



**FORWARDING LETTER**

M/s \_\_\_\_\_  
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**Sub: IFB No. CDG4172P21 for Passive Seismic Tomography (PST) survey with an objective to provide estimate of sedimentary thickness, sub-surface structural disposition, basement configuration in the study area and identification of the hydrocarbon prospects and leads.**

Dear Sirs,

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

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced Contractors through OIL's e-procurement site for '**Passive Seismic Tomography (PST) survey with an objective to provide estimate of sedimentary thickness, sub-surface structural disposition, basement configuration in the study area and identification of the hydrocarbon prospects and leads**'. 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.	:	<b>CDG4172P21</b>
(ii)	Type of Bidding	:	Online - Single Stage-Two Bid System
(iii)	Tender Fee	:	Not Applicable
(iv)	Bid Closing Date & Time	:	As mentioned in Online E-tender portal
(v)	Technical Bid Opening Date & Time	:	As mentioned in Online E-tender portal
(vi)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.

(vii)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
(viii)	Bid Opening Place	:	Office of CGM-Contracts Contract Department, Oil India Limited, Duliajan -786602, Assam, India.
(ix)	Bid Validity	:	120 days from date of Bid Closing
(x)	Mobilization Time	:	As defined in the tender
(xi)	Bid Security Amount	:	<b>Rs. 55,07,000.00 or US\$ 73,000.00</b>
(xii)	Bid Security Validity	:	<b>Minimum upto 31<sup>st</sup> December 2020</b>
(xiii)	Original Bid Security to be submitted	:	Office of CGM-CONTRACTS, CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xiv)	Amount of Performance Security	:	10% of total contract value
(xv)	Validity of Performance Security	:	Up to 3(three) months from date of completion of contract
(xvi)	Duration of the Contract	:	18 months from the date of issuance of LOA.
(xvii)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer clause No. 2.0 of Special Condition of Contract (SCC) in Part-3 Section-III.
(xviii)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
(xix)	Bids to be addressed to	:	CGM-Contracts, Contract Department, Oil India Limited, Duliajan-786602, Assam, India.
(xx)	Pre-Bid Conference	:	Tentatively scheduled on <b>29<sup>th</sup> April 2020</b> .
(xxi)	Last Date for receipt of Pre-bid Queries	:	<b>27.04.2020</b> <b>(Queries received after 27.04.2020 will not be entertained)</b>

**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 Organization's Name and Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**

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

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

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

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

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

4.5 Parties, who do not have a User ID, can click on Guest login button in the e-Tender portal to view and download the tender. The detailed guidelines are given in User Manual available in OIL's E-Procurement site. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 0374- 2807171/7192.

#### 5.0 **PRE-BID CONFERENCE:**

5.1 A Pre-Bid Conference is tentatively scheduled to be held on **29<sup>th</sup> April, 2020** at Duliajan, Assam 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 want to participate in the pre-bid meeting must confirm their participation and forward their pre-bid queries, if any latest by 27<sup>th</sup> April 2020.*** For details of the venue, bidders may contact CGM-Contracts, Oil India Ltd., P.O. Duliajan-786602, Phone: +91374-2808665/2808651 & E-mail: [contracts@oilindia.in](mailto:contracts@oilindia.in).

5.2 It is recommended to the prospective Bidders to attend the pre-bid conference and to make site visits to familiarize themselves with all the salient features of terrain and available infrastructure along the pipeline route. This will help the bidder to understand the total requirement for proper bidding.

5.3 Maximum two (2) representatives from each prospective Bidder, who registered themselves against the tender 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.

5.4 The prospective bidders shall submit their queries/clarifications against the tender through E-mail / Courier addressed to CGM-Contracts, Oil India Ltd., Duliajan-786602, Assam and such queries must reach OIL's office at Duliajan latest by **27.04.2020**. OIL shall provide clarifications to only those queries received within this date. Queries/ Clarifications against the tender received beyond **27.04.2020** 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.

5.5 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 have registered against the tender. 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.

5.6 The exact date and venue of pre-bid conference will be intimated later on.

#### 6.0 **IMPORTANT NOTES:**

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

i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.

ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. Undertaking of authenticity of information/documents submitted as per **Annexure-E** should be submitted along with the technical bids.

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

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

vi) If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.

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

RFx Response Number 60037504 RFx Number TESTARUP Status In Process Submission Deadline 15.04.2017 11:00:00 INDIA Opening Date 15.04.2099 00:00:00 INDIA

RFx Response Version Number Active Version RFx Version Number 1

RFx Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

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

Go to this Tab "**Technical Attachments**" for Uploading "Technical Bid" files.

▼ Notes

Clear

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

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature

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

**On “EDIT” Mode, Bidders are advised to upload “Technical Bid” and “Priced Bid” in the places as indicated above.**

**Notes:**

- \* The “Technical Bid” shall contain all techno-commercial details **except the prices.**
- \*\* The “Priced bid” must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

viii) Maintenance of Total bid value in the Response: For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing to all the Techno-commercially qualified Bidders against the tender after price bids are opened in the system. For tenders where **Detailed Price Information under RFX Information Tab is “No price”**, the Price Bid is invited against the tender through attachment form under “Notes & Attachment”. In such tenders, Bidders must upload their pricing as per the **“Price Bid Format – Proforma-B”** under **“Notes & Attachment”** and additionally fill up the on-line field “Total Bid Value” under **“RFX Information”** Tab Page with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

The “Total Bid Value” as entered by the Bidder in the on-line response shall be displayed in the E-tender portal amongst the techno-commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders on the “Total Bid Value” field.

