

OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. DULIAJAN, DIST - DIBRUGARH
ASSAM, INDIA, PIN-786 602

CONTRACTS DEPARTMENT
TEL: (91) 374-2800548
E-mail: contracts@oilindia.in
Website: www.oil-india.com
FAX: (91)374-2803549

FORWARDING LETTER

M/s _____

Sub: IFB No. CDG3623P17 for 'Hiring of Services for 2D Seismic Data Processing & Interpretation of 7475 LKM 2D Seismic Data Acquired in Unappraised Areas of North East, India'.

Dear Sirs,

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

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced Contractors through OIL's e-procurement Portal: <https://etender.srm.oilindia.in/irj/portal> for **'Hiring of Services for 2D Seismic Data Processing & Interpretation of 7475 LKM 2D Seismic Data Acquired in Unappraised Areas of North East, India'**. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No. /E-Tender No.	:	CDG3623P17
(ii)	Type of Bidding	:	Online - Single Stage-Two Bid System
(iii)	Tender Fee	:	INR 60,000.00 or US \$ 1000.00
(iv)	Period of Sale	:	24.01.2017 to 03.03.2017.
(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 GM-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. 39,30,000.00 or US\$ 58,000.00
(xiii)	Bid Security Validity	:	30.09.2017
(xiv)	Original Bid Security to be submitted	:	Office of GM-CONTRACTS, CONTRACT DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xv)	Amount of Performance Security	:	10% of the contract value
(xvi)	Validity of Performance Security	:	Up to 3 months from date of completion of contract
(xvii)	Duration of the Contract	:	From commencement date of contract to 28.02.2019 or Sixty (60) days from last quantum of data delivery to the Contractor. (Note: The duration of the contract for work of processing and interpretation is dependent upon data availability from presently ongoing data acquisition activity in the field.)
(xviii)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer clause No. 17.0 of General Conditions of Contract
(xix)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
(xx)	Bids to be addressed to	:	GM-Contracts, Contract Department, Oil India Limited, Duliajan-786602, Assam, India.
(xxi)	Pre-Bid conference	:	10.02.2017 at the Corporate Office of Oil India Limited, Noida.
(xxii)	Last Date of receipt of Queries	:	06.02.2017 upto 15:30 Hrs (IST).

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.

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

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

4.2 Bidders must have a valid User ID to access OIL e-Procurement site for submission of bid. Vendors having User ID & password shall purchase bid documents **on-line through OIL's electronic Payment Gateway**. New vendor/existing vendors not having User ID & Password for OIL's e-Procurement site, shall obtain User ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the manner as specified above. No other mode of payment for tender fee, other than online payment, is acceptable.

4.3 **EXEMPTION OF TENDER FEE:** The Central Govt. Departments and Central Public Sector Undertakings will be exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates will be exempted from payment of tender fee.

4.4 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the tender. **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.

5.0 **PRE-BID CONFERENCE:**

5.1 A Pre-Bid Conference is planned to be held on 10.02.2017 at Noida to explain the requirements of Company in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Rejection/Bid Evaluation Criteria and other terms & conditions of the Tender. The parties who purchase the bid documents shall be allowed to participate in the Pre-Bid conference. For details of the venue, bidders may contact GM-Contracts, Oil India Ltd., P.O. Duliajan-786602, Phone: +91374-2808662/2800548, Fax#(91)374-2803549, E-mail: contracts@oilindia.in.

5.2 Maximum two (2) representatives from each prospective Bidder, who purchased the tender document, shall be allowed to participate in the pre-bid conference. All costs associated to attend the pre-bid conference by their representatives shall be borne by the interested Bidders.

5.3 The prospective bidders shall submit their queries/clarifications against the tender through E-mail / Fax /Courier addressed to GM-Contracts, Oil India Ltd., Duliajan-786602, Assam and such queries must reach OIL's office at Duliajan latest by **06.02.2017 upto 15:30 Hrs. IST**. OIL shall provide clarifications to only those queries received within this date. Queries/ Clarifications against the tender received beyond 06.02.2017 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

5.4 However, clarifications/exceptions/deviations, if required any, should be brought out by the bidder prior to or during the Pre-Bid Conference only. After processing these suggestions, as a sequel to the pre-bid conference, Company may communicate the changes in this regard, if agreed any, through an addendum to tender document to the prospective bidders who purchased the tender document. Company will not accept any exception/deviation to tender conditions/specifications

once the same are frozen after the pre-bid conference and the non-compliant bid (s) shall be rejected outright against this tender.

6.0 **IMPORTANT NOTES:**

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

- i) The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the following documents which shall be submitted manually by the bidder in a sealed envelope superscribed with OIL's IFB No., Bid Closing date and marked as "Original Bid Security" and addressed to DGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam (India) :
 - a) Original Bid Security
 - b) Printed catalogue and Literature, if called for in the tender.
 - c) Power of Attorney for signing the bid.
 - d) Any other document required to be submitted in original as per tender requirement.

The above documents including the Original bid security, must be received at OIL's GM-Contract's office at Duliajan on or before 12.45 Hrs (IST) on the technical bid closing date. A scanned copy of the Bid Security shall also be uploaded by the bidder along with their Technical Bid in OIL's E-procurement site.

- ii) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM (IST) at the office of the DGM-Contracts in presence of the authorized representatives of the bidders.
- iii) If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.
- iv) The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under "**Technical RFx Response**" Tab only. **Bidders to note that no price details should be uploaded in "Technical RFx Response" Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded as Attachment just below the "Tendering Text" in the attachment option under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Commercial Evaluation Criteria.)**

Display RFX Response:

Edit | Print Preview | **Technical RFX Response** | Close | Withdraw | Verify

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

RFX Information | Items | Notes and Attachments | Conditions | Summary

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

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

Created By: Last Processed By: Last Processed Date:

Partners and Delivery Information

Details | Send E-Mail | Call | Clear

Function	Number	Name	Valid From
The table does not contain any data			

Go to this Tab **"Technical RFX Response"** for Uploading "Technical Bid".

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

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

Edit RFX Response:

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

RFX Response Number: 60006452 RFX Number: TEST2 Status: Withdrawn Submission Deadline: 13.04.2013 11:00:00 INDIA
 RFX Owner: WIPRO_TEST1 Total Value: 0.00 INR RFX Response Version Number: 2 RFX Version Number: 5

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

Notes

Add | Clear

Assigned To	Category	Text Preview
Area for uploading Technical Bid*		

Attachments

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

Assigned To	Category	Description	File Name	Version	Processor	Checked
Area for uploading Priced Bid**						

The table does not contain any data

Bid on "EDIT" Mode

Area for uploading Technical Bid*

Area for uploading Priced Bid**

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, first click on Sign Attachment, a browser window will open, select the file from the PC and click on "Sign" to sign the file. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to

upload the File. Please click on Save Button of the Response to Save the uploaded files.

To submit the response, on EDIT mode, first Sign the response by Pressing the Sign Response button. Once Signing is successful, Submit the response.



The screenshot shows a software interface titled "Edit RFX Response:". Below the title is a horizontal menu bar with several buttons: "Submit", "Read Only", "Print Preview", "Check", "Technical RFX Response", "Close", "Save", "Verify signature of Response", and "Sign Response". The "Submit" button is highlighted with a red circle.

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

Thanking you,
Yours faithfully,
OIL INDIA LIMITED

(T. JALAL)
Dy. MANAGER CONTRACTS
For DGM-CONTRACTS
For, RESIDENT CHIEF EXECUTIVE

PART – 1
INSTRUCTIONS TO BIDDERS

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

A. BID DOCUMENTS

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

- (a) A Forwarding Letter highlighting the following points:
 - (i) Company's IFB No. & 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
 - (x) Quantum of liquidated damages for default in timely completion
 - (b) Instructions to Bidders, (Part-1)
 - (c) Bid Evaluation Criteria, (Part-2)
 - (d) General Conditions of Contract, (Part-3, Section-I)
 - (e) Terms of Reference/Technical Specification, (Part-3, Section-II)
 - (f) Special Conditions of Contract, (Part-3, Section-III)
 - (g) Schedule of Rates, (Part-3, Section-IV)
 - (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
 - (o) Authorisation for Attending Bid Opening
 - (p) Checklists.
 - (q) Integrity Pact, (Annexure-A1)
 - (r) Certificate of Annual Turnover & Net Worth (Annexure -2)
- 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". The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. **Bidders are to check from time to time the E-Tender portal ["Technical RFx" under the tab "Amendments"] 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) Copy of Priced Bid **without indicating prices** (Proforma-B)
- (vii) Integrity Pact digitally signed by OIL's competent personnel as Annexure-A1, 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

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) and taxes (excluding Service Tax) including Corporate Income Tax, Personal Tax, Assam Entry Tax etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.
- 8.4 **Service Tax:** The quoted prices/costs shall be exclusive of Service Tax. **Service Tax as applicable shall be extra to Company's account.** However, the liability for payment of the service tax to the appropriate authority in case of Indian bidder and/or overseas bidder having office establishment in India will lie on the Contractor.

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

11.0 BID SECURITY:

- 11.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.9 hereunder.
- 11.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide **Proforma-E** or an irrevocable Letter of Credit (L/C) from any of the following Banks –
- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
- b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or

c) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India or

The Bank Guarantee / LC shall be valid for the time as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

11.3 Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.

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

11.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.

11.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.

11.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with **Clause 29.0** below is furnished.

11.8 Bid Security shall not accrue any interest during its period of validity or extended validity.

11.9 The Bid Security may be forfeited:

- i) The bidder withdraws the bid within its original/extended validity.
- ii) The bidder modifies/revise their bid suo-moto.
- iii) Bidder does not accept the order/contract.
- iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
- v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition 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 or Banker's Cheque or Bank Draft must be uploaded by bidder along with the Technical bid in the "Technical RFx Response" of OIL's E-portal. The original Bid Security shall be submitted by bidder to the office of DGM-Contracts, Oil India Ltd., Duliajan-786602(Assam), India in a sealed envelope which must reach GM-Contract's office on or before 12.45 Hrs (IST) on the Bid Closing date.

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

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

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

12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

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

13.0 PERIOD OF VALIDITY OF BIDS:

13.1 Bids shall remain **valid for 120** days from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.

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

C. SIGNING & SUBMISSION OF BIDS:

14.0 SIGNING OF BID:

14.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organizations Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities

operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. 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 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 "**Vendor User Manual**" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical RFx Response" 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 and which shall not be considered.

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

- i) The Original Bid Security
- 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.

21.0 BID OPENING AND EVALUATION:

- 21.1 Company will open the Technical Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical RFx Response" will

be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical RFx Response" Tab Page only in the E-portal.

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

22.0 OPENING OF PRICED BIDS:

- 22.1 Company will open the Priced Bids of the 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 Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

22.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

23.0 CONVERSION TO SINGLE CURRENCY:

While evaluating the bids, the closing rate of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.

24.0 EVALUATION AND COMPARISON OF BIDS:

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

24.1 DISCOUNTS / REBATES:

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

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

24.3 LOADING OF FOREIGN EXCHANGE:

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

24.4 EXCHANGE RATE RISK:

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

24.5 REPATRIATION OF RUPEE COST:

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

25.0 CONTACTING THE COMPANY:

25.1 Except as otherwise provided in **Clause 21.0** above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide **sub-clause 21.6**.

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

D. AWARD OF CONTRACT

26.0 AWARD CRITERIA:

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

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

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

28.0 NOTIFICATION OF AWARD:

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

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

28.3 Upon the successful Bidder's furnishing of Performance Security pursuant to **Clause 29.0** below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to **Clause 11.0** hereinabove.

29.0 PERFORMANCE SECURITY:

29.1 On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per **Proforma-F** or in any other format acceptable to the Company and must be in the form of a Demand Draft or Bank Guarantee or irrevocable Letter of Credit (LC) from:

- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
- b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.
- c) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India

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

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

The domestic bidders will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

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

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

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

30.0 SIGNING OF CONTRACT:

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

31.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

If it is found that a bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

32.0 CREDIT FACILITY:

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

33.0 MOBILISATION ADVANCE PAYMENT:

- 33.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.
- 33.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 33.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

34.0 INTEGRITY PACT:

- 34.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-A1** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. **If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.**
- 34.2 OIL has appointed Shri Rajiv Mathur, IPS(Retd) and Shri Satyananda Mishra, IAS(Retd.) as Independent Monitors (IEM) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:
- a. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India;
E-mail: rajivmathur23@gmail.com
 - b. Shri Satyananda Mishra, IAS(Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India
E-mail: satyanandamishra@hotmail.com

35.0 LOCAL CONDITIONS:

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

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated

and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

36.0 SPECIFICATIONS:

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

END OF PART - 1
&&&&

PART – 2
BID EVALUATION CRITERIA (BEC)

- 1.0 GENERAL CONFORMITY:** The bidder can bid based on its capability and experience. The bid shall conform generally to the full scope of work for each area, specifications and terms & conditions given in this Tender document. Notwithstanding the general conformity of the bid to the stipulated terms, conditions, specifications & scope of works, the following requirements shall have to be particularly met by the Bidders, without which the bids shall be considered as non-responsive and rejected.
- 2.0 VITAL CRITERIA FOR BID ACCEPTANCE:** Bidders are advised not to take any exception/deviation to the Bid Document. Exceptions/Deviations, if any, should be brought out during the **Pre-Bid Conference** as scheduled against this Tender. After processing such suggestions, Company may communicate the changes, if any, through an addendum to the tender document in this regard to the prospective bidders who have purchased the tender document. Still, if exceptions/deviations are maintained in the bid, such conditional/non-conforming bids shall not be considered and shall be rejected out rightly.
- 3.0** Bids shall be complete and covering the entire Scope of Work and should conform to the technical specifications indicated in the bid document, duly supported with technical catalogues/literatures, wherever required. Incomplete and non-conforming bids shall be rejected.
- 4.0 EVALUATION CRITERIA:**
- 4.1 TECHNICAL EVALUATION CRITERIA:**
- 4.1.1 EXPERIENCE OF THE BIDDER:**
The Bidder must be in the business of Seismic Data Processing and Interpretation during the last five (5) years preceding the date of original bid closing, during which:
- a) The Bidder must have successfully completed Processing of minimum 2500 LKM/1250 Sq Km of 2D/3D or equivalent mix of 2D & 3D Land Seismic Data upto pre-stack time migration, in the last five (5) years preceding the date of Original Bid Closing.
 - b) The Bidder must have successfully completed processing of minimum 1000 LKM/500 Sq Km of 2D/3D or equivalent mix of 2D & 3D Land Seismic Data upto pre-stack time migration pertaining to fold/thrust belt area, in the last five (5) years preceding the date of Original Bid Closing.
 - c) The Bidder must have successfully completed processing of minimum 500 LKM/250 Sq Km of 2D/3D or equivalent mix of 2D & 3D Land Seismic Data upto pre-stack depth migration pertaining to fold/thrust belt area, in the last five (5) years preceding the date of Original Bid Closing.
 - d) The Bidder must have successfully completed interpretation of minimum 2500 LKM/1250 Sq Km of 2D/3D or equivalent mix of 2D & 3D Land Seismic Data, in the last five (5) years preceding the date of Original Bid Closing.

- e) The Bidder must have successfully completed interpretation of minimum 1000 LKM/500 Sq Km of 2D/3D or equivalent mix of 2D & 3D Land Seismic Data pertaining to fold/thrust belt area, in the last five (5) years preceding the date of Original Bid Closing.

NOTE: For technical evaluation pertaining to clause no. 4.1.1, One (1) SQ. KM of 3D seismic data will be considered equivalent to Two (2) LKM of 2D seismic data.

