SEG Y format f) Geometry Applied Seismic data of 2D Profile in standard SEG Y format	CDs/DVDs -(2)	
5	Raw Seismic data of the entire project (All recorded shots in Field including NTBC and rejected shots.)	IBM Compatible 3592(E05/ E06 or E07) tape or LTO 5) – (4)	All copies shall be submitted within 15 days after completion of data acquisition as per the terms in NIT

6	a) SPS files (r, s, x Files) with shot & receiver statistics b) Observer's report c) Recording Parameter d) Header information of Seismic Data e) Skip/Recovery Information f) LVL & Up-hole Profiles/Statistics g) Survey data of Shot & Receiver in UK00A & ASCII Format h) Final Maps in PDF format (In 1:10,000, 1:25,000, 1:50,000, 1:100,000 & 1: 250,000) - Base Maps - Fold coverage map - Up-hole & LVL location Map - Reference pillar map i) Reports - Weekly reports - Monthly reports - Final Operational report - Final Topographical Survey - Final Acquisition Report - Tape List	CDs or DVDs - 4	All copies shall be submitted within 15 days after completion of data acquisition as per the terms in NIT
7	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 : 1:10,000, 1:25,000, 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 TB)- (2)	All copies shall be submitted within 15 days after completion of data acquisition as per the terms in NIT

8	<p>Maps-3 copies in each Scale (two copy on paper)</p> <p>Scales : 1:50,000, 1:100,000 & 1:250,000</p> <ul style="list-style-type: none"> - Base Map - Coverage map - Location map LVL & Up-hole - Reference pillar map <p>Scales : 1:5000, 1:10000 & 1:25000</p>	Paper(Two)	All copies shall be submitted within 15 days after completion of data acquisition as per the terms in NIT
9	<p>Geometry Applied Seismic data of the entire project in standard SEG Y format</p> <p>a) Final Geometry Files in ASCII</p> <p>b) Final Trace kill table c) Final Velocity</p> <p>d) Final QC Processing Output in Std. SEG Y format</p> <p>(for all 2D profiles in the project)</p>	<p>IBM Compatible3592(E05/ E06 or E07) tape or LTO 5) – (4)</p> <p>CDs or DVDs – (4)</p>	All copies shall be submitted within 15 days after completion of data acquisition as per the terms in NIT
10	<p>Geometry Applied Seismic data of the entire project in standard SEG Y format</p> <p>a) Final Geometry Files in ASCII</p> <p>b) Final Trace kill table c) Final Velocity</p> <p>d) Final QC Processing Output in Std. SEG Y format</p> <p>(for all 2D profiles in the project)</p>	Portable USB Drive - (2)	All copies shall be submitted within 15 days after completion of data acquisition as per the terms in NIT

SPECIFICATIONS OF EXPLOSIVES & DETONATORS

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

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

LIST OF KEY PERSONNEL TO BE OFFERED BY THE BIDDER

Professional Staff for Seismic Data Acquisition Crew during the period of 2D Seismic Survey:

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

Note:

- i. Bidder must submit detailed Bio-data of all its key personnel to be deployed along with the technical bid. Bidder shall deploy the same persons whose Bio-data is offered in the bid for data acquisition. They shall not be replaced or transferred without prior notification to the Company. Company's approval is essential in case they are desired to be replaced by the bidder with equally competent persons satisfying minimum experience criteria and Company's decision in this regard will be final.
- ii. The above list indicates the minimum requirement of Key Personnel and their experience. The Bidder may deploy other personnel e.g. Observers, surveyors, technicians, etc. to accomplish the job as per the defined parameters and time frame. The detailed bio-data of the key personnel must be submitted with the technical bid. The radio operators, etc. must have valid licenses to operate in Assam, India. The Supervisor and the Party Chief have to be efficient enough to coordinate with Company and perform all other required interaction with external agencies for executing the job successfully. All the key personnel must be fluent in speaking, writing and understanding English language.
- iii. The bidder who do not meet the technical experience criteria on their own and are bidding on the strength of Joint venture/consortium/parent/subsidiary/sister subsidiary/co-subsubsidiary must deploy the key personnel viz. QC Processing

Geophysicist, Seismologist & Observer from their technical counterpart for the entire duration of contract.