It is to be noted that Amount mentioned in the “Total Bid Value” field will not be considered for bid evaluation and evaluation will be purely based on the Price bid submitted as per the “Price Bid Format: Proforma-B” under “Notes & Attachments” tab page.

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

Thanking you,

Yours faithfully,  
**OIL INDIA LIMITED**

**Sd/-**  
**(B. Brahma)**  
**Sr. Manager – Contracts**  
**For Chief General Manager – Contracts**  
**FOR RESIDENT CHIEF EXECUTIVE**

**PART-1**  
**INSTRUCTIONS TO BIDDERS (ITB)**

- 1.0** Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.1** Bidders are advised to have a thorough reconnaissance of the area, to know the terrain and get themselves fully acquainted with details of surface topographic features, fair weather slot, weather conditions, working culture in the area, socio-political environment, security aspects and law of the land, prior to submitting their bids. This will also help them to judiciously select proper inputs for successful execution of the project. However, all such related expenses shall be to bidder's account. The bidders shall be deemed, prior to submitting their bids, to have satisfied themselves all the above aspects and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

**A. BID DOCUMENTS**

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

- (a) A Forwarding Letter highlighting the following points:
  - (i) Company's 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
- (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) Estimated CIF value of items at the time of import, (Proforma-A)
- (i) Price Schedule Format, (Proforma-B)
- (j) Bid Form, (Proforma-C)
- (k) Statement of Non-Compliance, (Proforma-D)
- (l) Bid Security Form, (Proforma-E)
- (m) Performance Bank Guarantee Form, (Proforma-F)
- (n) Agreement Form, (Proforma-G)
- (o) Proforma of Letter of Authority, (Proforma-H)
- (p) Authorisation for Attending Bid Opening, (Proforma-I)
- (q) Integrity Pact, (Annexure-A)
- (r) Annual Turnover & Net worth of Bidder (Annexure-B)
- (s) Proforma of Bank Guarantee towards PP-LC (Annexure-C)
- (t) Safety Measures (Annexure-D)

(u) Undertaking of authenticity of information/documents submitted (Annexure-E)

- 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 User ID 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 Tab "**Technical Rfx**" under the tab "Amendments to Tender Documents". The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. **Bidders are to check from time to time the E-Tender portal ["Technical Rfx" Tab and under the folder "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 prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

- 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 (to be uploaded in "Technical Attachments" tab)**

- (i) Complete technical details of the services and equipment specifications with catalogue, etc.

- (ii) Documentary evidence established in accordance with Clause 10.0 hereunder.
- (iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.11 below.
- (iv) Copy of Bid-Form without indicating prices in Proforma-C
- (v) Statement of Non-compliance as per Proforma-D
- (vi) Proforma-A: List of items to be imported without the CIF values.
- (vii) Copy of Priced Bid **without indicating prices** (Proforma-B)
- (viii) Integrity Pact digitally signed by OIL's competent personnel as Annexure-A, attached with the bid document to be digitally signed by the bidder.

**Note: Please note that, price should not be mentioned in the "Technical Attachments" tab.**

**(B) PRICED BID (to be uploaded in "Notes and Attachments" tab)**

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

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

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

**7.0 BID FORM:**

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

**8.0 BID PRICE:**

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

**9.0 CURRENCIES OF BID AND PAYMENT:**

- 9.1 A bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price.

- 9.2 Indian bidders too can submit their bids in any currency (including Indian Rupees) and receive payment in such currencies on par with foreign bidders. However, currency once quoted will not be allowed to be changed.

**10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

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

**11.0 BID SECURITY:**

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

- 11.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide **Proforma-E** or a Bank Draft/Bankers' cheque in favour of OIL and payable at Duliajan, Assam or an irrevocable Letter of Credit (L/C) from any of the following Banks –

a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or

b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or

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

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

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

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

- 11.4 Any bid not secured in accordance with **sub-clause 11.2/11.3** 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:
- If the bidder withdraws the bid within its original/extended validity.
  - If the bidder modifies/revise their bid suo-moto.
  - If the bidder does not accept the order/contract.
  - If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
  - If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder
- 11.10 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years.
- 11.11 **The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC must be uploaded by bidder along with the Technical bid in the “Technical Attachment” tab of OIL’s E-portal.** The original Bid Security shall be submitted by bidder to the office of CGM-Contracts, Oil India Ltd., Duliajan-786602(Assam), India in a sealed envelope which must reach CGM-Contract’s office on or before 12.45 Hrs (IST) on the Bid Closing date.
- 11.12 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.
- 11.13 The Bank Guarantee issuing bank branch must ensure the following:

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

- “MT 760 / MT 760 COV” for issuance of bank guarantee.
- “MT 760 / MT 767 COV” for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch indicating the Tender No. CDG4172P21 to HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602. The Bank details are as under:

Bank Details of Beneficiary		
a	Bank Name	HDFC BANK LIMITED
b	Branch Name	Duliajan

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

## **12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:**

- 12.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.
- 12.2 MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.

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

- 12.2.1 For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regards and request for bid closing date extension on that plea shall not be entertained by Company.

## **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 Organization's 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. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only 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 to be made to a document after uploading, the same may be deleted and such revised document is to be Digitally Signed again before uploading. It is advised to delete the unwanted documents before submission of the response. The Power of Attorney shall be submitted by bidder as mentioned in Para 15.1 below.