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

Clause No.	Supporting documents
4.1.1 (a)	Contract/Agreement copy detailing the Scope of Work and Terrain condition of Project Area along with: <ul style="list-style-type: none"> - Satisfactory completion/performance report clearly mentioning Contract/Agreement No. and volume of job completed. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> - Proof of release of Performance Security after completion of the contract. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> - Proof of settlement/release of final payment against the contract.
4.1.1 (b)	Contract/Agreement copy detailing the Scope of Work and Terrain condition of Project Area to establish type of area like geologically complex, hilly terrain, thrust/fold belt area to which processed data pertains along with: <ul style="list-style-type: none"> - Satisfactory completion/performance report clearly mentioning Contract/Agreement No. and volume of job completed. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> - Proof of release of Performance Security after completion of the contract. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> - Proof of settlement/release of final payment against the contract.
4.1.1 (c)	Contract/Agreement copy detailing the Scope of Work and Terrain condition of Project Area to establish type of area like geologically complex, hilly terrain, thrust/fold belt area to which processed data pertains along with: <ul style="list-style-type: none"> - Satisfactory completion/performance report clearly mentioning Contract/Agreement No. and volume of job completed. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> - Proof of release of Performance Security after completion of the contract. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> - Proof of settlement/release of final payment against the contract.

4.1.1 (d)	<p>Contract/Agreement copy detailing the Scope of Work and Terrain condition of Project Area along with:</p> <ul style="list-style-type: none"> - Satisfactory completion/performance report clearly mentioning Contract/Agreement No. and volume of job completed. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> - Proof of release of Performance Security after completion of the contract. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> - Proof of settlement/release of final payment against the contract.
4.1.1 (e)	<p>Contract/Agreement copy detailing the Scope of Work and Terrain condition of Project Area to establish type of area like geologically complex, hilly terrain, thrust/fold belt area to which processed data pertains along with:</p> <ul style="list-style-type: none"> - Satisfactory completion/performance report clearly mentioning Contract/Agreement No. and volume of job completed. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> - Proof of release of Performance Security after completion of the contract. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> - Proof of settlement/release of final payment against the contract.

4.1.2 In case the bidder is an Indian Company/Indian Joint Venture Company, the Indian Company/Indian Joint Venture Company or its Technical Collaborator/ Joint Venture Partner must meet the criteria laid down at clause no. 4.1.1 above. The following documents must also be submitted along with the Technical Bid in support of their joint venture/collaboration partnership, as the case may be.

- (a) Details of experience and past performance of the bidder and the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), on works/jobs done of similar nature in the past and details of current work in hand and other contractual commitments (if any), indicating areas and name of clients are to be submitted as per **APPENDIX - I & APPENDIX - II** along with the Technical Bid, in support of the experience criteria laid down above.
- (b) Indian Companies/Joint Venture Companies: Indian bidder whose proposal for technical collaboration/joint venture involves foreign equity participation or payment of royalty and/or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval on their application submitted to SIA, prior to the date of price bid opening.
- (c) Bidder participating on the basis of technical collaboration/joint venture, shall submit, along with its technical bid, a Memorandum of Understanding (MOU)/Agreement concluded with its technical collaborator(s)/joint venture partner(s) clearly indicating respective roles and responsibilities under the scope of work. The MOU/Agreement shall be addressed to OIL INDIA LIMITED, clearly indicating that it is

applicable to this particular tender and shall remain valid and binding throughout the contract period, including extension if any. Notwithstanding the MOU/Agreement, the bidder shall be fully liable / responsible to Company for complete execution and quality performance of all the services, if contract is awarded.

- (d) In case bidder is bidding on the basis of technical collaboration/ joint venture partner and does not have any experience of its own as mentioned in clause 4.1.1, in such case the bidder has to deploy all the key personnel as mentioned in **ANNEXURE - III** from its technical collaborator / joint venture partner.
- (e) The bidder must have successfully completed at-least one project of 2D or 3D seismic data processing and interpretation during last five years with the same technical collaborator / joint venture partner. Bidder shall provide documentary evidence in support of the same (viz. contract copy mentioning technical collaborator / joint venture partner, scope of work and proof of successful completion of the project).

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

- (a) Acceptable Memorandum of Understanding (MOU) has to be made between the consortium partners, which should be duly signed by the authorized executives of the consortium members clearly defining the role/scope of work of each partner/member, binding the members jointly and severally to any & all responsibilities and obligations under the contract, if awarded, and identifying the Leader of the Consortium.
- (b) The Leader of the Consortium should satisfy the experience criteria as per clause 4.1.1 above.
- (c) The Leader of the Consortium should confirm unconditional acceptance of full responsibility of executing the "Scope of Work" of this bid document.
- (d) MOU/Agreement concluded by the bidder with consortium partners, should be addressed to the Company, clearly stating that the MOU/Agreement is applicable to this Tender and shall be binding on them for the entire contract period, including extension, if any. The MOU/Agreement should be submitted along with the Technical bid.
- (e) Only the Leader of consortium shall submit the bid and sign the contract, if awarded, on behalf of the consortium. The requisite Bid Security and Performance Security must also be submitted in the name of the leader of consortium and on behalf of the consortium.

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

4.1.5 **EQUIPMENT & ACCESSORIES:**

The Bidder must have an established state-of-the-art Centre with latest industry standard data processing and interpretation software packages where the work will be executed within India or abroad. Details of the proposed Data Processing and Interpretation Centre along with the software packages & hardware resources (Location, List of core equipment, their type, make, year of manufacture, software, release date of software certified by OEM and other relevant documents e.g. Technical brochures, literature etc. along with the technical bid) as per **CHECK LIST - 1** commensurate to achieve deliverables as specified in Scope of Work must be submitted along with the bid document failing which their bids will be summarily rejected.

An Undertaking to the effect that in the event of award of contract on them, they will deploy the minimum Equipment as per aforesaid details submitted along with their respective technical bid document.

Documentary proof establishing support & maintenance services for the proposed Processing & Interpretation software & hardware resources covering the contractual duration must be submitted along with the technical bid documents. OEM shall give undertaking for their own software and AMC documentations for third party software & hardware. In case any bidder proposes to deploy third party software & hardware, they need to provide AMC documentations for both.

OIL reserves the right, to inspect Contractor's equipment and accessories as provided in their technical bid after technical bid opening or during the duration of contract.

4.1.6 **KEY PERSONNEL:**

The bidder shall categorically confirm to deploy minimum key personnel (**as per CHECK LIST - 2**) for data processing and interpretation throughout the tenure of contract to achieve/complete the Work Program.

The years of experience for the minimum key personnel to be deployed are specified in **ANNEXURE - III**. Bidder must submit the detailed bio data (**as per PROFORMA - H**) of key personnel which shall be proposed to deploy for data processing and interpretation during execution of the contract. All the proposed personnel to be deployed shall be proficient in English. Bid shall be rejected if the key personnel offered do not meet the specified requirements.

- 4.1.6.1 Bidder deploying expatriates for the assigned work in India under the contract must submit an undertaking along with the Technical bid that they would obtain permission/necessary clearance from appropriate Ministry (ies) of Govt. of India for all expatriates to be engaged for the work.

4.1.7 **MOBILISATION:**

The bidder must categorically confirm in the Technical Bid that in the event of award of contract / Letter of Award, it will complete mobilisation from the date OIL intimates in writing the availability of acquired data to be collected by the authorized representatives of the bidder from Deputy General Manager Office at Duliajan, Assam. From the date of intimation by OIL, the bidder has to collect the data & allied information within thirty (30) days and commence data processing work. Bidder must provide categorical confirmation (**as per PROFORMA - J**) of mobilisation in the Technical Bid otherwise Bid shall be rejected.

- 4.1.7.1 **LIMITATION OF MOBILISATION CHARGES:** The Bidder should categorically quote lump sum mobilisation charges **which should not exceed 2% (Two Percent) of the total evaluated contract value as per Price Bid Format vide PROFORMA - B.** Bidder quoting mobilisation charges more than 2% (two percent) of total evaluated contract value shall be straightway rejected. Bidder shall confirm in the technical bid that it has not quoted mobilisation charges more than 2% (two percent) of the total evaluated contract value.

(NOTE: THE BIDDER MUST SUBMIT CHECK LIST – 3A)

4.2 FINANCIAL EVALUATION CRITERIA:

- 4.2.1 The bidder must have annual financial turnover of at least of **Rs. 16.75 Crores** or **US\$ 2.46 Million** in any of preceding three (3) financial years as per the Audited Annual Reports.
- 4.2.2 "**Net Worth**" of the bidder should be positive for the preceding financial/ accounting year. In case, 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.
- 4.2.3 a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-
- i) A certificate issued by a practicing Chartered /Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE.
 - OR
 - ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.
- b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- 4.2.3.1 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\$.
- 4.2.4 In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria 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) Audited Balance Sheet and Profit Loss Account of the parent/ ultimate parent/ holding company.
- (ii) Corporate Guarantee on parent/ultimate parent/holding company's letter head signed by an authorized official undertaking that they would financially support their 100% subsidiary company for executing the project/job in case the same is awarded to them, and
- (iii) The bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.
- (iv) Documents proving that Net worth of the parent/ultimate parent company is positive for the accounting year preceding the bid closing date.

4.2.4 If the bid is from a Consortium of companies, then any one of the consortium members should individually meet the annual financial turnover of at least of **Rs. 16.75 Crores** or **US\$ 2.46 Million** in any of preceding three (3) financial years as per the Audited Annual Reports and the other members should individually meet annual financial turnover of at least of **Rs. 8.375 Crores** or **US\$ 1.23 Million** in any of preceding three (3) financial years as per the Audited Annual Reports. Also the net worth of the entire consortium partners individually should be positive for the accounting year preceding the original bid closing date.

(NOTE: THE BIDDER MUST SUBMIT CHECK LIST - 3B)

4.3 COMMERCIAL EVALUATION CRITERIA:

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

- 4.3.1 Bids are invited under Single Stage Two Bid System i.e. Technical Bid (Un-priced) and Commercial Bid (Priced) separately. Bidders must submit both "Technical" and "Commercial" Bids in electronic form through online OIL's e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender and the Commercial Bid as per the **PRICE BID FORMAT**.
- 4.3.2 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account. Bids with adjustable price terms will be rejected.
- 4.3.2 Bids with shorter validity will be rejected as being non-responsive.
- 4.3.3 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's Head-Contract's office at Duliagan 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.
- 4.3.4 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected. Physical Bids received from the bidders shall be rejected.

- 4.3.5 Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
- 4.3.6 Bids submitted after the Bid Closing Date and Time will be rejected.
- 4.3.7 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 4.3.8 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 4.3.9 Bids documents shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.
- 4.3.10 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 4.3.11 Any Bid containing false statement will be rejected.
- 4.3.12 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document, otherwise the Bid will be summarily rejected.
- 4.3.13 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.
- 4.3.14 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.
- 4.3.15 The offers of the bidder indicating/disclosing prices in technical bid (un-priced) or at any stage before opening of price bid against the tender shall be straightway rejected.
- 4.3.16 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected.
- i) Performance Guarantee Clause
 - ii) Force Majeure Clause
 - iii) Tax Liabilities Clause
 - iv) Arbitration Clause
 - v) Acceptance of Jurisdiction and Applicable Law
 - vi) Liquidated damage clause

- vii) Safety & Labour Law
- viii) Termination Clause
- ix) Integrity Pact

4.3.17 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.

(NOTE: THE BIDDER MUST SUBMIT CHECK LIST - 3C)

4.4 GENERAL EVALUATION CRITERIA:

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

(NOTE: THE BIDDER MUST SUBMIT CHECK LIST - 3D)

5.0 PRICE EVALUATION CRITERIA:

- 5.1 The bid conforming to the technical specifications, terms & conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria will be considered for further evaluation as per the Price Evaluation Criteria given below.
- 5.2 In the event of computational error between unit price and total amount, the quoted unit price shall prevail and the total amount will be corrected accordingly for adoption in bid evaluation. Similarly, in the event of discrepancy between rates quoted in words and in figures, the unit rates quoted in words shall prevail.
- 5.3 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. Selling (Market) rate declared by State Bank of India, one day prior to the date of priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3 (three) months, then B.C. Selling (Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 5.4 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated

taking into account the rates quoted in the "**PRICE BID FORMAT**" as per **PROFORMA – B** by taking into account the summation of the following:

Total Evaluated Contract Value "C" = Lump Sum Mob Charges +A+B

Where **A = A1 + A2**

& B = B1 + B2 + B3 + B4

Further,

A1: Cost of Pre-Stack Time Migration (Pre-STM) of 7475 LKM 2D Seismic Data.

A2: Cost of Pre-Stack Depth Migration (Pre-SDM) of 7475 LKM 2D Seismic Data

B1: Cost of Interpretation of 7475 LKM 2D Seismic Data.

B2: Cost of Structural Restoration and Balancing for 10 Locations

B3: Cost of Pressure Regime Analysis for 10 Locations

B4: Cost of report submission with recommendation for exploration and risk weighted economic analysis.

Note:

1. OIL at its discretion may decide to carry out Pre-SDM on selected volume of the data. The choice of depth processing shall be decided on the basis of test results of Pre-SDM as stipulated in the Scope of Work. Payment will be made as per actual Pre-SDM data processed.
2. OIL at its discretion may decide to carry out Structural Restoration and Balancing as per technical requirement. Payment will be made as per actual.
3. OIL at its discretion may decide to carry out Pressure Regime Analysis as per technical requirement. Payment will be made as per actual.
4. The items mentioned above are to be read in conjunction with Schedule of Rates and Price Bid Format, enclosed.

5.5 **SERVICE TAX:** The bidder is to quote the rates/prices inclusive of all statutory liabilities, except the Service Tax. Service Tax as applicable shall be extra to Company's account. However, the liability of payment of Service Tax in case of Indian Bidder will rest on the Contractor while in case of foreign bidder not having any office in India; it will be Company's liability to pay the applicable amount of Service Tax to the competent authorities.

(NOTE: THE BIDDER MUST SUBMIT THE CHECK LIST - 4)

NOTE TO BEC:

1. All supporting documents/information as called for in compliance to various clauses of Bid Evaluation Criteria (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 quantities 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 quantities, as the case may be.

END OF BEC
&&&&

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/rates payable to Contractor under the contract for full and proper performance of its contractual obligations.
- (c) "**Work**" means each and every activity required for the successful performance of the services described under Scope of Work/Terms of Reference/Technical Specifications in Section-II of PART-3 in the bidding document.
- (d) "**Services**" means the work specified in Section-II of PART-3 and all other obligations to be complied with by the Contractor pursuant to and in accordance with the terms of this contract.
- (e) "**Company**" or "**OIL**" means Oil India Limited.
- (f) "**Company's items**" means the equipment, materials and services, which are to be provided by Company at the expense of Company and listed in the Contract.
- (g) "**Company's Personnel**" mean the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing this Contract). The Company representatives of OIL to be engaged by OIL for supervision of operations are also included in the Company's personnel.
- (h) "**Approval**" as it relates to Company, means written approval of Company;
- (i) "**Contractor**" means the individual or firm or Body incorporated performing the work under this Contract and its executor, successors, administrators and assignees.
- (j) "**Contractor's items**" means the equipment, materials and services, which are to be provided by Contractor or to be provided by Company at the expense of the Contractor, which are listed herein under Scope of Work/Terms of Reference/Technical Specifications.
- (k) "**Contractor's Personnel**" mean the personnel to be engaged by the Contractor from time to time to provide services as per the contract.
- (l) "**Day**" means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs.
- (m) "**Party**" shall mean either the Company or Contractor as the context so permits and, as expressed in the plural, shall mean the Company and Contractor collectively.
- (n) "**Site**" means the land and other places, on/under/in or through which the works are to be executed by the Contractor.