EQUIPMENT FOR 2D SEISMIC DATA ACQUISITION

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

DESCRIPTION

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

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

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

- * Seismic Data Recording System – Telemetry System with 24-bit $\Delta\Sigma$ Technology.
- * 24 bit recorder and correlator/stacker.
- * Minimum 10000 channels capability at 2 ms sampling.
- * Seismic Data Acquisition System with real time QC Monitoring of recorded data. OIL will QC the acquired Shot gathers on daily basis post completion of each day recording operation.
- * The time break delay between Radio Shooting system (Confirmed & predicted TB) shall be less than 1 millisecond (ms).
- * Sufficient Accessories, Encoder/Decoder, Sufficient Remote Units, Interconnect boxes etc.

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

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

* Cables and Geophones: Not more than two (2) years old as on the date of NIT.

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

- * 24 channel digital recorder with 0.1 ms sampling interval.
- * Cables for 400 m offset with 10 m take-outs. The cables must meet manufacturer's specifications.
- * Refraction Geophone 4.5 Hz. The Geophones must meet manufacturer's specifications.
- * Uphole Survey Digital Recorder with a minimum of 4 channels and down hole cable, hydrophone/geophones suitable for logging to 100 m weight drop/explosive as source
- * Bidder shall deploy 2 nos. of equipment (one is for LVL and other for Up-hole survey).

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

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

Bidder shall deploy minimum 4 (four) nos. of standalone workstations for above mentioned software.

All the workstations need shall have facility to be connected to colour plotter, A3 size multi-functional printers and IBM 3592/DVD/LTO-5 cartridge drive for back-ups and any other facilities required to control the quality of survey and to provide the technical inputs required by Company.

E. EQUIPMENT FOR FIELD 2D DATA PROCESSING:

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

The field processing software must be capable of processing 2D/3D Seismic Data upto Pre-Stack Time Migration. The processing software must be covered under maintenance contract for the entire duration of the tender with OIL

The workstation needs to be connected to colour plotter, line printers and IBM3592/DVD/DLT/LTO-5 cartridge drives for back-ups and any other facilities required to control the quality of survey and to provide the technical inputs required by Company.

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

F. COMMUNICATION EQUIPMENT:

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

G. TRANSPORT:

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

H. Shot-hole Drilling Rigs:

Bidder shall deploy adequate mechanized drilling rigs as described in Scope of Works, PART-3, Section-II to drill the shot holes in the areas.

Note:

1. All the equipment as mentioned in the Annexure-II must meet or exceed the required specifications mentioned.
2. The Bidder has to submit the documentary evidence in support of the Vintage of the Equipment which bidder proposes to deploy in the field for the execution of the tender. Bids shall be rejected if the equipment and the key personnel offered do not meet the specified requirement.
3. The Bidder may mobilize additional crew and equipment at no extra cost to the Company for increasing the productivity to improve upon the work completion time, to which the Company shall have no objection.
4. Bidder must fill-up and submit the Check List-1.
5. The bidder must provide original licenses of all software asked against this tender. If any violation is found, the whole liability will be on bidder and bidder need to immediately replace the same without any extra cost to company.
6. Bidder can submit maximum three (3) nos. of MOU against the requirement of equipment, software as asked in the tender. If bidder is qualified for bid, they need to deploy the same equipment as mentioned in their bid.

EQUIPMENT AND ACCESSORIES TO BE DEPLOYED
in Kobochapori Block

Check list-1

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

Sl. No.	NIT Criteria	Respective Area		
		Equipment (Make, Model & Vintage)	Quantity	Supporting Documents with file and page references of uploaded documents
	The 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 equipment shall not be more than three (3) years old as on the date of Tender and must be in perfect working condition. Bidder shall deploy 2 nos. of equipments (one is for LVL and other for Up-hole survey). The system must comprise of the following:			
	24 channel digital recorder with 0.1 ms sampling interval.			
	Suitable cables for Uphole/LVL Survey meeting manufacturer's specifications.			
	Refraction Geophone 4.5 Hz. The Geophones must meet manufacturer's specifications.			
	Uphole Survey Digital Recorder with a minimum of 4 channels and down hole cable, hydrophone/geophones suitable for logging to 100 m weight drop/explosive as source			
	One equipment set for LVL Survey			
	One equipment set for UPHOLE Survey			
D	COMPUTING: Stand-alone workstations with adequate RAM, disk-space for the following software packages – All the hardware shall not be more than three (3) years old as on the date of NIT & must be in perfect working condition along with all necessary software which the bidder proposes to use.			
	Survey data management & processing			
	2D/3D field management/planning			
	2D/3D survey simulation (OMNI/MESA/NORSAR or equivalent)			