In case the digital signature is not of "Class-3" with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

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

## **15.0 SUBMISSION OF BIDS**

15.1 The tender is processed under Single stage - Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions are available in "**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 Attachment" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded in the attachment link under "Notes & Attachments" Tab under General Data in the e-portal. **No price should be given in the "Technical Attachment", 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 CGM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs(IST) on the bid closing date indicated in the IFB:

- i) The Original Bid Security along with 1(one) copy
- 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. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- 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 (as per **Proforma-I**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" 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 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 techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially 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 or the latest available will be taken into account for conversion of foreign currency into Indian Rupees. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.

## **24.0 EVALUATION AND COMPARISON OF BIDS:**

The Company will evaluate and compare the bids as per **BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC), PART-2** of the Bid 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 21.5**.

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

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-A** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. **If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.**

- 34.2 The names of the OIL's Independent External Monitors at present are as under:

- a. Shri Sutanu Behuria, IAS (Retd);  
E-mail: [sutanu2911@gmail.com](mailto:sutanu2911@gmail.com)
- b. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC;  
E-Mail id: [jagmohan.garg@gmail.com](mailto:jagmohan.garg@gmail.com)
- c. Shri Rudhra Gangadharan, IAS(Retd.), Ex-Secretary, Ministry of Agriculture;  
E-Mail: [rudhra.gangadharan@gmail.com](mailto:rudhra.gangadharan@gmail.com)

#### **35.0 LOCAL CONDITIONS:**

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

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

**36.0 SPECIFICATIONS:**

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

**37.0 DELETED**

**END OF PART-1**

**&&&&**

**PART-2**  
**BID EVALUATION CRITERIA (BEC)**

- 1.0**      **VITAL CRITERIA FOR BID ACCEPTANCE:** The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bidders are advised not to take any exception/deviation to the Bid Documents. Exceptions/Deviations, if any, should be brought out during the **Pre-Bid Conference** as scheduled against this Tender. After processing such suggestions, Company may communicate the changes, if any, through an addendum to the tender document in this regard to the prospective bidders who purchased the tender document. Still, if any exceptions/deviations are maintained in the bid, such conditional/nonconforming bids shall not be considered, but shall be rejected.
- 2.0**      **GENERAL CONFORMITY:** Bids will be rejected in case the equipment and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected.
- 3.0**      **EVALUATION CRITERIA:**
- 3.1**      **Technical Evaluation Criteria:**
- 3.1.1**      **Experience of the bidder:**
- 3.1.1.1**      Bidder must have minimum three (3) years of experience in conducting 'Acquisition, Processing & Interpretation (API) of Passive Seismic Tomography (PST) Data' preceding the Original Bid Closing date.
- 3.1.1.2**      Bidder must have successfully completed at least one (1) project of 'Acquisition, Processing & Interpretation of Passive Seismic Tomography Data' for oil & gas exploration with a minimum of 50 seismometer stations during last seven (07) years preceding the Original Bid Closing date.
- 3.1.1.3**      Bidder must have successfully completed a minimum of 300 SQKM 'Acquisition, Processing & Interpretation of Passive Seismic Tomography Data' in the last seven (07) years preceding the Original Bid Closing date.

Note: To this effect, i.e. fulfilment of **Clause-3.1.1** above, Bidders must submit documentary evidence as:

Contract/Agreement copy along with satisfactory completion certificate clearly mentioning Contract/Agreement No., dates of project execution (mentioning the duration of project along with start & end dates) and volume of job completed.

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 'API of Passive Seismic Tomography Survey' in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the Technical Bid

in support of the experience criteria laid down above as per enclosed **Annexure-I**.

**3.1.2 Indian Company/Indian Joint Venture Company as bidder:**

Either the Indian Company/Indian Joint Venture Company or its Technical Collaborator/ Joint venture partner must meet the criteria under **Clause-3.1.1** above.

3.1.2.1 **Indian Companies/Joint Venture Companies:** Indian bidders whose proposal for technical collaboration 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, one day prior to the date of price bid opening. Bidder must submit along with their technical bid Memorandum of Understanding (MOU)/ Agreement with their technical collaborator / Joint venture partner (in case of Joint venture) clearly indicating their roles & responsibilities under the scope of work.

3.1.2.2 MOU/Agreement concluded by the bidder with technical collaborator, must also be addressed to the Company, clearly stating that the MOU Agreement is applicable to this tender and shall be binding on them for the entire contract period. The MOU must unconditionally and unequivocally declare that the MOU shall remain valid during the validity of the Contract. Notwithstanding the MOU/Agreement, the responsibility of completion of job under this contract will be with the bidder.

3.1.2.3 The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised. In case of involvement of overseas bidder, the MOU / Agreement should be notarised / endorsed by Indian Embassy.

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

3.1.3.1 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.

3.1.3.2 The leader of the consortium must satisfy the minimum experience requirement as per **Clause-3.1.1** above.

3.1.3.3 The leader of the consortium must confirm unconditional acceptance of full responsibility of executing the “Scope of Work” of this tender. This confirmation must be submitted along with the technical bid.

3.1.3.4 MOU/Agreement concluded by the bidder with consortium partners, should be addressed to the Company, clearly stating that the MOU/ Agreement is applicable to this Tender and shall be binding on them for the entire contract

period, including extension, if any. The MOU must unconditionally and unequivocally declare that the MOU shall remain valid during the validity of the Contract. The MOU/Agreement should be submitted along with the Technical bid.