- (o) **"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.
- (p) **"Willful Misconduct"** shall mean intentional disregard of good and prudent standards of performance or proper conduct under the contract with knowledge that it is likely result in any injury to any person or persons or loss or damage of property.
- 1.1 **Singular/Plural Words:** Save where the context otherwise requires, words imparting singular number shall include the plural and vice-versa and words imparting neutral gender shall include feminine or masculine gender and vice-versa.
- 2.0 **EFFECTIVE DATE OF CONTRACT, MOBILISATION TIME, COMMENCEMENT DATE OF CONTRACT AND DURATION OF CONTRACT:**
- 2.1 **EFFECTIVE DATE OF CONTRACT:** The contract shall become effective as of the date Company notifies the Contractor in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the Company will be the **Effective Date** of Contract.
- 2.2 **MOBILISATION TIME AND COMMENCEMENT DATE OF CONTRACT:**
After Letter of Award has been issued to the Contractor, the mobilization time will be effective from the date of intimation by OIL in writing. The data is to be collected by the authorized representatives of the Contractor from Company's Geophysics Department at Duliajan, Assam, India. The mobilization shall deemed to be completed once the bidder has collected the data & allied information and commenced seismic data processing work within thirty (30) days post intimation by OIL. Effective date of Commencement of the contract shall be the date of completion of mobilization.
- 2.3 **DURATION/COMPLETION OF CONTRACT:** The entire assigned work including submission of final processing & interpretation report and presentation on the same to OIL Officials at Duliajan as detailed under Section-II in PART-3 shall be completed within 28.02.2019 or Sixty (60) days from last quantum of data delivery to the Contractor. However, early mobilisation and early completion of the project shall be appreciated.
- 3.0 **GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:
- 3.1 Perform the work described in the Terms of Reference (Section-II) in most economic and cost effective way.
- 3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, provide all labour as required to perform the work.
- 3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

- 3.4 Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.
- 4.0 GENERAL OBLIGATIONS OF THE COMPANY:** Company shall, in accordance with and subject to the terms and conditions of this contract:
- 4.1 Pay Contractor in accordance with terms and conditions of the contract.
- 4.2 Allow Contractor 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 this contract.
- 5.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:**
- 5.1 Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.
- 5.2 The Contractor should ensure that their personnel must observe all applicable statutory & safety requirements without fail and any additional safety precautionary measures as to be instructed / notified by Company during the job execution from time to time. Upon Company's written request, Contractor, entirely at its own expense, shall remove immediately any personnel of the Contractor determined by the Company to be unsuitable / undesirable and shall promptly replace such personnel with personnel acceptable to the Company. Replacement personnel should be mobilised within 2 / 3 working days from the date of issuance of notice without affecting the operation of the Company.
- 5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation (en-route/local), boarding, lodging, medical attention leave, off, etc. Company shall have no liability or responsibility in this regard. However, Company shall provide available medical assistance/facilities to Contractor's Personnel in case of emergency at its own establishment on chargeable basis.
- 5.4 The Contractor's key personnel shall be proficient in English language (both writing and speaking).
- 5.5 The Contractor shall supervise its personnel at the Operating Area/Work Centre so as to ensure prompt and efficient completion of Work and strict discipline among its personnel. Contractor's personnel shall abide by all reasonable rules and regulations governing the Work promulgated by Company and notified in writing to Contractor.
- 5.6 The Contractor shall designate one of its personnel at the Operating Area/Work Centre as Contractor's representative, who shall be in charge of Contractor's personnel and who shall have full authority to resolve day to day Work issues which arise between Company and Contractor.

- 5.7 Company's designated Geoscientists shall be deputed to Contractor's Work Centre(s) for work association at various stages as provisioned herein.

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 till completion of demobilization of tools and personnel after issuance of demobilization notice/expiry of contract that the Work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information:
- (a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company ; or
 - (b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.
- 7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company.
- 7.4 During this Contract, Company and its employees, agents, other contractors, sub-contractors (of any tier) and their employees etc may be exposed to certain

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

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

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

8.0 TAXES:

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

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

8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

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

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

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

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

- 8.8 **Service Tax:** The price excludes Services Tax and the service tax as applicable shall be to the Company account. The Service tax amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the Service Tax Act.
- 9.0 **INSURANCE:**
- 9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment 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.
- 9.2 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) except when tools / equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/ equipment.
 - e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
 - f) Public Liability Insurance as required under Public Liability Insurance Act 1991.
- 9.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 9.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 9.5 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.
- 9.6 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.
- 9.7 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

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

10.0 **CHANGES:**

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

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

11.0 **FORCE MAJEURE:**

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

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

11.3 Should force majeure condition as stated above occurs either party shall have the right to terminate the contract with prior written notice if such force majeure condition continues beyond successive thirty (30) days. Time for performance of the relative obligation suspended by the "Force Majeure" shall then stand extended by the period for which such cause lasts.

12.0 **TERMINATION:**

12.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract, thereof.

- 12.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 11.0 above.
- 12.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.
- 12.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.
- 12.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and /or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/ material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.
- 12.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.
- 12.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract upto the date of termination.
- 12.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.
- 12.9 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 12.10 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.

13.0 **SETTLEMENT OF DISPUTES AND ARBITRATION:**

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

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

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

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

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

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

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

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

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
- In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

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

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

14.0 **NOTICES:**

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

Company

a) **For Contractual Matters**

GM (Contract)
OIL INDIA LIMITED
PO: DULIAJAN – 786602,
ASSAM, INDIA
Fax No. 91-374-2803549
Email: contracts@oilindia.in

b) **For Technical Matters**

ED (Geosciences)
OIL INDIA LIMITED
PO: DULIAJAN - 786602,
ASSAM, INDIA
Fax No. 91-374-2806150
Email: skbasha@oilindia.in

c) **Contractor**

Fax No. :

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

15.0 **SUBCONTRACTING/ASSIGNMENT:**

15.1 Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party (ies).

16.0 **MISCELLANEOUS PROVISIONS:**

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

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

16.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.

16.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced

person should have equal experience and qualification, which will be again subject to approval, by the Company.

17.0 **LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:**

17.1 **LD for default in timely commencement:** Time is the essence of the Contract. In the event of default on the part of successful Bidder/Contractor in timely collection of data from OIL and to commence the work within the stipulated period of thirty (30) days from the date of intimation letter, the Contractor shall be liable to pay liquidated damages (LD). The rate of LD as applicable in this case shall be @ 0.5 % (half percent) of the total evaluated contract value for delay per week or part thereof, subject to maximum of 7.5% (seven & half percent). Liquidated Damages will be reckoned from the date after expiry of the scheduled date of commencement as to be notified by Company through intimation letter. Company shall recover from Contractor the agreed liquidated damages at the pre-determined rate as above and not by way of penalty.

17.2 **LD for default in timely completion:** Contractor shall complete 2D Seismic Data Processing & Interpretation work as per the scope of work for all the lines in each sector **within Sixty (60) days from the date of submission of the last data set for the particular sector by Company to the Contractor**. In case of Depth processing, the bidder has to complete the work **within ninety (90) days from the date of intimation by OIL for the particular sector or part thereof by Company to the Contractor**. In the event of default on the part of the Contractor to complete 2D Seismic Data Processing & Interpretation work of a particular sector within the stipulated time mentioned above, the Contractor must complete the remaining / unfinished volume / quantum of work within shortest possible time with LD. The rate of LD as applicable in this case shall be @ 0.5 % (half percent) of the pro rata cost of Processing & Interpretation for the total quantum of data in that particular sector for delay per week or part thereof, subject to maximum of 7.5% (seven & half percent) of the pro rata cost of Processing & Interpretation for the total quantum of data in that particular sector. Liquidated Damages will be reckoned from the date after expiry of the scheduled date of completion, i.e. Sixty (60) days from last quantum of data delivery to the Contractor for the particular sector. In case of depth domain processing, Liquidated Damages will be reckoned from the date after expiry of the scheduled date of completion, i.e. ninety (90) days from the date of intimation by OIL to the Contractor for the particular sector or part thereof. Company shall recover from Contractor the agreed liquidated damages at the pre-determined rate as above and not by way of penalty.

17.3 The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.

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

17.5 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.

17.6 The maximum amount of Liquidated Damages for delay in Mobilisation shall not exceed 7.5% of total evaluated contract value as per clause 17.1 above. The maximum amount of Liquidated Damages for delay in Completion of work in a particular sector shall not exceed 7.5% cost of Processing & Interpretation as per quoted rates for the total quantum of data in that particular sector as per clause 17.2 above. However, the final payment shall be released only after receipt of the final report.

18.0 **PERFORMANCE SECURITY:**

18.1 The Contractor has furnished to Company a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 10% of estimated Contract Price) with validity of 3(three) months beyond the contract period. 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. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

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

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

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

21.0 **LIABILITY:**

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

21.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-contractor irrespective of how such injury, illness or death is caused and

even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

- 21.3 The Contractor hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.
- 21.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.
- 21.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting there from.
- 21.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its Contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 21.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 21.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

22.0 **INDEMNITY AGREEMENT:**

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

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

23.0 **INDEMNITY APPLICATION:** The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

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

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

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

primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

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

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

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

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

26.0 **APPLICABLE LAW:**

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

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

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

27.0 **RECORDS, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit the Company and its authorised employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records of each IP survey section with major items consumed, which shall be open at all reasonable times

for inspection by the Company designated representatives and its authorised employees and representatives. The Contractor shall provide the Company designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours and any other information related to the said IP survey requested by the Company whenever so requested. The Contractor shall not, without Company's written consent allow any third person(s) access to the said survey, or give out to any third person information in connection therewith.

28.0 SUBSEQUENTLY ENACTED LAWS ON TAXES:

- 28.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes, (other than personnel and Corporate taxes), duties, the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.
- 28.2 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the contractor's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.
- 28.3 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 28.4 Notwithstanding the provision contained in clause 28.1 to 28.2 above, the COMPANY shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor / sub-sub-contractors and Agents etc.
 - ii. Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
 - iii. Other taxes & duties including Customs Duty, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the CONTRACTOR.
- 28.5 In order to ascertain the net impact of the revisions/enactment of various provisions of taxes / duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:

- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and service tax amount.
- ii. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.

29.0 **ROYALTY AND PATENTS**: Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.

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

31.0 **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.

32.0 **LIMITATION OF LIABILITY**:

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

- (a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in contract, in tort or otherwise, for any consequential loss or damage, loss of use, loss of production or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages as referred in para 17.0 above.
- (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 total contract value, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to intellectual property rights.

Company shall indemnify and keep indemnified the 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.

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

- 33.1 Company shall pay to Contractor, during the term of the contract, the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in 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 Contractor hereunder shall be made with Reserve Bank of India (RBI)'s approval (if applicable) to Contractor's designated bank through electronic transactions against submission of invoice (s) only. Bank charges, if any, will be on account of the Contractor.
- 33.3 Contractor shall submit six (6) sets of all invoices in original to Company for processing of payment. Invoices for the charges payable under the Contract shall be submitted by Contractor separately for foreign currency and Indian currency.
- 33.4 The Contractor 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 Contractor 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 Contractor stating that the labours have been paid not less than minimum wages as applicable.
- 33.6 Contractor shall raise invoice for one time lump-sum mobilization charges after successful completion of mobilization which includes collection of data within 30 days of intimation from OIL after issue of LoA and commencement of work under the contract.
- 33.7 The Contractor shall raise invoices for the following:
- (a) **Data Processing Charges** (Pre-STM, Pre-SDM): Contractor shall raise invoice on quarterly basis for the lines for which processing is completed and processing deliverables of those lines have been submitted in duplicate (one copy in portable hard disk and another in IBM 3592 (E05) cartridge) per sector as mentioned in clause 11.1, Section - II, Part - 3;.
 - (b) **Data Interpretation Charges:** Contractor shall raise single invoice after completion of Interpretation work of each sector and interpretation

deliverables of those sectors have been submitted as mentioned in clause 11.2, Section – II, Part - 3.

- 33.8 Payment of quarterly invoices for Processing & invoice for Interpretation, if undisputed, shall be made within 45 days following the date of receipt of invoice except for the first invoice where some delay (upto 60 days) may occur. The invoice submitted by the Contractor shall be processed by Company only when Company intimates the Contractor after checking all deliverables submitted.
- 33.9 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Contractor within notice of objection to any item or items, the validity of which Company questions.
- 33.10 The Company shall within 30 days of receipt of the invoice notify Contractor of any item under dispute, specifying the reason there of, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in para 33.9 above.
- 33.11 Acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.
- 33.12 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based upto two (2) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.
- 33.13 **RATE OF PAYMENT:** Company shall make the payments to the Contractor as per the quoted rates as referred to **Schedule of Rates in Section - IV of PART - 3.**
- 34.0 ENTIRE AGREEMENT:**
The Contractor shall constitute the entire agreement between the Company and itself with respect to the subject matter and will supersede all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of the agreement.
- 35.0 SEVERABILITY:**
Should any provision of the agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.
- 36.0 BACKING OUT BY BIDDER:**
In case any Bidder withdraws its bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2 (two) years from the date of withdrawal of bid.
- 37.0 BACKING OUT BY CONTRACTOR AFTER ISSUE OF LOA:**
In case LOA issued is not accepted by the Contractor or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall then be forfeited and the Contractor shall be debarred for 2 (two) years from the date of default.

38.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

If it is found at any time that, a Bidder/Contractor has/had furnished fraudulent documents/information, the Bid Security/Performance Security shall be forfeited and the Bidder/Contractor shall be debarred for a period of three (3) years from the date of detection of such fraudulent act, besides legal action.

- 39.0** Oil India Limited reserves the right to cancel this tender and annul the entire tendering process at any time before award of contract without incurring any liability and assigning any reason whatsoever.

END OF SECTION – I

Part-3

SECTION – II

SCOPE OF WORK / TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS

1.0 INTRODUCTION / PREAMBLE:

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

2.0 SCOPE OF WORK:

2.1 **Oil India Limited (OIL)**, a premier Public Sector Undertaking, Govt. of India engaged in exploration, production & transportation of hydrocarbons desires to carry out Processing & Interpretation of about **7475 Line Kilo Meter (LKM)** of acquired 2D Seismic Data from Un-appraised Areas of North East, India covering states of Assam, Arunachal Pradesh, Manipur, Mizoram and Tripura through an internationally reputed and competent Contractor/Service Provider having required infrastructure and relevant experience. The area of the seismic survey pertains to Hilly/Thrust Belt/Logistically Difficult Areas.

2.2 The **main objective** of the processing and interpretation of 2D Seismic data is to delineate hydrocarbon prospects in this thrust/fold belt area. **The zone of interest lies near to the subsurface to deep subsurface (also refer clause 5.0).**

2.3 The 7475 LKM of 2D Seismic Data is from different parts of the North Eastern (NE) parts of the India. The area-wise description and volume/quantum of data are given below:

Campaign	Area Sector	Area Description	Quantum (in LKM)	Reference
1	Area -1 Sector -I	Assam-Arunchal Pradesh normal fold belt area	2360	ANNEXURE - I (Figure - 1)
2	Area -1 Sector - II	Arunachal Pradesh-Assam (North & South Bank of River Brahmaputra) thrust fold belt area	870	ANNEXURE - I (Figure - 2)
	Area -2 Sector - IV	Mizoram-Tripura tight thrust fold belt area	2500	ANNEXURE - I (Figure - 3)
3	Area -2 Sector - II	Area-1 Manipur thrust fold belt area	870	ANNEXURE-I (Figure - 4)
	Area -2 Sector - III	Area-2 North Cachar Hills-Karbi Anglong thrust fold belt area	875	ANNEXURE - I (Figure - 5)

Note:

1. The figures stating quantum of work in each Area/Sector are indicative. The actual quantum of work will depend on the data acquired in each Area/Sector.