	LVL/Uphole data processing and interpretation			
Sl. No.	NIT Criteria	Respective Area		
		Equipment (Make, Model & Vintage)	Quantity	Supporting Documents with file and page references of uploaded documents
E	EQUIPMENT FOR 2D/3D DATA FIELD QC PROCESSING			
	Full-fledged 2D/3D Seismic Data Processing software for Field QC processing of acquired 2D seismic data			
	The hardware (CPU Type and MHz, RAM & Hard Disk Capacity), ancillary equipment viz. Printers, Plotters, Tape Drives, Networking etc. shall not be more than three (3) years old as on the date of Tender and must be in perfect working condition			
	The workstation needs to be connected to colour plotter, line printers and IBM 3592/DVD/LTO-5 cartridge drives for back-ups and any other facilities required to control the quality of survey and to provide the technical inputs required by Company			
	The Field Processing Software Version (Seismic Processing packages along with version, date of release) shall be of latest version as on the date of NIT. <u>The field processing software must be capable of processing 2D/3D Seismic Data up to Pre-Stack Time Migration. The processing software must be covered under maintenance contract for the entire duration of the contract with OIL</u>			
F	COMMUNICATION EQUIPMENT			
	All the communication sets should be adequate in number and in a perfect working condition			
G	TRANSPORT EQUIPMENT			

	The bidder has to decide and bring requisite quantity of specialized transport for crew, explosive vans and jeeps for explosive movement, Instrument van, to carry out seismic survey in areas as described in Section-II of PART-3. All the available indigenous transport has to be arranged by the bidder, locally. All the transports must be in perfect working condition and meet all the desired specification including insurance and the requisite licenses for the purpose of use. All the vehicles must be equipped with all seat belts, First Aid Kit, Spare wheel, fire-extinguisher etc as per HSE standards.			
Sl. No.	NIT Criteria	Respective Area		
		Equipment (Make, Model & Vintage)	Quantity	Supporting Documents with file and page references of uploaded documents
H	Shot-hole Drilling Rigs: Bidder shall deploy adequate mechanized drilling rigs as described in Scope of Works, Part-III, Section-II to drill the shot holes in the areas.			
	Portable Mechanized rigs with air compressor/ pneumatic drilling			
	Mechanized rigs with Casing while drilling technology			

NOTE: Bidder must provide the vintage against the A to E as asked in NIT.

LIST OF KEY PERSONNEL TO BE DEPLOYED BY THE BIDDER

Position	Respective Area
PROJECT COORDINATOR / SUPERVISOR	
PARTY CHIEF	
QC PROCESSING GEOPHYSICIST	
SEISMOLOGIST	
OBSERVER	
INSTRUMENT ENGINEER/TECHNICIAN	
SR. SURVEYOR	
HSE MANAGER	

BID EVALUATION CRITERIA

	Technical Evaluation Criteria	Bidder's Remarks		Bidder to indicate relevant File/ Page No/Technical
Sl No	Clause No of Tender Document	Complied	Not Complied/Deviation	Brochure of the Bid Document to support its remarks
1	3.1.1			
2	3.1.2 (i)			
3	3.1.2 (ii)			
4	3.1.2(iii)			
5	3.1.3 (i - iv)			
6	3.1.4 (a-f)			
7	3.1.5			
8	3.1.6(a-c)			
9	3.1.7 (i – ii)			
10	3.1.8			
11	3.1.9			
12	3.1.10			
13	3.1.11			
14	3.1.12			
15	3.1.13			
16	3.2			

17	3.2.1			
18	3.2.2			
19	3.2.3			
20	3.2.4			
21	3.2.5			
22	3.2.6			
23	3.3			
24	3.3.1			
25	3.3.2			
26	3.3.3			
27	3.3.4			
28	3.3.5			
29	3.3.6			
30	3.3.7			
31	3.3.8			
34	3.3.9			
35	3.3.10			
36	3.3.11			
37	3.3.12			
38	3.3.13			

39	3.3.14			
40	3.4			
41	3.4.1			
42	3.4.2			
43	3.4.3			
44	3.4.4			
45	3.4.5			
46	3.4.6			
47	3.4.7			
48	3.4.8			
49	3.4.9			
50	3.4.10			
51	3.4.11			
52	3.4.12			
53	3.5			
54	3.5.1			
55	3.5.2			
56	3.6			
57	3.6 (1.0-3.0)			
58	3.7 (A)			

59	4.0			
60	4.1			
61	4.1.1			
62	4.1.2			
63	4.1.3			
64	4.1.4			
65	4.1.5			
66	4.2			
67	4.2.1			
68	4.2.2			
69	5.1			
70	5.2			
71	5.3			

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