- 3.1.3.5 Only the Leader of the consortium shall register against the tender on e-portal and submit bid on behalf of the Consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.
- 3.1.3.6 The Bid Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and with name(s) & address(es) of Consortium members. Similarly, the Performance Security shall be in the name of the Leader on behalf of the Consortium.
- 3.1.3.7 The leader of the Consortium on behalf of the Consortium shall coordinate with OIL during the period the bid is under evaluation, as well as, during the execution of works, in the event contract is awarded and shall also be responsible for resolving dispute/ misunderstanding/undefined activities, if any, amongst all the Consortium members.
- 3.1.3.8 Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.
- 3.1.3.9 Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.
- 3.1.3.10 In case of Consortium bids, the bid shall be digitally signed by the leader of Consortium. The Power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the Bid.
- 3.1.3.11 Documents/details pertaining to qualification of the Bidder must be furnished by each partner/ member of consortium complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.
- 3.1.3.12 **Constitution of Consortium:** If during evaluation of bid, a consortium leader proposes any alterations/ changes in the constitution or replacement or inclusion or expulsion of any partner(s)/ member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection.
- 3.1.3.13 **Signing of Contract:** In the event of award of contract to the consortium, the contract to be signed by the members of the consortium and the liability of each one of them shall be jointly and severally.

- 3.1.3.14 Members of the consortium are not allowed to quote separately/ independently against this tender. All the bids received in such case will be summarily rejected. Further, all bids from parties with technical support from the same Principal will be rejected.
- 3.1.3.15 Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid for the NIT and authorising designated executives of each company to sign in the MOU to be provided along with the technical bid.
- 3.1.3.16 The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised. In case of involvement of overseas bidder/consortium partner, the MOU / Agreement should be notarised / endorsed by Indian Embassy.

**3.1.4 Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of the Parent/Subsidiary Company:**

Offers of those bidders who themselves do not meet experience criteria as stipulated in **Clause-3.1.1** above can also be considered provided the bidder is a 100% subsidiary company of the parent company (Supporting Company) which meets the above mentioned experience criteria or the parent company can also be considered on the strength of its 100% subsidiary company(Supporting Company). However, the parent/subsidiary company of the bidder should on its own meet the technical experience as aforesaid and should not rely on its sister subsidiary/co-subsubsidiary company or through any other arrangement like technical collaboration etc. In that case, as the subsidiary company is dependent upon the technical experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder must enclose an agreement, as per format furnished vide **Appendix-I**, between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee, as per format furnished vide **Appendix-II**, from the parent/subsidiary company to OIL for fulfilling the obligations under the agreement, along with the technical bid.

**3.1.5** In case of situation mentioned in **Clause-3.1.4** above, following conditions are required to be fulfilled/documents to be submitted:

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

having any Permanent Establishment in India in terms of Income Tax Act of India.

- 3.1.5.2 Undertaking from the supporting company to the effect that in addition to invoking the Performance Security submitted by the Contractor, the Performance Security provided by supporting company shall be invoked by OIL due to non-performance of the Contractor.

**Note:** In case Supporting Company fails to submit Performance Bank Guarantee as per **Clause-3.1.5.1** above, Bid Security submitted by the bidder shall be forfeited.

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

- 3.1.7 Number of companies involved in Joint venture partnership/collaboration for bidding should not be more than three including the subsidiaries, parent company.

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

- 3.1.9 **Equipment & Accessories:** The offered Equipment & Accessories for deployment shall be less than 05 (Five) years of vintage preceding the Original Bid Closing date. The details of the Equipment & Accessories along with their vintage shall be specified as per **Annexure-II**. The Bidder has to submit a declaration to ensure the mobilization & deployment of same Equipment & Accessories as specified in **Annexure-II**, if awarded the contract.

- 3.1.10 The bidder shall engage and deploy well-experienced & qualified personnel for carrying out various operations related to work under this contract. Bidder must submit detail bio-data of all key personnel to be deployed by them for the entire period of the project along with the bid. Successful Bidder shall deploy the same persons whose Bio-data is offered in the bid for 'Acquisition, Processing & Interpretation of Passive Seismic Tomography Data'. 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 successful bidder with equally competent persons without hampering progress of work and Company's decision in this regard will be final. The bidder who do not meet the technical experience criteria on their own and are bidding on the technical experience/strength of Joint venture partner/consortium partner/ Technical collaborator/ parent/ subsidiary must deploy all the key personnel for performing the job of 'Acquisition,

Processing & Interpretation of Passive Seismic Tomography Data' from their technical counterpart only for the entire duration of contract.

- 3.1.11 Mobilization: The bidder must categorically confirm in the technical bid that in the event of award of contract, they will complete mobilization, site selection and Installation of seismometers within Three (3) months from the date of issuance of Letter of Award (LOA). Bidders should quote lump sum mobilization charges which should not exceed 5% (five percent) of the total evaluated contract value as per price bid format. However, mobilization charges if quoted in excess of 5% of the estimated contract cost, the excess amount shall be paid only after successful completion of the contract.

### **3.2 Financial evaluation criteria:**

- 3.2.1 The bidder must have **minimum annual financial turnover** of at least **INR 32.50 Crores or USD 4.50 Million** in any of the preceding three (3) financial/accounting years reckoned from the original bid closing date as per the Audited Annual Reports.

- 3.2.2 In case of Consortium of companies, any member of the Consortium shall have an annual financial turnover of minimum **INR 32.50 Crores or USD 4.50 Million** during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date and other member(s) of the consortium shall have an annual financial turnover of minimum **INR 16.25 Crores or USD 2.25 Million** during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. Borrowing support from parent/supporting company is not allowed to meet the financial criteria.