2. The process of data acquisition and thereafter Processing & Interpretation is simultaneous so that, it is not possible to commit exact quantum of work and periodicity of data delivery schedule at this juncture. However, a tentative data delivery schedule has been given in **ANNEXURE – II B**.
 3. During data acquisition there may be some areas in each Area/Sector where in the acquisition contractor may not be able to acquire data for reasons beyond control of the contractor & OIL like Wild Life Sanctuaries, National Park, Defense installations, restricted areas due to security concerns etc. In such a case the payment will be restricted to actual quantum of 2D Seismic data made available by OIL in each Area/Sector and Processing & Interpretation work duly executed by Bidder.
 4. The planned 2D Seismic Profiles in Mizoram-Tripura area is 1763 LKM (Straight Profiles). However, due to logistics in the area there may be mix of straight & crooked lines. The indicative quantum of straight & crooked lines is 2500 LKM.
 - 2.4 OIL is entitled to increase or decrease the volume of work in each sector by not more than 25%, either in the areas mentioned above or in neighbouring areas of similar geological setup on mutually agreed rates which should not be higher than the original Contract rates, but on same terms & conditions and proportionate time extension/reduction thereof. **The above volume of work envisaged for each campaign is estimated only. Contractor has to execute the work based on the volume of work made available at the time of execution and payment shall be based on actual volume/work done and accepted by OIL.**
 - 2.5 The Contractor shall carry out Processing & Interpretation of acquired 2D Seismic Data by deploying state-of-the-art hardware and leading seismic data Processing & Interpretation packages presently in use globally.
 - 2.6 The Contractor shall deploy the computer hardware and software with state-of-the-art technology for performing the services referred in the contract and shall be fully responsible for the execution of seismic data Processing & Interpretation as per the plan provided by the Company. However, project work execution planning and quality Control of the Seismic data Processing & Interpretation is the responsibility of the Contractor.
- Contractor shall plan and execute entire 2D Seismic (as mentioned in Clause 2.3 & 2.4 above) Processing & Interpretation through own resources.
- 2.7 OIL's representatives will be associated with the work throughout the contract period to ensure security, confidentiality and quality control of data to be Processed & Interpreted and for overall co-ordination of the activity.
 - 2.8 The Contractor must use state-of-the-art processing facilities (software & hardware resources) which must be capable of carrying out Pre-Stack Time Migration (Pre-STM), Pre-Stack Depth Migration (Pre-SDM). The seismic data processing need to be carried out at Contractor's processing center. The Contractor will give details of hardware/software configuration of their centre (s) where the work will be done.
 - 2.9 The Contractor shall carry out interpretation of 2D Seismic Data and integrate with Gravity & Magnetic (GM) data (if & as available), Well data (if & as

available), surface geological data and other geo-scientific data available with OIL, which shall be provided to Contractor in due course.

- 2.10 At least one week prior to starting the Data Processing Work, Contractor must advise their work schedule to Company, so that Geophysicists of the Company (OIL) can be deputed for work association and quality check. Similarly during the course of seismic data interpretation work, Company reserves the right to depute Geoscientist to Contractor's Interpretation Centre for work association and to provide useful inputs as may be required. Company (OIL) will arrange and bear all costs related to visit of its personnel including their air fare/transportation, boarding & lodging etc. Maximum personnel at a time during Processing & Interpretation shall not exceed 4 nos. However, Contractor shall extend facilities like office space (sitting arrangements), telephone and internet etc. during their work association, for which no extra payment will be made by Company to Contractor.
- 2.11 Additionally the Contractor has to arrange for an FTP (File Transfer Protocol) facility for Geoscientist of Company & Company's consultant for the project. The facility is required for review of the progress of the project through, quality control and discussions/feedback to yield best results of the project.

3.0 BRIEF GEOLOGY & LOCATION OF THE STUDY AREAS:

- 3.1 The Northeastern part of India constitutes the seven federal states of erstwhile mother state of Assam. These are Assam, Arunachal Pradesh, Meghalaya, Nagaland and the contiguous states of Manipur, Mizoram and Tripura. It constitutes the sedimentary basin complex of Assam Shelf and Assam-Arakan. Physiographically, Cachar, the southern district of Assam, forms an entrenched part of Manipur-Mizoram and Tripura. Myanmar and Bangladesh are, respectively, to the east and west of these states.
- 3.2 Assam - Arakan region, Mizoram, Manipur and Tripura have drawn the attention of exploration geologists ever since the discovery of Digboi and Makum oil fields of Upper Assam around 1890. The Badarpur oil field in Cachar district of Assam, presently abandoned, was discovered in 1901. This discovery followed a spate of other discoveries in Assam since Sixties of the last Century. Gas occurrence in Tripura is very relevant to the exploration of the region. Commercial gas in this state was discovered during the late seventies of previous century within the Surma sequence of Miocene age. Several other gas fields have also been found since then.

3.3 AREA - 1 / SECTOR - I: 2360 LKM COVERING NORMAL FOLD BELT AREAS IN ASSAM & ARUNACHAL PRADESH

- 3.3.1 The Assam – Arakan sedimentary Basin is a shelf-slope-basinal system. The shelf part of the basin spreads over the Brahmaputra valley and the Dhansiri valley, the latter lying between the Mikir hills and the Naga foothills, from the Digboi, the shelf-to-basinal slope, i.e., the hinge zone lies below the Naga Schuppen belt. The basinal (Geo-synclinal) part is occupied by the Cachar, Tripura, Mizoram and Manipur fold belts.
- 3.3.2 The shelf part rests on Pre-Cambrian granitic basement, whereas the basinal part lies on transitional to Oceanic crust. The area within the Upper Assam shelf, having high petroleum potential, measures approximately 56000 Sq. Km. and contains about 7000m thick sediments of mostly Tertiary period and the area in the basinal part with moderate to high hydrocarbon potential measures

about 60,000 Sq. Km and contains more than 10,000m thick sediments of mostly Tertiary period.

- 3.3.3 Oil & Gas, discovered in Upper Assam, has been found in the Barail Group of Upper Eocene to Lower Oligocene age and the Tipam Group of Upper Miocene age. During the last decade, oil and gas accumulations have been discovered within the Langpar and Lakadong formations of Paleocene to Lower Eocene age in several structures. Oil is also been found in fractured granitic basement rock of Precambrian age. The oilfields, discovered so far, are situated mainly in the areas south and southeast of the Brahmaputra River and a few in the thrust belts, associated with Naga-Patkai hills. However, the area to the north of the Brahmaputra River up to the Eastern Himalayan foothills has remained poorly explored. In the Naga Schuppen zone, apart from the Digboi oil field, two more major oil fields, namely, the Kharsang field, having oil accumulations in Upper Miocene to Pliocene reservoirs and the Champang field, having oil accumulations in fractured granitic basement rock of Precambrian age, have been discovered.

3.4 AREA - 1 / SECTOR - II: 870 LKM COVERING THRUST FOLD BELT AREAS IN ARUNACHAL PRADESH-ASSAM (NORTH & SOUTH BANK OF RIVER BRAHMAPUTRA)

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

3.5 AREA -2 / SECTOR-IV: 2500 LKM COVERING TIGHT THRUST FOLD BELT AREAS IN MIZORAM-TRIPURA AREA

- 3.5.1 **The Assam – Arakan sedimentary Basin is a shelf-slope-basinal system. The shelf part of the basin spreads over the Brahmaputra valley** and the Dhansiri valley, the latter lying between the Mikir hills and the Naga foothills,

from the Digboi, the shelf-to-basinal slope, i.e., the hinge zone lies below the Naga Schuppen belt. **The basinal (Geo-synclinal) part is occupied by the Cachar, Tripura, Mizoram and Manipur fold belts.** The Assam-Arakan fold belt extends southward to the Cachar-Mizo fold zone. West of this zone, lies the frontal belt of Tripura with mostly closed folds which gradually become tighter towards east in Mizoram.

- 3.5.2 Cachar- Tripura- Mizoram fold belt constitutes a distinct part of Assam-Arakan tectonic system. Myanmar's Shan Plateau and the Ophiolite complex extend to the east of it. The Bangladesh flood plains are to the west. The Naga Schuppen belt of Assam forms the northern extreme and Chittagong hill track (Bangladesh) lies to the south of it.
- 3.5.3 The area of operation is a part of Tripura-Cachar-Mizoram fold belt of Assam-Arakan Basin. The Mizoram fold belt is composed of tight linear folds with their axes almost in north-south direction. The intensity of folding increases from west to east where the rocks of Indian plate sub-ducted below the Burmese plate. The anticlines are long, narrow and tight, whereas the synclines are broad and gentle. As per the geological section of the area of operation, the area has Tipam formation exposed in the central part and Bokabil formation is exposed in the eastern and western part. The Bhuban formation is divided in three formations as Lower, Middle and Upper Bhuban formations. Lower Bhuban formation is mainly alternations of sandstones and shale. The Middle Bhuban consists of mainly shale with subordinate sandstones. The Upper Bhuban consists of alternations of sandstones and shales.

3.6 AREA - 2 / SECTOR - II: 870 LKM COVERING THRUST FOLD BELT AREAS IN MANIPUR

- 3.6.1 The geological framework of Manipur including Indo-Burma range along its eastern frontier is closely linked up with the evolution of Neogene Surma basin, Inner Palaeogene fold belt and Ophiolite suture zone.
- 3.6.2 The Ophiolite belt occurring along Indo-Myanmar border in Manipur forms a part of Naga-Arakan Yoma flysch trough of Upper Cretaceous-Middle Miocene age. Geological data collected so far mainly relates to Ophiolite zone and adjoining terrain.
- 3.6.3 A large part of the state is yet to be covered by systematic geological mapping. These are the main mineral-bearing areas which have already been covered. The study of the rock formations in and around Ophiolite belt elucidates and helps in understanding the broad stratigraphy and structure of the whole terrain. Available information brings forth a geological picture depicting the spread of Tertiary rocks over the entire state with small patches of Quaternary sediments in the central part (e.g. Imphal valley) and a long narrow N-S trending Ophiolite belt towards the eastern margin of the state.
- 3.6.4 It, thus, emerges that geotectonically three distinct domains exist which are:
- (1) Neogene Surma basin,
 - (2) Inner Palaeogene fold belt,
 - (3) Ophiolite zone associated with Late Mesozoic-Tertiary sediments.

3.7 **AREA - 2 / SECTOR - III: 875 LKM COVERING THRUST FOLD BELT AREAS IN NORTH CACHAR HILLS-KARBI ANGLONG**

- 3.7.1 The formations are made up of metamorphic rocks with a fringe of cretaceous and tertiary deposits. In the Northern part of the district, the Pre-Cambrian Shillong groups of rocks over lies the Archeaeans formations. The tertiary sediments resting over the weathered platforms of the Archeaeans comprise successively the Jaintia group and Disang group of the tertiary sequence and the over lying Barail, Surma and Tipam groups of upper tertiary sequence. The Jaintia group is met with in the Garampani area in the western flank of the district. The Sylhet sandstone in the Garampani area is in thick beds with inter stratified shale, carbonaceous shale and thin coal seams. The overlying Shillong limestone in Garampani area is also thick and consists of thick for a minifera limestone with minor shale and marl bands. The Disang group is restricted to a narrow strip near Haflong in the central part. The geosynclinal faces of the overlying Barail group successively include the Laisong, Jenam and Ranji formations that are exposed in two different strips in the Southeastern and Northern parts of the district.
- 3.7.2 The Surma (Lower Miocene) group covering the large area of Dima Hasao unconformably overlies the eastern part of the district from vicinity of Haflong north eastward up to the Northeastern boundary. The Surma series is poor in carbonaceous matter in contrast to the coal bearing Barails below and lignite bearing Tipam above.
- 3.7.3 In general, topography is a confused mass of rugged hills and valleys and owes its origin to the harder conglomerates of Surma and Barail series.

TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS:

4.0 DATA AVAILABILITY & ACQUISITION PARAMETERS:

- 4.1 **Data Availability:** The Processing and Interpretation contract shall run concurrently with the data acquisition contracts which are in place. The seismic data acquired shall be provided to the Contractor on quarterly basis in a calendar year as per availability. OIL shall provide data of completed lines only (or part thereof depending upon data availability). Interpretation shall commence independently within one (1) week of completion of data processing.
- 4.2 **Data Acquisition Parameters:** The 2D Seismic data acquisition parameters are given below:

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

	normal polarity.
--	------------------

5.0 **OBJECTIVES:**

- (a) The objective of 2D seismic data processing is to image Tertiary sediments & fractured basement prospects.
- (b) The objective of 2D seismic data interpretation is to identify Strati-structural hydrocarbon prospects in this thrust-fold area.

5.1 **2D SEISMIC DATA PROCESSING:**

The following tentative processing sequence is envisaged to process the 2D seismic data. However, the actual sequence will be determined after completion of test processing in consultation with Company representatives. Addition/deletion of sequence as per data improvement would not add extra cost to OIL after test processing.

5.1.1 **TIME DOMAIN PROCESSING:**

a. **Tentative Processing Sequence for Pre-stack Time Migration (Pre-STM):**

1. Reformat to internal format
2. Geometry preparation and QC (Crooked line geometry if required must be carried out in consultation with company's representative).
3. Trace editing
 - i. Discard noisy traces
 - ii. Reverse polarity corrections
 - iii. Despiking
4. Computation of Refraction statics using Delay time, Head wave & diving wave tomographic methods etc. Compare Refraction statics solution with Elevation & Field statics and application of the one producing best results.
5. Amplitude Recovery analysis & Application (Spherical Divergence, Time function etc.)
6. Random & coherent noise attenuation (in multiple domains)
7. Surface Consistent Deconvolution (X-T or Tau-P domain)
8. Surface Consistent Amplitude Compensation
9. 1st pass velocity analysis (every 1000 m)
10. Residual Statics computation & application
11. 2nd pass velocity analysis (every 500 m)
12. Residual Statics computation & application
13. 3rd pass velocity analysis & Residual statics calculation (as required in consultation with company's representative)
14. Multiple attenuation
15. Residual Noise attenuation (in multiple domains including Offset domain)
16. Common offset regularization & interpolation
17. Q compensation (Phase & Amplitude)
18. Initial Kirchhoff PSTM (generation of initial migrated gathers & stack)
19. Migration velocity analysis on migrated gathers (every 250 m)
20. Final Kirchhoff PSTM with migration velocity
21. Acquisition footprint removal
22. Residual Noise attenuation
23. Multiple attenuation
24. Residual move out analysis & application
25. High density automatic velocity analysis
26. Final PSTM stack
27. Zero phasing of PSTM gathers & preparation of zero phase stack

28. Preparation of angle stacks (Near, Mid & Far)-should be compliant for Reservoir Geophysical studies.

b. Post Stack Processing:

- i. Deconvolution after stack for spectral enhancement and remnant multiple attenuation
- ii. Random Noise Attenuation
- iii. Remnant linear noise attenuation
- iv. Time variant filter
- v. Spectral balancing
- vi. Coherency enhancement
- vii. Residual spatial and temporal amplitude compensations
- viii. Scaling

5.1.2 DEPTH DOMAIN PROCESSING:

OIL at its discretion may decide to carry out Pre-SDM on selected volume of the data. The choice of depth processing shall be decided on the basis of test results of Pre-SDM as stipulated in the Scope of Work. The tests need to be carried out on few representative seismic profiles per sector in consultation with OIL at bidder's own cost.

Tentative Processing Sequence (for Kirchhoff Depth Migration):

1. Initial Velocity Model from PSTM velocity field
2. Input Pre-Migrated gathers from PSTM sequence and preparation for PSDM including pre-conditioning
3. Horizon picking & Anisotropic (Tilted Transverse Isotropic) velocity model building (Iterative depth-interval Velocity, epsilon, delta Model Building, Minimum of 4 iterations) utilizing all available geophysical and geological data such as stacking velocity, well logs and markers (if any), interpreted horizons etc.
4. Multiple iterations of Kirchhoff PSDM and tomographic inversions
5. Final velocity model preparation & refinement using high quality of RMO estimation, tomographic velocity update etc.
6. Final Kirchhoff PSDM with final velocity model
7. Residual Moveout Correction
8. Final mute & stack
9. Post Stack Processing (Depth variant filtering, signal enhancement, scaling etc.)

5.1.3 All field data and relevant information required for the processing will be provided to the successful bidder at the office of Deputy General Manager (Geophysics), Oil India Limited, Duliajan, Assam, India. Successful bidder's authorized representatives will be required to come to Duliajan to collect the data for processing within 30 days of intimation by OIL after issue of **Letter of Award (LOA)**. The field data will be provided in the following formats and storage media:

- a. Raw Seismic Data of each line in SEG-Y format on IBM 3592 (E05 or E06) tape, LTO3/LTO4 and External Hard Disk Format.
- b. SPS files, Observer's reports, etc. on CD/External hard disk.
- c. LVL/Up hole information on CD/External hard disk.
- d. Field statics correction data on CD/External hard disk.
- e. Survey data (X, Y, Z of shots & receivers) on CD/ External hard disk.
- f. Well log data of nearby wells in LIS/LAS (if available) on CD/ External hard disk.
- g. Hard copy of well information (if available).