- 3.2.3 **Net worth** of bidder should be minimum **INR 6.50 Crores or USD 0.9 Million** for the accounting year preceding the original bid closing date. Similarly, in case of consortium bidding, the Net Worth of all the consortium partners individually should be positive and cumulative **Net worth** should be **INR 6.50 Crores or USD 0.9 Million** for the accounting year preceding the original bid closing date.

[**Net worth** shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses - account (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".]

- 3.2.4 **Working Capital:** The Bidder should have minimum working capital equal to **INR 6.50 Crores or USD 0.9 Million** for the accounting year preceding the original bid closing date. Similarly, in case of consortium bidding the cumulative working capital should be **INR 6.50 Crores or USD 0.9 Million** for the accounting year preceding the original bid closing date. In case the working capital is short, the bidder can supplement the same through line of credit from a scheduled commercial bank having net worth more than INR 100 crores as per enclosed format.

**Note:** Working Capital shall mean "Current Assets minus Current liabilities" as per latest year's audited consolidated annual Financial Statements.

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

- (i) Annual Turnover of the parent/ultimate parent/holding company in any of preceding three (3) financial years shall be **INR 32.50 Crores or USD 4.50 Million**.
- (ii) Net Worth of the parent/ultimate parent / holding company should be minimum **INR 6.50 Crores or USD 0.9 Million** for the accounting year preceding the original bid closing date.
- (iii) **Working Capital** of the parent/ultimate parent / holding company should be minimum **INR 6.50 Crores or USD 0.9 Million** for the accounting year preceding the original bid closing date.
- (iv) Corporate Guarantee (as per **Appendix-III**) on parent/ultimate parent/holding company's letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project/job in case the same is awarded to them, and
- (v) The bidder is a subsidiary company of the parent/ultimate parent /holding parent company.

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

**Notes:**

- (i) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:
  - (a) 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-B**. Please note that mentioning of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued by Chartered Accountant w.e.f. 1<sup>st</sup> February, 2019.

**OR**

- (b) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.
- (ii) 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.
- (iii) In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.

### **3.3 Commercial Evaluation Criteria:**

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

- 3.3.1** Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical RFx Response" Tab and Priced Bid as per **Proforma-B** uploaded in the "Notes & Attachments" Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.
- 3.3.2** Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subject to any variation. Bids with adjustable price terms will be rejected.
- 3.3.3** Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of OIL's Chief General Manager (Contracts), Oil India Limited, Duliajan – 786602, Dibrugarh, Assam India on or before 12.45 Hrs(IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.
- 3.3.4** Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 3.3.5** Bids should be valid for 120 days. Bids with shorter validity will be rejected as being non-responsive.

- 3.3.6** Bidders must quote rates in accordance with the price schedule outlined in PRICE BID FORMAT (**Proforma-B**); otherwise the Bid will be rejected. However, if no charge is involved for any of the work/item, '**NIL**' should be mentioned against such part of work. If any item in the Price Bid Format is left blank, then it will be construed that for that item bidder has quoted rate as "0". However, if a bidder indicates that they are not quoting for all the items then their offer will be rejected.
- 3.3.7** The Bid documents are not transferable. 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.
- 3.3.8** Bidders shall quote directly and not through their Agent/ Representative/ Retainer/ Associate in India. Bids submitted by Indian Agent/ Representative/ Retainer/ Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/ Representative/ Retainer/ Associate cannot represent more than one foreign principal.
- 3.3.9** Any Bid containing a false statement shall be rejected.
- 3.3.10** The Bids and all uploaded documents must be digitally signed using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 3.3.11** Contractor shall bear, within their quoted rates, all the taxes and duties including the personal tax as applicable in respect of their personnel and sub-Contractor's personnel, arising out of execution of the contract. Also, the Corporate Tax as applicable on the income from the contract will be to Contractor's account. However, their rates will be exclusive of GST and same has to be quoted in the space provided in the Price Bid Format.
- 3.3.12** The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
- 3.3.13** There must be no exception to the following Clauses including sub-Clauses, otherwise the Bid will be rejected:
- (i) Performance Guarantee Bond Clause
  - (ii) Force Majeure Clause
  - (iii) Tax liabilities Clause
  - (iv) Arbitration Clause
  - (v) Acceptance of Jurisdiction and Applicable Law Clause
  - (vi) Liquidated damage and penalty Clause
  - (vii) Safety and Labour Law
  - (viii) Insurance Clause
  - (ix) Termination Clause

- (x) Integrity Pact

**3.4 Bid Evaluation Criteria:**

- 3.4.1** The compliance statement (enclosed **Proforma-D**) should be digitally signed and uploaded along with the technical bid (un-priced). The compliance Statement (**Proforma-D**) clearly indicating “NIL Exception/Deviation” to Tender Clauses should be uploaded along with the Technical bid. **Exceptions/deviations to tender Clauses, if envisaged any by the bidders, must be brought out during the Pre-Bid Conference only** for deliberation and perusal of Company, subsequent to which no exception/deviation to tender terms shall be accepted against this Tender.
- 3.4.2** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of Clauses covered under BEC also and such clarifications fulfilling the BEC Clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.4.3** If any Clauses in the BEC contradict Clauses elsewhere in the Bid Document, then the Clauses in the BEC shall prevail.
- 3.4.4** The Company reserves the right to cancel/withdraw the tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the bidders or any obligation to inform the bidders of the grounds of Company’s action.
- 3.4.5** Bid involving a party in any form whose name is appearing in the prevailing list of banned/blacklisted vendors of OIL INDIA LIMITED shall be rejected outright.
- 3.4.6** The bids conforming to the Scope of Work, Terms and Conditions stipulated in the bidding document and considered to be responsive after subjecting to bid rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria described hereunder.
- 3.4.7** Commercial Bids (Price Bids) of only the technically qualified bidders subjected to BEC/BRC and have scored **minimum Qualifying marks** in **Quality and Cost Based Selection (QCBS)** will be opened on a predetermined date and the same will be evaluated taking into account the following factors viz. sum total cost of all components quoted by the bidders as per Price Bid Format (**Proforma-B**).
- 3.4.8** It is, however, to be clearly understood that the assumptions made in respect of the quantity of various items in the Price Bid Format (**Proforma-B**) are only for the purpose of evaluation of the bids. The Contractor will be paid on the basis of actual quantum of jobs carried out during job execution. However, execution of jobs in excess of the quantity mentioned herein requires Company’s prior approval.
- 3.4.9** Arithmetical errors, if any, in the price bids will be rectified on the following basis.

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

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

**3.4.11 Customs Duty:** In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil & IGST @5%) subject to conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable. Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017.

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

**3.4.12 Goods & Service Tax:** The bidder is to quote the rates/prices inclusive of all statutory liabilities, except the Goods & Service Tax (GST). GST as applicable shall be extra to OIL's account limiting to the rate quoted by the bidder until any statutory change takes place. However, the liability of payment of GST in case of Indian Bidder will rest on the Contractor while in case of foreign bidder not having any office in India; it will be Company's liability to pay the applicable amount of GST to the Competent Authorities.

### **3.5 Evaluation of Bids for Quality:**

- i) Bids qualifying as per Technical Evaluation Criteria (3.1 above) and Financial Evaluation Criteria (3.2 above) shall be eligible for this evaluation.
- ii) Bids shall be evaluated both in terms of *Quality* as well as *Quoted Price* i.e. **Quality & Cost Based Selection (QCBS)** methodology. The weightage for *Quality* is 60 and the weightage for the *Quoted price* is 40.
- iii) The marks allocated against various sub-sections under *Quality* of Bid shall be as hereafter.

### 3.5.1 Broad classification:

Sl.	Quality Criteria	Marks
1	Bidder's Experience	52 (Max)
2	Financial Criteria	08 (Max)

### 3.5.2 Sub breakup of marks for Quality & Cost Based Selection (QCBS) shall be as follows:

Sl.	Quality Criteria	Marks
<b>1</b>	<b>Bidder's Experience</b>	<b>52 (Max)</b>
<b>(a)</b>	Experience in 'Acquisition, Processing & Interpretation (API) of Passive Seismic Tomography (PST) Data' preceding the Original Bid Closing date.	<b>14 (Max)</b>
(i)	More than or equal to Three (03) but Limited to Five (05) Years	08
(ii)	More than Five (05) but Limited to Ten (10) Years	11
(iii)	More than Ten (10) Years	14
<b>(b)</b>	Successfully completed Projects of 'Acquisition, Processing & Interpretation of Passive Seismic Tomography Data' for oil & gas exploration with a minimum of 50 seismometer stations during last seven (07) years preceding the Original Bid Closing date.	<b>14 (Max)</b>
(i)	One (01) to Three (03) Projects	08
(ii)	Four (04) to Six (06) Projects	11
(iii)	More than Six (06) Projects	14
<b>(c)</b>	Cumulative 'Acquisition, Processing & Interpretation of Passive Seismic Tomography Data' in the last seven (07) years preceding the Original Bid Closing date.	<b>14 (Max)</b>
(i)	More than or equal to 300 SQKM but limited to 500 SQKM	08
(ii)	More than 500 SQKM but limited to 1000 SQKM	11
(iii)	More than 1000 SQKM	14
<b>(d)</b>	Experience of the Bidder's: Strength of the Bidder i.e. the offer submitted on its own strength or through Joint venture partner (s)/Collaborator(s) / Consortium of companies.	<b>10 (Max)</b>
(i)	Offer submitted through Joint venture partner (s)/Collaborator(s) / Consortium of two (2) or more no. of companies.	06

(ii)	Offer submitted on its own strength.	10	
<b>2</b>	<b>Financial Criteria</b>		<b>08 (Max)</b>
(a)	Annual Turnover in any of the preceding 03(Three) financial/accounting year reckoned from the original Bid Closing date.		
(i)	Annual Turnover greater than or equal to INR 32.50 Crores (or USD 4.50 Million) but less than INR 42.50 Crores (or USD 5.90 Million)	06	
(ii)	Annual Turnover greater than or equal to INR 42.50 Crores (or USD 5.90 Million) but less than INR 52.50 Crores (or USD 7.30 Million)	07	
(iii)	Annual Turnover greater than or equal to INR 52.50 Crores (or USD 7.30 Million)	08	
<b>TOTAL=</b>			<b>60 (Max)</b>

**Notes:**

- (i) It shall be the bidder's responsibility to ensure submission of unambiguous /clear and sufficient documentary evidence in support of the evaluation criteria.
- (ii) OIL reserves the right to verify any or all data/document/information provided by the bidder. False statement by Bidder will make it liable for appropriate action.
- (iii) The Minimum Qualifying Marks a bid shall have to meet in Quality Criteria is 36 Marks (Out of 60 marks). Bidders not scoring the minimum qualifying marks in Quality Criteria shall be rejected.