- 5.1.4 OIL's Geophysicists will be associated with the processing work from the beginning and will be involved in finalizing all the relevant parameters for processing at the Contractor's processing centre.
- 5.1.5 The initial test processing and subsequent processing should be to the satisfaction of Company's representative (s). The processing of each line will be completed after the same is accepted by Company's representative(s) in writing.
- 5.1.6 In case to case basis, the Contractor shall carry out test processing at every step, for the selection of final processing parameters in order to improve processing output. However, any addition/deletion of processing sequence in order to improve processing output should not be added extra cost to OIL.
- 5.1.7 The Contractor shall deploy the personnel with adequate and relevant experience as specified in **ANNEXURE - III** for carrying out the processing work.
- 5.1.8 Contractor's interpretation Geoscientists shall interact with the processing Geophysicists during processing & Interpretation of the data. This is necessary for obtaining geologically conformable and interpretable processed outputs.
- 5.2 **2D SEISMIC DATA INTERPRETATION:**
- 5.2.1 The competent representative(s) of Contractor shall visit the office of Deputy General Manager (Geophysics), Oil India Limited, Duliajan, Assam in India to screen all the relevant data pertaining to the area of interest. The authorized representatives should collect all the relevant data and geo-scientific information etc. as available with OIL pertaining to in & around the study areas. These data will include (but not limited to):
- a. Geological data.
 - b. Aerial Photographs/Satellite Imagery data.
 - c. Available Geoscientific Reports pertaining to the area.
 - d. Geodetic data pertaining to the study areas.
 - e. Surface Geological Mapping data and relevant reports.
 - f. Any other Geoscientific data pertaining to the area.
 - g. After completion of seismic data processing and certification of the output by company executive.
- 5.2.2 The Contractor's Data Processing Team must directly hand-over processed and other relevant data for interpretation to the Interpretation Team with prior intimation to the Company. Other data may be collected from DGM (Geophysics) office at Duliajan at least ten (10) days before the scheduled date of completion of processing.
- 5.2.3 The Contractor shall carry out detailed interpretation works using the processed 2D seismic data, well data (if available), GM data and other relevant geo-scientific data available in and around the study area as detailed below:
- a. Integration of **processed 2D seismic data** with other geoscientific data of the area under study.
 - b. Integration of **processed 2D seismic data** with information of drilled wells in and around the areas of study.
 - c. Well to seismic correlation using synthetic seismograms.
 - d. Mapping discernable/co-relatable horizons (at least five (5) horizons) from Near Top Basement to Shallow Sub Surface both in time and depth domain

- incorporating the surface geology, drilled well information and wire line log data available in the area of study and nearby areas (if & as available).
- e. Preparation of Two-way Time Contour (TWT) and Average Velocity Maps on different interpreted horizons.
- f. Preparation of **Depth Contour Maps** on different interpreted horizons.
- g. Preparation of **Isopach Maps** between different interpreted horizons.
- h. Detailed **Fault Pattern Mapping & Fault Analysis** including **Fault-Seal Analysis** is required to be carried out.
- i. Integrate the interpretation results with any other geoscientific data available for the areas under study.
- j. **Prospect generation, analysis and ranking.**

5.2.4 **Structural Geology and Structural Reconstruction:** A detailed palinspastic reconstruction and both forward and backward modeling to be carried out to understand the structural evolution in the area, both in geological time and space and its bearing in hydrocarbon generation, migration and accumulation. The structural modeling needs to be carried out by engaging a structural geologist. Preparation of regional balanced cross section and restoration of geological section in inferred direction of tectonic transport to validate the interpretation/depth modeling and petroleum entrapment risking needs to be carried out.

The Contractor will provide three (3) Seismo-geological sections [one along the structural axis and two across for minimum ten (10) locations] in the study areas after discussion with OIL's Geoscientists depicting the possible reservoir. Seismo-geological section will be required to be tied with key wells (if & as available) in the study areas.

5.2.5 **Pressure Regime:** The Contractor will study the sub-surface formation pressure information and its relation with hydrocarbon generation/migration and trapping mechanism. This study will be required to be carried out at the Contractor's interpretation centre.

5.2.6 **Recommendations for Exploration:**

- (a) Based on the above-mentioned studies and the available data, the Contractor will generate structural and exploration model of the area under study, identify the hydrocarbon prospects, its prospectivity from generation, migration and entrapment point of view. Based on the overall assessment, the Contractor shall recommend drilling locations. The Contractor will also rank the identified prospects for exploratory locations based on their overall merits and recommend future exploration & development strategy.
- (c) Volumetric Reserve Calculations with the help of the parameters from the available well in three different scenarios (This will be decided during the interpretation by QC Geophysicist/Geologist).
- (d) Risk Weighted Economic Analysis: For each identified prospect, risk-weighted economic analysis needs to be carried out by the Contractor using the cost parameters to be provided by the Company using both Net Present Value (NPV) & Internal Rate of Return (IRR) methods.

6.0 **START OF WORK:**

6.1 The Contractor shall mobilize, collect the data and commence the processing work within Thirty (30) days from the date of intimation by Company confirming availability of the data at Duliajan, Assam after issue of LOA.

- 6.2 Interpretation work should start immediately within one week after completion of processing work. The final processed data to be delivered by Processing Team to Interpretation Team with prior information to the Company.
- 6.3 The entire project is required to be executed on a Turnkey basis by the Contractor within the stipulated time frame.

7.0 PERIOD OF CONTRACT AND SCHEDULE:

- a. The volume of completed profiles of 2D Seismic Data to be made available for start of processing work after signing the contract is based on the progress of Seismic Data acquisition in field till date per Area/Sector.
- b. The Contractor should depute their competent authorized personnel to Duliajan, Assam immediately upon receipt of intimation from OIL (not exceeding thirty (30) days) for data collection and technical discussion (Kick-off Meeting). During the Kick-off Meeting OIL will furnish to Contractor an initial scheme of proposed Processing & Interpretation work to enable contractor to plan the project execution.
- c. Contractor shall make a technical presentation regarding review of project progress for each sector separately on a quarterly basis during the visit of their personnel to Duliajan for data collection/submission (as specified in clause 4.1 above and clause 33.7 of SECTION-I, PART-3).
- d. Company shall hand-over the relevant field data (**ANNEXURE - II B**) pertaining to processing work (i.e. approx. 7475 LKM) as per the tentative schedule as provided in **ANNEXURE - II A**. After completion of processing, it should be handed over to interpretation center for data interpretation job within one week of completion of processing to start Interpretation. All the expenditures towards transfer of data from Processing Center to Interpretation Center shall be borne by the contractor.
- e. **The time period for Pre-Stack Time domain Processing and Interpretation of 7475 LKM of 2D Seismic data must not exceed 28.02.2019 or Sixty (60) days from last quantum of data handover to the Contractor, including final presentations and submission of reports.**
- f. **In case OIL decides to invoke Pre-Stack Depth domain processing on the selected data volume, the time period of completion of depth domain processing shall be Ninety (90) days from the date of intimation to the Contractor.**
- g. The Contractor shall submit the processing report and deliverables after completion of the processing job.
- h. The Contractor shall submit the interim report within a week after completion of the Interpretation job for each sector followed by a presentation at Duliajan. The presentation shall include the findings of Interpretation and comments/views of OIL on the interim report.
- i. The Contractor shall submit the final Interpretation report incorporating the Company's views/comments and the deliverables within a week after receipt of OIL's comment / views or presentation at Duliajan whichever is earlier.

j. The Contractor shall start the Interpretation job as soon as the final processing outputs are available in order to adhere to the above mentioned time frame and schedule.

k. **The period of Contract referred above are inclusive of holidays, parameter testing, quality control measures and time loss due to equipment failure or any other reasons under Contractor's control.**

8.0 PERSONAL & EQUIPMENT:

8.1 The Contractor shall deploy all personnel with adequate relevant experience, equipment and facilities necessary for the successful completion of the work as per the scope of work. The personnel should be made available at their processing and interpretation centers as per the minimum requirement listed in **ANNEXURE – III**.

8.2 The Contractor must submit a list of its personnel as per **CHECK LIST – 2** to be deployed for the entire period of the project along with the techno-commercial bid. Should the Company finds any of these personnel not up to satisfaction, it can ask for replacement of such personnel. Should there be any change of the personnel notified by the Company for whatsoever reason, the Contractor must replace him/her with a person of equivalent qualification & experience within reasonable time at their cost. Contractor of their own is not expected to replace any key personnel during job execution without Company's prior permission.

8.3 The key personnel to be engaged by the bidder should be capable of Processing and Interpretation of 2D Seismic Data and completing the assigned work within entire duration of the contract as mentioned in clause no. 7.1.e.

8.4 The Bidder must have an established state-of-the-art Centre with latest industry standard data processing and interpretation software packages where the work will be executed within India or abroad. Details of the proposed Data Processing and Interpretation Centre along with the software packages & hardware resources (Location, List of core equipment, their type, make, year of manufacture, software, release date of software certified by OEM and other relevant documents e.g. Technical brochures, literature etc. along with the technical bid) as per **CHECK LIST – 1** commensurate to achieve deliverables as specified in Scope of Work.

8.5 Bidder shall confirm in their Bid that they shall be able to arrange all their resources at the Processing and Interpretation Centres respectively within Thirty (30) days from the date of Intimation Letter by Company, in case the contract is awarded.

8.6 OIL reserves the right, to inspect Contractor's equipment and accessories as provided in their technical bid after technical bid opening or during the duration of contract.

9.0 PROCESSING TESTS:

9.1 The Contractor shall carry out detailed tests of processing parameters so that optimum sequence / parameters can be achieved. The tests need to be carried out as per industry standards. **It is envisaged that such test processing will be done on a minimum of fifteen (15) percent of total data volume or dip/strike lines per Area/Sector which will be identified in consultation with Company representatives. In case of depth domain processing, such**

test processing will be carried out on few representative seismic profiles per sector in consultation with OIL.

- 9.2 The parameter testing should be comprehensive for every stage of processing sequence with adequate QC checks and detailed presentations on the parameter testing needs to be provided to the company representatives through email/FTP. Testing, in general, will be conducted at different locations along the lines selected in consultation with Company representative. The results of tests need to be certified by Company representatives in the processing centre of the Contractor or through email. The next step of the processing work will start only after the test results are finalized and approved by the company representatives.
- 9.3 Company at its option may request additional or extra QC displays to be produced. Any other testing requirements and displays on the data as requested by Company representative or suggested by the contractor should be performed without any price implication to OIL.

10.0 DATA / CARTRIDGE LIABILITY:

- 10.1 Contractor shall be solely responsible for quality, loss or damage due to any reason including fire, theft, etc. of any documents/cartridge and other important documents etc. pertaining to the contract while in their custody or control. In the event of such loss, the Contractor shall be responsible to redress the loss entirely at their own cost. However, the decision on the modalities to redress such losses shall be entirely at the option of Company. The Contractor shall use original, high quality, high durability; error free LTO-5/3592 (E05) 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.
- 10.2 **Contractor shall be fully responsible for safe keeping of data cartridges & external hard disk in air-conditioned and dust free environment till the data are returned to OIL's designated place.**
- 10.3 **After Processing & Interpretation of the data, Contractor shall arrange for packing, insurance and other formalities as well as safe transportation of the dataset & deliverables (as defined in Clause 11.1 & 11.2 below). All the dataset and deliverables pertaining to the project must be handed over to the Company along with other requisite technical information and reports to Deputy General Manager (Geophysics), Oil India Limited, Duliajan, Assam.**
- 10.4 The Contractor shall ensure safe storage of all the datasets, output/deliverables, and reports etc. under the preview of the study on workstations/recording media for a period of two (2) year from the date of completion of the Contract.

11.0 DELIVERABLES:

The Contractor shall submit to the Company the following at no extra cost:

- a. Consolidated weekly & monthly reports on the progress of Processing which shall include among others the step of processing, processing parameters, workflow/steps, snapshot of results and percentage of Processing accomplished in each sector signed by Contractor and countersigned by Company's representative respectively through E-mail/FTP and on DVD media.

- b. Consolidated weekly & monthly reports on the progress of Interpretation which shall include among others the step of interpretation, workflow/steps, snapshot of results and percentage of Interpretation accomplished in each sector signed by Contractor and countersigned by Company's representative respectively through E-mail/FTP and on DVD media.
- c. Contractor shall provide all Seismic processed and interpreted data as per Clauses 11.1 & 11.2 mentioned below.

11.1 **DELIVERABLES TO BE SUBMITTED FOR SEISMIC DATA PROCESSING:**

1. **Deliverables in soft copies:**

A) For Pre-Stack Time Migration

- a) Two (2) sets of all deliverables with appropriate information (area/sector wise) to be provided in each of the following mentioned media:
 - i. IBM 3592 cartridge (E05) ≤ Memory Capacity 300GB
 - ii. LTO 5 cartridge
 - iii. Portable Hard Disc having RAID 1 configuration

Sl. No.	Description	Format
1	Raw data with geometry with Navigation information stamped onto SEG-Y header	SEG-Y
2	Near Surface Velocity Model & relevant maps (to map scale) (if refraction statics is applied).	SEG-Y
3	Pre-migrated CMP gathers with Navigation information, noise suppression, statics solution, gain recovery etc. applied before & after Q-compensation (if applied).	SEG-Y
4	Final Pre- migrated CMP Gathers (input to PSTM processing workflow)	SEG-Y
5	Final Pre - migrated stack section.	SEG-Y
6	Raw Pre-Stack Time Migrated Stack.	SEG-Y
7	Final Pre-Stack Time Migrated Gathers (No mute, with & without NMO) on floating datum.	SEG-Y
8	Final Pre-Stack Time Migrated Gathers (No mute, with & without NMO) on final datum	SEG-Y
9	Final Pre-Stack Time Migrated Stack with & without scaling	SEG-Y
10	Final Pre-Stack Time Migrated Stacks (Near, Mid & Far "Offset /angle" sub stacks (after final noise attenuation without TVF & Gain)	SEG-Y
11	Final Migration velocity fields used for PSTM (with & without smoothing)	SEG-Y
12	Final Stacking velocity field (after High density Velocity picking)	SEG-Y
13	The zero phased Pre-stack Time Migrated Gathers (with & without NMO) & Stack section with and without scaling	SEG-Y

- b) Two (2) sets of all deliverables with appropriate information (area/sector wise) to be provided in each of the following mentioned media:
 - i. DVD
 - ii. Portable Hard Disc having RAID 1 configuration

Sl. No.	Description	Format
1	Final SPS (Source, Receiver & Relation) files used for Geometry Assignment with all requisite information mapped.	ASCII
2	Trace Editing Tables and first break pick files (if refraction statics is applied).	ASCII
3	Final mute file	ASCII
4	Final Migration velocity fields used for PSTM (with & without smoothing)	ASCII
5	Final Stacking velocity field (after High density Velocity picking)	ASCII
6	SEG-Y wire frames for all the deliverables as applicable for data loading in Industry standard software packages.	ASCII
7	Basemap - final Source-Receiver position & CMP location to map scale 1:25,000 & 1.50,000	CGM & PDF

B) For Pre-Stack Kirchhoff Depth Migration

a) Two (2) sets of all deliverables with appropriate information (area/sector wise) to be provided in each of the following mentioned media:

- i. IBM 3592 cartridge (E05) \leq Memory Capacity 300GB
- ii. LTO 5 cartridge
- iii. Portable Hard Disc having RAID 1 configuration

Sl. No.	Description	Format
1	Raw Pre-Stack Depth Migrated Gathers	SEG-Y
2	Raw Pre-Stack Depth Migrated Stack	SEG-Y
3	Final Pre-Stack Depth Migrated Gathers	SEG-Y
4	Final Pre-Stack Depth Migrated Gathers (Converted to Time domain)	SEG-Y
5	Final Pre-Stack Depth Migrated Stack	SEG-Y
6	Final sections of estimated eta, epsilon & delta model	SEG-Y
7	Final Pre-Stack Depth Migrated Stack (Time converted)	SEG-Y
8	Final Pre-Stack Depth Migration Velocity Field in depth (RMS & Interval)	SEG-Y
9	Final Stacking Velocity in depth	SEG-Y

b) Two (2) sets of all deliverables with appropriate information (area/sector wise) to be provided in each of the following mentioned media:

- i. DVD
- ii. Portable Hard Disc having RAID 1 configuration

Sl. No.	Description	Format
1	Final mute file	ASCII
2	Final Pre-Stack Depth Migration Velocity Field in depth (RMS & Interval)	ASCII
3	Final Stacking Velocity in depth	ASCII
4	SEG-Y wire frames for all the deliverables as applicable for data loading in Industry standard software packages.	ASCII

C) Two (2) sets of final Processing Report (in Word & PDF formats) area/sector wise to be provided in DVD and Hard drive.