**3.6 Evaluated Bid Price:**

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

- (i) The bidders must quote their Prices in the manner as called for vide Price Bid (**Proforma-B**).
- (ii) Commercial Bids shall be evaluated taking into account the Price quoted as per **Proforma-B** including quoted GST.
- (iii) Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST which shall be quoted separately in the Price Bid format.

### 3.7 Inter-Se-Ranking of the Qualified Bids:

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

An **Evaluated Bid Score (B)** will be calculated for each bids, which meets the minimum Qualifying marks of 36 in Quality Evaluation Criteria, using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid:

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

Where,

- C = Evaluated Bid Price of the bidder  
C<sub>low</sub> = The lowest of the evaluated bid prices among responsive bids  
T = The total marks obtained by the bidder against *Quality* criteria  
T<sub>high</sub> = The total marks achieved by the best bid among all responsive bids against *Quality* criteria  
X = 0.6 (The weightage for Quality is 60 and the weightage for the Quoted price is 40)

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

- (i) The bid with the highest Evaluated Bid Score (B) will be recommended for award of contract.
- (ii) In the event of two or more bids having the same highest Evaluated Bid Score (B), the bid scoring the highest marks against *Quality* criteria will be recommended for award of contract. **Even then, if the overall best bidder could not be arrived due to tie, draw of Lot will be resorted to arrive at the overall best bid.**

### 3.8 NOTE TO BEC:

- (i) All supporting documents/information as called for in compliance to various Clauses of BEC above must be submitted along with the Technical Bid, failing which the Bid shall be liable for rejection.
- (ii) These supporting documents must be self-certified/digitally signed by Bidder's authorized person. Company also reserves the right to verify the original documents.
- (iii) The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Price Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- (iv) The Bidder must submit the **Checklist-01**.

**END OF PART-2**

**&&&&**

**Part-3**  
**SECTION-I**  
**GENERAL CONDITIONS OF CONTRACT**

**1.0 DEFINITIONS:**

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

- (a) "The Contract" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "The Work" means each and every activity required for the successful performance of the services described in Section-II, the Terms of Reference.
- (d) "Company" or "OIL" means Oil India Limited;
- (e) "Contractor" means the Contractor performing the work under this Contract.
- (f) "Contractor's Personnel" means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) "Company's Personnel" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) "Gross Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (i) "Wilful Misconduct" means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

**2.0 EFFECTIVE DATE, MOBILISATION TIME/DE-MOBILIZATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:**

- 2.1 **EFFECTIVE DATE:** The contract shall become effective as of the date Company notifies the Contractor in writing (through Letter of Award) that it has been awarded the contract.
- 2.2 **MOBILISATION TIME:** Mobilization time shall be as per stipulations in **Clause-1.1 of SCC (Part-3, Section-III)** of tender document.

- 2.3 **DATE OF COMMENCEMENT OF OPERATION:** The date on which the mobilization is completed in all respects as certified by the Company's representative will be treated as the date of Commencement of Operation.
- 2.4 **DURATION OF CONTRACT:** Duration of Contract shall be as per stipulations in **Clause-1.0 of SCC (Part-3, Section-III)** of tender document.
- 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 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 they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable Company and statutory safety requirement. Upon Company's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.

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

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

6.0 **WARRANTY AND REMEDY OF DEFECTS:**

6.1 Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their 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 held by the Company, its employees, agents, other contractors, sub-contractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.
- 7.5 However, the above obligation shall not extend to information which:
- i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company;
  - ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;
  - iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;
  - iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;
  - v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company;

8.0 **TAXES:**

- 8.1 Tax levied on Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.
- 8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.
- 8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. 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.

## 9.0 **GOODS AND SERVICES TAX**

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

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

- 9.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.
- 9.3 "**GST**" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "**GST**" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
- 9.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST(i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods / Services (Service Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.
- 9.5 Bidder should also mention the **Harmonised System of Nomenclature** (HSN) and **Service Accounting Codes (SAC)** at the designated place in SOR.
- 9.6 **Where the OIL is entitled to avail the input tax credit of GST:**

- 9.6.1 OIL will reimburse the **GST** to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the executed quantities, the amount on which the **GST** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 9.6.2 The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 9.7 **Where the OIL is not entitled to avail/take the full input tax credit of GST:**
- 9.7.1 OIL will reimburse **GST** to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of **GST** subject to the ceiling amount of **GST** as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which **GST** is applicable will be modified on pro-rata basis.
- 9.7.2 The bids will be evaluated based on total price including **GST**.
- 9.8 Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.
- 9.9 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of **GST** against such invoice.
- 9.10 **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.
- 9.11 **GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.
- 9.12 Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- 9.13 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall

also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.

- 9.14 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 9.15 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.
- 9.16 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 9.17 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/ taxes finally assessed is on the lower side.
- 9.18 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
- 9.19 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 9.20 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 9.21 In case of statutory variation in **GST**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

Claim for payment of **GST**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of

differential (in %) **GST**, otherwise claim in respect of above shall not be entertained for payment of arrears.

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

- 9.22 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.
- 9.23 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 9.24 OIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 9.25 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 9.26 **Documentation requirement for GST:**  
The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, cess);

- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative. GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:
  - (i) The original copy being marked as ORIGINAL FOR RECIPIENT;
  - (ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
  - (iii) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

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

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

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

## 10.0 **INSURANCE:**

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

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

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.
- d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).