D) Five (5) copies of final presentation area/sector wise in DVD and Hard Drive.

E) Five (5) Nos. of copies of all presentations on parameter testing, QC results & attribute plots of various workflows, their intermediate output etc. in DVD.

F)

2. Deliverables in hard copies:

A) Five (5) nos. of Hard bound Final Processing Report area/sector wise.

B) Four (4) Nos. of detailed list of deliverables area/sector wise, capturing all the descriptions in each cartridges/tape/DVD/hard drive/ SEG-Y wire frames for all the deliverables.

Note:

a) The final Processing report should be comprehensive in itself; as in that all the QC measures, methodologies, processes utilized, workflow/sequences (with parameters), parameterization test results are part and parcel of the report but not limited to those spelt out herein. The report should also include details of interim key processing steps illustrating efficacy of the process utilized, value addition & inferences drawn from deliverables.

b) The final deliverables as mentioned above are in addition to the quarterly deliverables to be submitted against the quarterly invoices for seismic data processing as specified in clause 33.7 of SECTION-I, PART-3.

11.2 DELIVERABLES TO BE SUBMITTED FOR SEISMIC DATA INTERPRETATION:

i. The Contractor shall submit area/sector wise five (5) hard copies and two (2) sets of soft copies on DVD/Hard Disk of detailed final report within two (2) weeks of completion of the interpretation. The report must cover each and every aspect as per scope and objective of the work in an internationally accepted format. Apart from the final report, the following should also be submitted in hard copies:

a) All TWT and depth maps in three scales 1: 25000, 1: 50000 and 1: 100000

b) All geological sections/correlations/Seismo-geological sections should be provided at 1:3960 vertical scales

c) Interpreted seismic sections

d) Fault pattern maps

e) Correlation of seismic data to any other geoscientific data available for the areas under study.

f) Velocity Maps

g) Isopach & Isochronopach Maps

h) Attribute Maps

i) Any other maps relevant to interpretation on suitable scale

ii. Soft Copies of interpretation with appropriate information in External hard disk as under:

- a) Two set of full Interpreted data in ASCII format.
- b) Two set of full Interpreted data in Geoframe-Charisma (Version 4.1.1 Linux) compatible format.

Note:

- a) The final Interpretation report should be comprehensive in itself; as in that all the QC measures, methodologies, processes utilized, workflow/sequences (with parameters), parameterization test results are part and parcel of the report but not limited to those spelt out herein. The report should also include details of interim key steps illustrating efficacy of the step, value addition & inferences drawn from deliverables.

12.0 MEETING, DISCUSSION & PRESENTATION BY THE CONTRACTOR:

During continuation of the study comprising of 2D Seismic Data Processing & Interpretation, meetings, discussion and presentation will have to be given by the Contractor at their facilities to the Geoscientists of Company so that the interactions are dynamic and Company's Geoscientist have the opportunity to be associated & review specifics of the study.

Apart from the above, the Contractor has to make a detailed technical presentation to the Management and Geoscientist of Company on completion of the Seismic Data Processing & Interpretation work (completion of project) at **Geophysics Department, Duliajan, Assam in India at mutually agreeable dates.**

13.0 QUALITY OF WORK:

- 13.1 Contractor shall carry out the services (2D Seismic Data Processing and Interpretation) in a fully professional manner and shall warrant that the information produced shall be of a quality acceptable to the Company as per international standards.
- 13.2 If the quality/standard of Processing & Interpretation work carried out is not acceptable to the Company, the Contractor will undertake to re-perform that part of the services causing dissatisfaction at their own expense. Company's standard for the performance shall be the one accepted by the international standard of the Geophysical Industry.
- 13.3 Company reserves the right to inspect the Contractor's computer centre for the processing and interpretation jobs before commencement of work. The work will start only when the Company representatives are fully satisfied with the preparedness of the Contractor for taking up the entire job of processing and interpretation.
- 13.4 Quality control of processing is the responsibility of the contractor. As part of the contract, contractor should include a complete set of quality control techniques that shall supplement the various steps outlined in processing sequence.
- 13.5 All necessary QC and diagnostics such as data display, impulse response, amplitude spectrum etc. will be made available to Company representative for study and verification. Examination of data for QC may require hard copy as well as online evaluation on workstation. Facility should also exist to take the screen dump, whenever required.
- 13.6 Company representatives will be made aware of interpretative processing procedures that will be applied during processing of data.

END OF SECTION- II

Part-3
SECTION-III
SPECIAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

Following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires:

- 1.1 "Work" means each and every activity required for successful performance of the services described in **SECTION-II, PART-3 SCOPE OF WORK/TERMS OF REFERENCE/TECHNICAL SPECIFICATION** as per international standards.
- 1.2 "Contractor's Key personnel" mean the personnel as mentioned under **SECTION-II, SCOPE OF WORK/TERMS OF REFERENCE/TECHNICAL SPECIFICATION** to be provided by Contractor to conduct the work hereunder.
- 1.3 "Approval" as it relates to Company, means written approval.
- 1.4 "Facility" means and includes all property of Company owned or hired, to be made available for the services under this Contract.
- 1.5 "Certificate of Completion" means certificate issued by the Company to the Contractor stating that he has successfully completed the jobs/works assigned to him and submitted all deliverables & necessary reports as required by the Company.

2.0 CONTRACTOR'S PERSONNEL:

- 2.1 Except as otherwise hereinafter provided the selection, replacement, and engagement; Contractor shall determine remuneration of Contractor's personnel. Such employees shall be solely of Contractor's employees. Contractor shall ensure that its personnel will be competent and efficient. However, the Contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the company before the actual deployment. The Contractor shall not deploy its personnel unless cleared by the company.
- 2.2 Contractor shall provide all manpower for necessary supervision and execution of all work under this contract to company's satisfaction except where otherwise stated. The minimum number of key personnel to be deployed is mentioned in this document.
- 2.3 Contractor shall immediately remove and replace any of his personnel, who in the opinion of company, is incompetent or negligent or of unacceptable behavior or whose employment is otherwise considered by company to be undesirable.

3.0 COMPANY'S REQUISITES:

- 3.1 Contractor shall, prior to mobilization, furnish to Company a list of all personnel who are to perform the Services. The list shall show each person's qualifications, details of work history and previous employment with dates, training courses attended, and copies of all pertinent certifications. Personnel must be fluent in written and spoken English.

- 3.2 If the Contractor plans to change any personnel from the list, then he shall notify Company in advance of the intended change and give Company the above mentioned particulars of the new person.
- 3.3 Company reserves the right to reject any person on such list, and any subsequent changes to the list.
- 3.4 A notice period of one week shall be given to mobilize the personnel.
- 4.0 FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT OIL INDIA LIMITED:**
- 4.1 Food, lodging and other requirements of Contractor's personnel during data collection and visit to OIL's facility as per the details laid out in the Contract shall be the sole responsibility of the Contractor.
- 4.2 Transportation of Contractor's personnel from Guest House/Hotel to OIL's facility shall be the sole responsibility of the Contractor.
- 4.3 Contractor shall arrange for medical facilities for their personnel. However, OIL may provide services of OIL Hospital as far as possible in emergency on payment.
- 5.0 CONTRACTOR'S ITEMS:**
- 5.1.1 Contractor shall provide equipment and personnel to perform the services under the contract as specified in this document.
- 5.1.2 Contractor shall be responsible for maintaining at its own cost adequate stock levels of items including spares and replenishing them as necessary for successful completion of the services as stipulated in the Contract.
- 5.1.3 Contractor shall be responsible for the maintenance and repair of all equipment installed at Contractor's facility.
- 6.0 CONTRACTOR'S SPECIAL OBLIGATIONS:**
- 6.0 Contractor shall comply with all instructions of Company consistent with the provision of this Contract.
- 6.1 The Contractor should use latest versions of all software packages during the period of the contract.
- 6.2 Contractor shall arrange at their own cost all consumables & spares including papers, cartridges, data tapes and other consumables and spares needed for the work.
- 6.4 The list of personnel defined in **ANNEXURE - III**, indicates the minimum requirement of key personnel. However, the Contractor may choose other personnel e.g. Geophysicists, Geologists, etc. that the Contractor deems are required to accomplish the job as per the Scope of Work/Terms of Reference/Technical Specification **SECTION-II, PART-3** and time frame for completion of the work as stipulated in the Contract.

- 6.5 The Contractor shall furnish the list with Bio-data of key personnel proposed to be deployed prior to the commencement of Work. The bio-data shall include the name, nationality, qualification, experience and passport details of the person **as per PROFORMA - H**.
- 6.6 The Contractor's expatriate and technical personnel must have thorough knowledge of English.
- 6.7 The Contractor's personnel must be sound enough to provide the above services in international standard, failing which Company reserves the right to ask for removal of any Contractor's personnel with 24 hours' notice.
- 6.8 Any other work required for the efficient and successful execution of work shall be carried out by the Contractor except those enumerated under the obligation of the Company defined in **Clause 4.0 of SECTION - I, PART - 3**.
- 6.9 The Contractor shall ensure safe storage of all the datasets, output/deliverables, reports etc. under the preview of the study on workstations/recording media for a period of two year from the date of completion of the Contract.

7.0 CONFIDENTIALITY:

- 7.1 Contractor agrees to be bound by professional secrecy and undertake to keep confidential all the dataset as well as any information/output obtained during the conduct of work, take all-reasonable steps to ensure that the contractor's personnel likewise keep such information confidential.
- 7.2 This obligation shall keep in force even after the termination date and until such information will be disclosed by company.
- 7.3 Contractor shall handover to company all company's documents, datasets etc. Concerning the work carried out and which are still in its possession after completion of the work at their own cost.
- 7.4 Contractor shall forbid access to the datasets, ancillary information and results of the study in any form to any person/organization not involved in the work or not authorized by the company to have access to the datasets, ancillary information and results of the study, however, this provision is not applicable to any Government and/or police representative on duty.

8.0 RIGHTS AND PRIVILEGES OF COMPANY:

Company shall be entitled:

- 8.1 To check the work center/Facility and other Contractor's resources before the commencement of work. If they are not found in good order or do not meet the international standards as per the requirement of the work stipulated in the Contract, the contractor may not be allowed for commencement of work until the Contractor has remedied such default.
- 8.2 To order suspension of work while and whenever:
- a) Contractor's personnel is deemed by company to be not satisfactory, or

- b) Contractor's equipment/work methodology does not conform to regulations or to the specifications laid down in the Contract.
- c) Contractor's insurance in connection with the operations hereunder is found by company not to conform to the requirements set forth in the contract.
- d) Contractor fails to meet any of the provisions in the contract.
- e) Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.

9.0 HEADINGS:

The headings of the clauses of the contract are for convenience only and shall not be used to interpret the provisions hereof.

10.0 ASSOCIATION OF COMPANY'S PERSONNEL:

- 10.1 Company's Geoscientist (maximum 4 nos. at a time) will be associated with the work during the course of work at the Facility of the Contractor. They also must provide fax, telephone and internet facilities to Company representatives at their office.
- 10.2 The Contractor shall execute the work with professional competence and provide the Company with a standard of work customarily provided by reputed geophysical Contractors to major National & International oil companies in the petroleum industry.
- 10.3 The final parameters of processing workflow for 2D seismic dataset will be decided in consultation and approval of the Company's representatives after the Contractor has conducted the necessary tests, test processing and analysis. The seismic interpretation workflow will also be decided in consultation and approval of the company's representative. Contractor shall not change any parameters without prior approval of Company's representative.

11.0 PROVISION OF PERSONNEL AND FACILITIES:

- 11.1 The Contractor shall provide competent, qualified and adequately experienced personnel for carrying out jobs as mentioned in scope of work.
- 11.2 All the personnel provided by the Contractor must have requisite experience in respective fields and should be fluent in English language. On Company's request, Contractor shall remove and replace at their own expenses, any of their personnel whose presence/performance is considered undesirable/unsuitable in the opinion of the Company.
- 11.3 The Contractor shall be responsible for and shall provide for all requirements of their personnel, if any including but not limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and all immigration requirement and taxes, if any, payable in India or outside at no extra charges to the Company.
- 11.4 Contractor shall forward the list of personnel deployed along with bio-data/qualification/experience of the personnel during the course of submission of their bids with all supporting documents. Any additional manpower deployed by the Contractor shall be at the expense of the Contractor.

11.5 Company reserves the right to instruct for removal of any Contractor's personnel who in the opinion of company is technically not competent or not rendering the services faithfully, or due to other reasons. The replacement of such personnel shall be immediate and not exceed duration of One (1) week. The deported personnel shall be allowed to continue the job till the replacement arrives with the discretion of the Company. However, no extension to the entire duration of the contract will be given to the contractor on such accounts.

12.0 QUALITY OF WORK:

12.1 Contractor shall carry out the services in Time & Depth domain as applicable in a fully professional manner. The Contractor must warrant that the QC measures, methodology/workflows employed & outputs/deliverables generated amongst others (as per the terms of the Contract) during the currency of the Contract shall be of a quality acceptable to the Company. If the quality/standard of work carried out is not acceptable to the Company, the Contractor will undertake to re-perform that part of the services causing dissatisfaction at their own expense. Company's standard for the performance shall be the one accepted by the international standard of the Geophysical Industry. If such corrective work is not performed within a reasonable time, the Company at its option may have such remedial work carried out by others and charge the cost thereof to the Contractor which the Contractor must pay promptly. In case of partial completion of job by the contractor, the company at its own option/discretion may have such work carried out by any other service provider and charge the cost for the entire consequential loss due to the failure in completion of the job and additional cost if any to the Contractor which the Contractor must pay promptly.

12.2 Company reserves the right to examine status report of the resources for carrying out Processing & Interpretation of the jobs before commencement of work. The work will start only when the Company representatives are satisfied with the same.

13.0 GENERAL HSE GUIDELINES:

13.1 It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating.

13.2 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the work/ operations to be done by the contractor and how it is to be managed.

13.3 The contractor shall provide a copy of the SOP to the person designated by the Manager/Supervisor/owner who shall be supervising the contractor's work.

13.4 Keep an up to date SOP and provide a copy of changes to a person designated by the Manager/Supervisor/Owner.

13.5 Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent

personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the Manager/Supervisor/Owner a site specific code of practice in line.

- 13.6 It will be entirely the responsibility of the Contractor/his Supervisor/his Manager/representative to ensure strict adherence to all HSE measures and statutory rules during the work at their facility and safety of workers engaged by him.
- 13.7 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 13.8 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 13.9 The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- 13.10 The health checkup of contractor's personnel is to be done by the contractor in authorized Health Centers.
- 13.11 A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- 13.12 A contractor employee must, while at work, cooperate with his or her employer or other persons as far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 13.13 In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
- 13.14 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
- 13.15 For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/pertaining to Health, Safety and Environment.

END OF SECTION – III

Part-3
SECTION - IV
SCHEDULE OF RATES

The bidder shall quote the following rates in their price bid as per the format (PROFORMA - B) attached herein. The payment shall be made for the actual work done

DESCRIPTION OF CHARGES:

1.1 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 deployment of their entire resources including personnel & materials in their Processing & Interpretation Centre, obtaining statutory clearances if any. Onetime payment of mobilisation charges shall be made by Company at the beginning, only after due certification by Company representative regarding successful completion of Mobilisation as per terms of Contract.
- ii) Mobilization charges will be payable only when all equipment and personnel are positioned at the centre free from all defects /encumbrances and data processing work is commenced.
- iii) Payment towards “**Mobilization Charges**” shall be restricted to maximum 2 % (two percent) of the total estimated contract value, which the bidder should note while quoting the mobilization charges, else their offer will be rejected.

1.2 2D SEISMIC DATA PROCESSING:

A1. CHARGES FOR 2D PRE-STACK TIME MIGRATION:

- i) Charges for Pre-Stack Time Migration (Pre-STM) data processing shall be quoted per LKM basis inclusive of all cost the Contractor is expected to incur for carrying out such Pre-STM processing of 2D Seismic Data.
- ii) The rate is to be quoted by the Bidder keeping in view the sequence mentioned in Scope of Work/Terms of Reference.
- iii) Any charges for submission of report with recommendation if any should be inclusive.

A2. CHARGES FOR 2D PRE-STACK DEPTH MIGRATION:

- i) Charges for Pre-Stack Depth Migration shall be quoted per LKM basis inclusive of all cost the Contractor is expected to incur for carrying out such Pre-SDM processing of 2D Seismic Data.
- ii) OIL at its discretion may decide to carry out Pre-SDM on selected volume of the data. The choice of depth processing shall be decided on the basis of test results of Pre-SDM as stipulated in the Scope of Work. Payment will be made as per actual Pre-SDM data processed.
- iii) Any charges for submission of report with recommendation if any should be inclusive.

1.3 2D SEISMIC DATA INTERPRETATION:

B1. CHARGES FOR 2D SEISMIC DATA INTERPRETATION:

- i) Charges for Interpretation shall be payable on per LKM basis inclusive of all cost the Contractor is expected to incur for carrying out interpretation of 2D Seismic Data.

- ii) The Rate is to be quoted by the Bidder keeping in view the sequence mentioned in Scope of Work/Terms of Reference.

B2. CHARGES FOR STRUCTURAL RESTORATION AND CROSS-SECTION BALANCING:

- i) Charges for structural restoration and cross-section balancing shall be payable **per location basis**. Therefore, Contractor to carry out structural restoration and cross-section balancing for each potential drilling location, which will be identified after data interpretation and in consultation/discussion with Company Representatives. Bidders to quote all inclusive rates for the same per location accordingly. Payment will be made as per actual.

B3. CHARGES FOR PRESSURE REGIME ANALYSIS:

- i) Charges for Pressure regime Analysis shall be payable **per location basis**. Therefore, Contractor to carry out Pressure regime Analysis for each potential drilling location, which will be identified after data interpretation and in consultation/discussion with Company Representatives. Bidders to quote all inclusive rates for the same per location accordingly. Payment will be made as per actual.

B4. CHARGES FOR SUBMISSION OF REPORT WITH RECOMMENDATION FOR EXPLORATION AND RISK WEIGHTED ECONOMIC ANALYSIS:

Charges for submission of report with recommendation for exploration and risk weighted economic analysis shall be payable on **Lump sum basis**.

1.4 PAYMENT FOR 2D SEISMIC DATA PROCESSING AND INTERPRETATION SHALL BE DONE AS GIVEN BELOW:

The volume / quantum of work mentioned for each sector is estimated quantum and it may vary at the time of execution. The payment will be restricted for actual volume / quantum of work processed and interpreted and the same shall be payable as per below mentioned tabulation at the unit rate specified in the price schedule in **PROFORMA - B**.

Activity	Payment Schedule
After completion and acceptance of data processing of the completed lines in each quarter.	40% of unit rate quoted for Processing per unit LKM X Total accepted processed data in LKM.
After completion and acceptance of data interpretation of the respective sector.	(40% of unit rate quoted for Processing per unit LKM + 80% of unit rate quoted for Interpretation per unit LKM) X Total accepted processed data in LKM of the sector for which interpretation has been completed.
After final acceptance of Processing & Interpretation deliverables for the respective sector as specified in Deliverables under the Scope of Work.	(20% of unit rate quoted for Processing per unit LKM + 20% of unit rate quoted for Interpretation per unit LKM) X Total accepted processed data in LKM of the sector for which interpretation has been completed & final acceptance of submitted Processing & Interpretation deliverables is complete.

Note:

- i. The Charges for **2D seismic data processing & interpretation** should cover the entire scope of work detailed herein in this bid document. It should include all the charges associated with use of equipment/accessories, spares, consumables, stationeries, charges of Contractor's personnel, processing tests, QC measures, and deliverables including providing office space for Company representatives during work association at Contractor's Processing & Interpretation centers.
- ii. Separate payment will not be made by Company for travel, boarding, lodging and en-route expenditure of Contractor's personnel in connection with execution of this contract including collection of 2D Seismic Data & other relevant data/information from Company and for presentation/discussion on final report at Duliajan, Assam, India. Therefore, Contractor must include all such costs as deemed necessary in their quoted rates above. However, during their visit to Duliajan, accommodation may be permitted in Company's Guest House on chargeable basis on request, subject to vacancy/availability.
- iii. The rates for seismic data processing & interpretation also include:
 - a. Payment of all liabilities of turnover tax, sales tax, entry tax, VAT, custom duties and any other taxes / levies / duties as applicable.
 - b. Royalty payment of fees and utilization of patent rights, if any.
 - c. Any other charges that are implied/intended to be included as per terms of the contract.
- iv. After Processing & Interpretation of the data, Contractor shall arrange for packing, insurance and other formalities as well as safe transportation of the dataset & deliverables (as defined in Clause 11.1 & 11.2 of Scope of Work). All the dataset and deliverables pertaining to the project must be handed over to the Company along with other requisite technical information and reports to Deputy General Manager (Geophysics), Oil India Limited, Duliajan, Assam.
- v. The rates for 2D data Processing & Interpretation are all inclusive and inter alia include charges for operation, maintenance, upkeep, repair/replacement of equipment, instruments, hardware and software, and all other accessories. Any damage/loss of the equipment etc. deployed for the work shall be the Contractor's liability.
- vi. Rates/charges should be quoted strictly as per Price Bid Format (**PROFORMA - B**) inclusive of all applicable taxes & duties i.e., Corporate Tax, Personal Tax etc., but excluding Service Tax which will be to Company's account.

END OF SECTION-IV

INTEGRITY PACT

Between
Oil India Limited (OIL) hereinafter referred to as "The Principal"
And
(Name of the bidder).....hereinafter referred to as "The Bidder/Contractor"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for services under IFB No. **CDG3623P17**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section 1 - Commitments of the Principal

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

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.

1. 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.
2. The Principal will exclude from the process all known prejudiced persons.

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

Section 2 - Commitments of the Bidder/Contractor

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

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or

the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

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

Section 5 - Previous transgression

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

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

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

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

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

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

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor,

which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

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

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

(A J Sarmah)

For the Principal

Place: Duliajan

Date: 24.01.2017

For the Bidder/Contractor

Witness1:

Witness 2:

&&&&

FORMAT FOR BIDDER'S COMMUNICATION DETAIL

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

Note:

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

PRICE BID FORMAT

(FOR BID EVALUATION)

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

Currency:
(Please specify)

Srl. No.	Brief Description of Services	Unit	Quantity (a)	Unit Rate (b)	Amount (c)=(a) X (b)
1	MOBILIZATION CHARGES	Lump Sum	1		
2	2D SEISMIC DATA PROCESSING: (As detailed in Scope of Work & Terms of Reference in the Bid Document)				
A1.	Charges for Pre-Stack Time Migration (Pre-STM) of 2D Seismic Data.	LKM	7475		
A2.	Charges for Pre-Stack Depth Migration (Pre-SDM) of 2D Seismic Data, if decided by Company (Optional).	LKM	7475		
Total Charges for Data Processing "A" = A1 + A2					
3	2D SEISMIC DATA INTERPRETATION: (As detailed in Scope of Work & Terms of Reference in the Bid Document)				
B1.	Charges for Interpretation of 2D Seismic Data.	LKM	7475		
B2.	Structural Restoration and Cross-Section Balancing of 2D Seismic Data (Optional).	Location	10		
B3.	Pressure Regime Analysis of 2D Seismic Data (Optional).	Location	10		
B4.	Submission of Report with Recommendations for Exploration and Risk Weighted Economic Analysis.	Lump sum	1		
Total Charges for Data Processing "B" = B1 + B2 + B3 + B4					
GRAND TOTAL EVALUATED DATA PROCESSING & INTERPRETATION VALUE FOR CAMPAIGN - 1, 2 & 3 is "C" = Lump Sum Mobilization Charges + A + B					

NOTES:

1. The items referred above are to be read in conjunction with Scope of Work and Schedule of Rates.

2. OIL at its discretion may decide to carry out Pre-SDM on selected volume of the data. Payment will be made as per actual Pre-SDM data processed.
3. OIL at its discretion may decide to carry out Structural Restoration and Balancing as per technical requirement. Payment will be made as per actual.
4. OIL at its discretion may decide to carry out Pressure Regime Analysis as per technical requirement. Payment will be made as per actual.
5. The Bid in which the rate for any of the above services is not quoted shall be rejected. However, if no charge is envisaged by the bidder for any of the above work, '**NIL**' should be mentioned against such services.
6. The bidders are to quote rates as above inclusive of all their liabilities including taxes and duties as applicable, except the Service Tax which will be extra to Company's account, if payable. The Service Tax as applicable will be extra to Company's account. However, Liability of payment of Service Tax will rest on the Contractor. Only in case of foreign bidder who does not have any office in India, it will be Company's liability to pay the applicable service Tax to the competent authorities.
7. **The quantity/parameters assumed above including optional mentioned items are only for the Bid evaluation purpose as assessed by Company. It is, however, to be clearly understood that the quantity may vary during job execution and payment will be made to the Contractor on the basis of actual job execution.**
8. Bidder must confirm details of their Indian Agent, if any and whether any agency commission included in their quoted rates above.

Authorized Person's Signature: _____

Name: _____

Seal of the Bidder:

BID FORM

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

Sub: TENDER NO.: CDG3623P17

Gentlemen,

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

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

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

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

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

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

Dated this _____ day of _____ 2017.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

STATEMENT OF COMPLIANCE

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

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

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

Authorised Person's Signature: _____

Name: _____

Designation:_____

Seal of the Bidder:

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

Authorised Person's Signature: _____

Name: _____

Designation:_____

Seal of the Bidder:

FORM OF BID SECURITY (BANK GUARANTEE)

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

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the COMPANY)'s **Tender No.: CDG3623P17**. KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the COMPANY in the sum of (*) for which payment well and truly to be made to COMPANY, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this _____ day of _____ 2016.

THE CONDITIONS of these obligations are:

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

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

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

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

LETTER OF AUTHORITY

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

Sir,

SUB: OIL's TENDER NO. CDG3623P17

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.

FORM OF PERFORMANCE BANK GUARANTEE

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

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

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

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

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

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

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

Date.....

Place _____

SAMPLE RESUME FORMAT**(FOR KEY PERSONNEL DEPLOYMENT IN PROCESSING & INTERPRETATION TEAM)****Position as per List of Key Personnel:****Name** _____ :**Total Years of Experience:****Educational Qualification:****Experience Detail** _____ :

Position	Client Name	Client Contact Details	Project Type(2 D or 3D)	Project Area & Quantum of Work	Duration (YYYY)		Duration (in Years)
					From	To	
Proc./Int. Supervisor	TTTT, France	Mr A. Abcdef, abcdef@tttt.com	3D	Gulf of Mexico, XXX Sq.Km	2014	Present	2
Senior Proc./Int. Geophysicist	NNN, Malaysia	Mr B. Gfdth, gfdth@nnn.com	3D	Offshore Vietnam, XXX Sq. Km	2012	2014	2
Proc./Int. Geophysicist	XXX, India	Mr. C. Gkkl, gkkl@ppp.co.in	2D	Onshore, Rajasthan XXX LKM	2010	2012	2

Job Responsibilities:

Processing/Interpretation Supervisor, Trinidad & Tobacco Geophysical Services, Angola, 2015 to Present.

- Relevant job responsibilities as Processing/Interpretation Supervisor.

Senior Processing/Interpretation Geophysicist, Trinidad & Tobacco Geophysical Services, Angola, 2012 to 2015.

- Relevant job responsibilities as Senior Processing/Interpretation Geophysicist.

Processing/Interpretation Geophysicist, Trinidad & Tobacco Geophysical Services, Angola, 2012 to 2015.

- Relevant job responsibilities as Processing/Interpretation Geophysicist.

Publications:

2005, Case History: Seismic Attribute Analysis in Eastern Desert Field, SEG Abstracts for Annual Meeting, 2005,

Language Proficiency:

Personal Details :

Father's Name :
Date of Birth :
Residential Address :
Nationality :
Passport Number :
Date of Issue :
Date of Expiry :
Email Id :

NOTE:

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

AGREEMENT FORM

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

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

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

WHEREAS, COMPANY had issued a firm Letter of Intent No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against COMPANY's **Tender# CDG3623P17**. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in COMPANY's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

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

COMPANY to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

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

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

Signed, Sealed and Delivered,

For and on behalf of
COMPANY (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

UNDERTAKING - MOBILIZATIONS

To

M/s. Oil India Limited,

P.O. Duliajan, Assam, India

Dear Sir/Madam,

We here by confirm the followings:

1. We shall collect data from OIL's Field Head Quarter Duliajan and commence Processing Work **within 30 days** on intimation letter received from OIL after issue of LoA.
2. We have **NOT** quoted mobilization charges more than **2% (Two Percent)** of the total evaluated contract value.
3. We shall deploy Key Personnel as per **ANNEXURE -III & CHECK LIST - 2** and Equipments as per **CHECK LIST - 1**.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

AREA - 1 / SECTOR - I

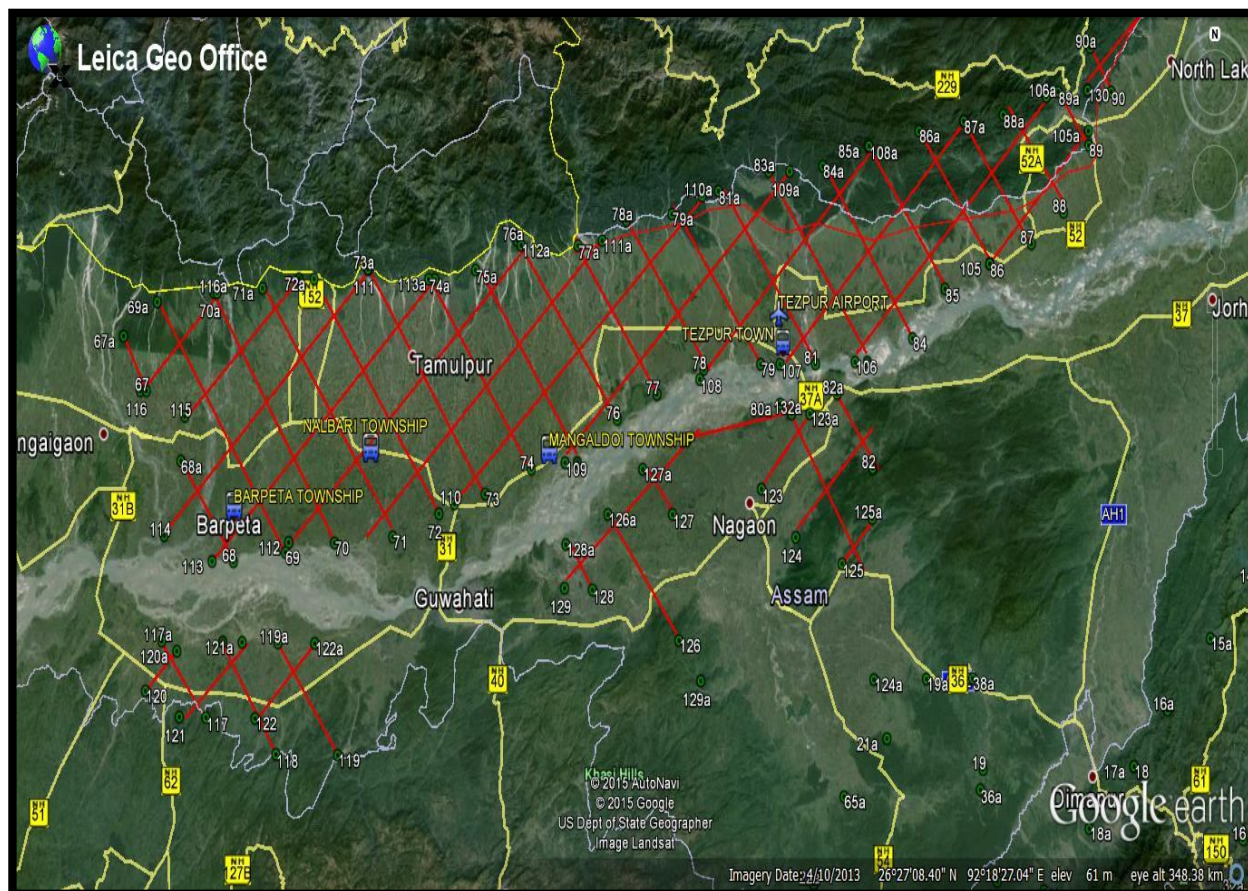


Figure-1: Area of operation with proposed 2D profiles covering parts of North and South Bank of river Brahmaputra in Assam and part of Arunachal Pradesh.

AREA - 1 / SECTOR - II

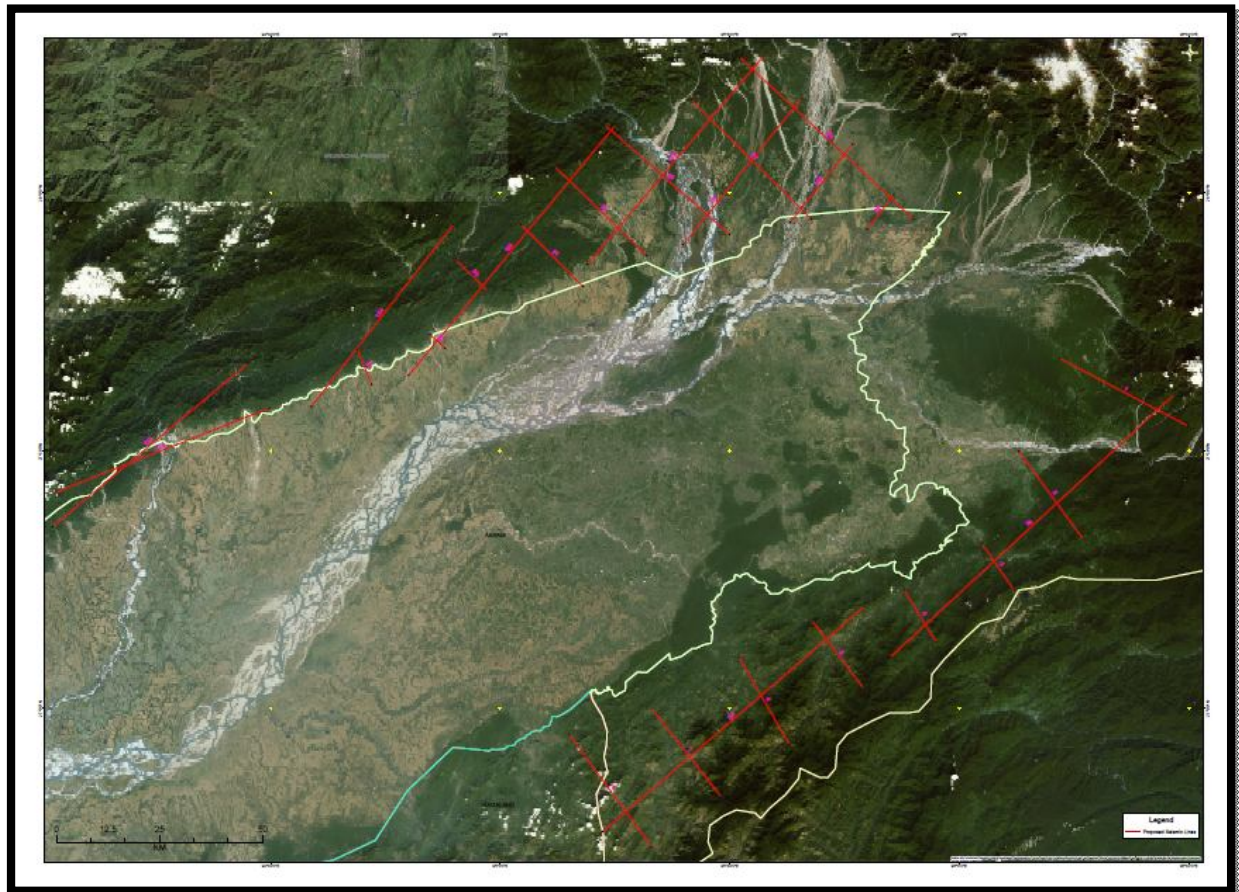


Figure-2: Map of Operation area with proposed 2D profiles covering Arunachal Pradesh and Assam (North and South Bank of Brahmaputra River).

AREA - 2 / SECTOR - IV



Figure-3: Map of Operation area with proposed 2D profiles covering Mizoram and Tripura.

AREA - 2 / SECTOR - II



Figure-4: Map of Operation area with proposed 2D profiles covering Manipur.

AREA - 2 / SECTOR - III

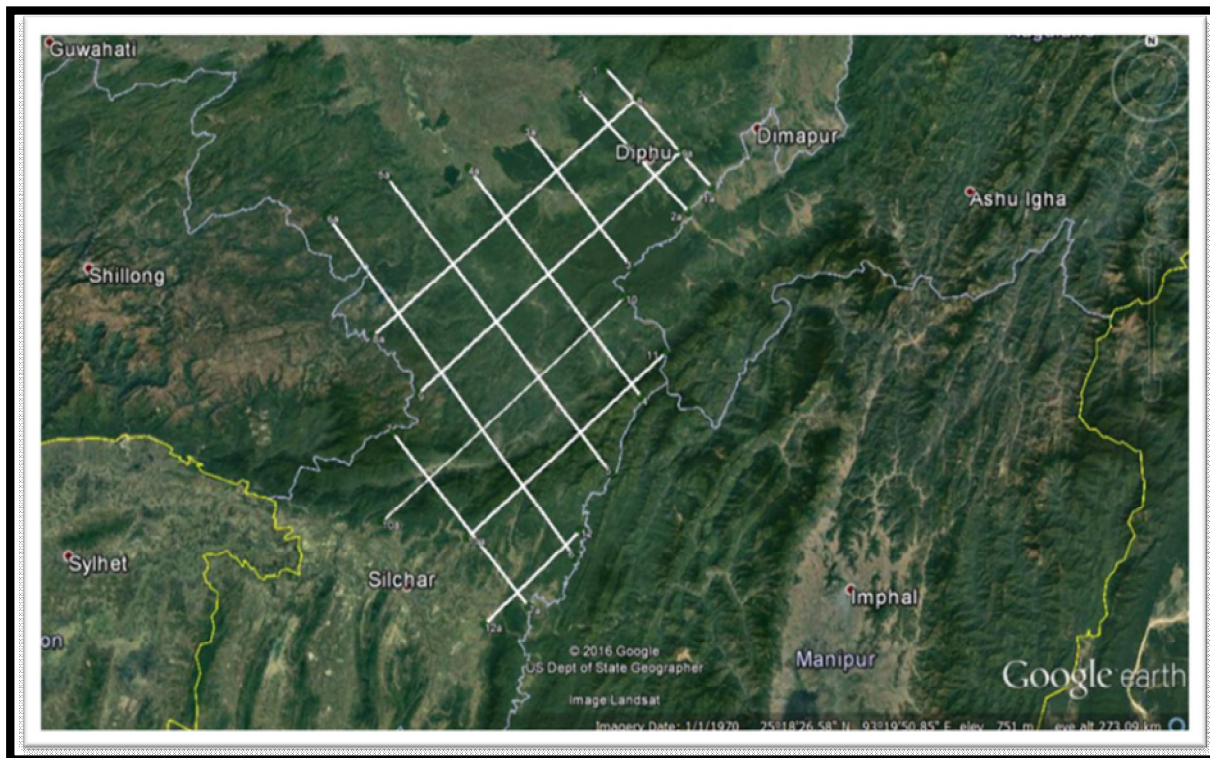


Figure-5: Map of Operation area with proposed 2D profiles covering North Cachar Hills-Karbi Anglong.

KEY PERSONNEL TO BE DEPLOYED BY THE BIDDER**A. DATA PROCESSING:**

Sr. No.	Position	Minimum Work Experience	Minimum Number of Personnel
1	Processing Supervisor	15 yrs	One
2	Senior Processing Geophysicist	10 yrs	Five
3	Processing Geophysicist	5 yrs	Five

The Bidder must be in seismic data processing in last five years preceding the date of original bid closing.

The project team should have following processing experience:

2. Processing Supervisor must have 15 years of experience in seismic data processing preceding the date of original bid closing, during which he/she must have undertaken the following :
 - a) Minimum four (4) projects of 2D/3D land Pre-Stack Time Processing.
 - b) Minimum two (2) projects of 2D/3D land Pre-Stack Depth Processing.
 - c) At least one (1) project pertaining to fold/thrust belt areas/hill ranges.
3. Senior Processing Geophysicist must have 10 years of experience in seismic data processing preceding the date of original bid closing, during which he/she must have undertaken the following :
 - a) Minimum two (2) projects of 2D/3D land Pre-Stack Time domain processing.
 - b) Minimum one (1) project of 2D/3D land Pre-Stack Depth domain processing.
4. Processing Geophysicist should have at least 5 years of experience in seismic data processing and should have processes at least one (1) project of 2D land Pre-Stack Time domain processing and Pre-Stack Depth Imaging project preceding the date of original bid closing.
5. In case the Bidder proposes separate Pre-Stack Time and Depth Imaging teams then each should have relevant experience in Time and Depth imaging projects as mentioned above.

B. DATA INTERPRETATION:

Sr. No.	POSITION	MINIMUM WORK EXPERIENCE	MINIMUM NUMBER OF PERSONNEL
1	Team Leader	15 yrs	One
2	Senior Interpretation Geoscientist	10 yrs	Five
3	Interpretation Geoscientist	5 yrs	Five

The Bidder must be in seismic data Interpretation in last five years preceding the date of original bid closing.

The project team should have following processing experience:

2. Team Leader must have 15 years of experience in seismic data interpretation preceding the date of original bid closing, during which he/she must have undertaken the following :

- a) Minimum four (4) projects of 2D/3D land seismic data interpretation.
- b) At least one (1) project pertaining to fold/thrust belt areas/hill ranges.

Team Leader shall be responsible for data interpretation and coordinate interpretation related activities. He/she will also interact with the processing group to get the best-processed outputs for interpretation.

3. Senior Interpretation Geoscientist must have 10 years of experience in seismic data interpretation preceding the date of original bid closing, during which he/she must have undertaken minimum two (2) projects of 2D/3D land seismic data interpretation.
4. Interpretation Geoscientist should have at least 5 years of experience in seismic data interpretation and should have interpreted at least one (1) project of 2D land seismic data interpretation preceding the date of original bid closing.

Notes:

1. Bidder must submit detailed Bio-data of all its key personnel to be deployed for the whole period of the project, along with the technical bid. Bidder shall deploy the same persons whose Bio-data is offered in the bid. They shall not be replaced or transferred without prior notification to the Company. Company's approval is essential in case they are desired to be replaced by the bidder with equally competent persons satisfying minimum experience criteria and Company's decision in this regard will be final.
2. The above list indicates the requirement of Key Personnel and their experience. The Contractor may deploy additional manpower in required number of Processing Geophysicists & Interpretation Geologists/Geophysicists to accomplish the 2D Seismic Data Processing and Interpretation job as per the defined parameters and time frame. The detailed bio-data of such additional key personnel must be submitted with the technical bid as per **PROFORMA - H**. All the key personnel must be fluent in speaking, writing and understanding English language.

EXPERIENCE STATEMENT OF BIDDER/SERVICE PROVIDER

Experience in providing Seismic Data Processing & Interpretation during last five (5) years preceding the date of original bid closing.

Sr. No.	Contract No	Name of Client	Area of Survey	Normal or Thrust -fold belt hilly region	Volume of seismic data processing and interpretation (Quantity)		Commencement of contract	Completion of contract
					2D (LKM)	3D (Sq. Km.)		
SEISMIC DATA PROCESSING :								
1.								
2.								
3.								
4.								
5.								
6.								
SEISMIC DATA INTERPRETATION:								
1								
2.								
3.								
4.								
5.								
6.								

Note:

1. Please add rows & extra sheets if required.
2. Please enclose copies of contracts/work orders and completion/payment Certificates etc. issued by clients clearly showing the Scope and Volume of work completed.
3. The bidder only have to submit the documentary evidence for those mentioned experience in tabulated form as above in respect of satisfactory execution of the contract (s) **as per TEC clause 4.1.1.**

Name of the Bidder:

Seal & Signature:

DETAILS OF CURRENT WORK IN HAND AND OTHER CONTRACTUAL COMMITMENTS OF THE BIDDER

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

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

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

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

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

Place:

Date:

Seal:

Membership Code:

Registration No. :

Signature

TENTATIVE DATA AVAILABILITY SCHEDULE

AREA / SECTOR	AREA NAME	PROPOSED QUANTUM (IN LKM)	QUARTER IN FY	FY 2017-18 (IN LKM)	FY 2018-19 (IN LKM)
Area-1 Sector-I	ASSAM- ARUNACHAL PRADESH	2360	Q1	416.47	416.47
			Q2	416.47	277.65
			Q3	416.47	0.00
			Q4	416.47	0.00
			Q1+Q2+Q3+Q4	1665.88	694.12
Area-1 Sector-II	ARUNACHAL PRADESH-ASSAM	870	Q1	113.48	113.48
			Q2	113.48	113.48
			Q3	113.48	113.48
			Q4	113.48	75.65
			Q1+Q2+Q3+Q4	453.91	416.09
Area-2 Sector-IV	MIZORAM- TRIPURA	2500	Q1	326.09	326.09
			Q2	326.09	326.09
			Q3	326.09	326.09
			Q4	326.09	217.39
			Q1+Q2+Q3+Q4	1304.35	1195.65
Area-2 Sector-II	MANIPUR	870	Q1	113.48	113.48
			Q2	113.48	113.48
			Q3	113.48	113.48
			Q4	113.48	75.65
			Q1+Q2+Q3+Q4	453.91	416.09
Area-2 Sector-III	NC HILLS	875	Q1	114.13	114.13
			Q2	114.13	114.13
			Q3	114.13	114.13
			Q4	114.13	76.09
			Q1+Q2+Q3+Q4	456.52	418.48
FINANCIAL YEARWISE CUMULATIVE				4334.58	3140.42

ANNEXURE – II A

Tentative Time Schedule for 2D Seismic Data Processing & Interpretation of 7475 LKM in Assam, Arunachal Pradesh, Manipur, Mizoram, Tripura

CALENDER YEAR		2016		2017										2018										2019							
FINANCIAL YEAR		2016-17					2017-18										2018-19														
Sector/Area /Quantum	Activity	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	
Sector-I of Area-1 AS & AP 2360 LKM	Data Acq. Work								Monsoon Break														X								
	Proc. & Int. Work																							X							
Sector-II of Area-1 AP & AS 870 LKM	Data Acq. Work								Monsoon Break													Monsoon Break							X		
Sector-IV of Area-2 MZ & TRP 2500 LKM	Proc. & Int. Work																												X		
Sector-II of Area-2 MN 870 LKM	Data Acq. Work								Monsoon Break													Monsoon Break							X		
Sector-III of Area-2 NCH & KA 875 LKM	Proc. & Int. Work																												X		

Data Acquisition in Field

P & I of Acquired Data

X: Completion