- e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
  - f) Public Liability Insurance as required under Public Liability Insurance Act 1991.
- 10.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 10.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 10.5 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.
- 10.6 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.
- 10.7 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.
- 10.8 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.
- 11.0 **CHANGES:**
- 11.1 During the performance of the work, Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.
- 11.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section-III). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 14 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

12.0 **FORCE MAJEURE:**

- 12.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 12.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 (Seventy-Two) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 12.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure rate' shall apply for the first 15 days. Either party will have the right to terminate the contract if such 'force majeure' condition continues beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment would apply after expiry of fifteen (15) days period unless otherwise agreed to. Time for performance of the relative obligation suspended by the 'Force Majeure' shall then stand extended by the period for which such cause lasts.

13.0 **TERMINATION:**

- 13.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract, thereof.
- 13.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 12.0 above.
- 13.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.
- 13.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

- 13.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and /or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/ material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.
- 13.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.
- 13.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 13.1 to 13.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract upto the date of termination including demobilisation cost if any.
- 13.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.
- 13.9 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 13.10 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.
- 14.0 **SETTLEMENT OF DISPUTES AND ARBITRATION:**
- 14.1 **Arbitration (Applicable for Suppliers/Contractors other than PSU):**  
Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:
1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
  2. The number of arbitrators and the appointing authority will be as under:

<b>Claim amount (excluding claim for interest and counter claim, if any)</b>	<b>Number of Arbitrator</b>	<b>Appointing Authority</b>
Upto Rs. 10 Crore	Sole Arbitrator	OIL
Above Rs. 10 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> 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. 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.
5. 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.
6. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended).
7. 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. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
  - (i) **20%of the fees if the claimant has not submitted statement of claim.**
  - (ii) **40% of the fees if the pleadings are complete**
  - (iii) **60% of the fees if the hearing has commenced.**
  - (iv) **80% of the fees if the hearing is concluded but the award is yet to be passed.**
8. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed 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, both parties shall equally share all expenditures that may be required to be incurred.

The fees and other administrative/secretarial expenses of the arbitrator(s) shall be paid in terms of the Act and such expenses shall be equally borne by the parties.

9. The Place of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.
10. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
11. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Dept. 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 place of arbitrations will be New Delhi. The award made in pursuance thereof shall be binding on the parties.

**15.0 NOTICES:**

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

<b><u>Company</u></b>	
a) <b><u>For contractual matters</u></b>	b) <b><u>For technical matters</u></b>
Chief General Manager (Contracts)	Chief General Manager (Geophysics)
OIL INDIA LIMITED	OIL INDIA LIMITED
PO DULIAJAN - 786602	PO Duliajan - 786602,
ASSAM, INDIA	Assam, India
Fax No. 91-374-2803549	Phone No. 91-374-2808420
Email: contracts@oilindia.in	Email: gvjrao@oilindia.in

c) **Contractor**

\_\_\_\_\_  
\_\_\_\_\_  
Fax No. :

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

16.0 **SUBCONTRACTING/ASSIGNMENT:**

- 16.1 Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party(ies). Except for the main services under this contract, Contractor may sub-contract the petty support services subject to Company's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.
- 16.2 If against an order placed by OIL, successful bidder(s) (other than Micro / Small Enterprise) is procuring materials/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority / engineer in charge the details like Name, Registration No., Address, Contact No. details of material and value of procurement made, etc. of such enterprises shall be furnished by the Contractor at the time of submission of invoice/bill."

17.0 **MISCELLANEOUS PROVISIONS:**

- 17.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.
- 17.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.
- 17.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.

- 17.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.
- 18.0 **LIQUIDATED DAMAGES (LD):**
- 18.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages as stipulated in Clause No. 2.0 of Special Condition of Contract (SCC) under Part-3, Section-III of tender document.
- 18.2 If the Contractor fails to mobilise within the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.
- 18.3 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.
- 19.0 **PERFORMANCE SECURITY:** The Contractor shall furnish to Company a Bank Guarantee amounting to 10% of estimated total Contract Price with validity of 3(three) months beyond the contract period towards performance security. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor.
- 20.0 **ASSOCIATION OF COMPANY'S PERSONNEL:** Company's engineer/Geoscientist will be associated with the work throughout the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed IP Survey Contractors to major international oil companies in the petroleum industry.
- 21.0 **LABOUR:** The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970.
- 22.0 **LIABILITY:**
- 22.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

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

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

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

- (a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.
- (b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.
- (c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

**24.0 INDEMNITY AGREEMENT:**

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

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

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

- 26.0 **SET-OFF:** Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with OIL (or such other person or persons contracting through OIL).
- 27.0 **WITHHOLDING:** Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of:
- a) For non-completion of jobs assigned as per Section-II.
  - b) Contractor's indebtedness arising out of execution of this Contract.
  - c) Defective work not remedied by Contractor.
  - d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
  - e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
  - f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
  - g) Damage to another Contractor of Company.
  - h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
  - i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

Withholding will also be effected on account of the following:

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

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

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

28.0 **APPLICABLE LAW:**

- 28.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in Dibrugarh/Guwahati.
- 28.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/ licenses etc. from appropriate authorities for conducting operations under the Contract:
- a) The Mines Act 1952- as applicable to safety and employment conditions
  - b) The Minimum Wages Act, 1948
  - c) The Oil Mines Regulations, 2017
  - d) The Workmen's Compensation Act, 1923
  - e) The Payment of Wages Act, 1963
  - f) The Payment of Bonus Act, 1965
  - g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
  - h) The Employees Pension Scheme, 1995
  - i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
  - j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
  - k) GST Act
  - l) Customs & Excise Act & Rules

- 29.0 **RECORDS, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit the Company and its authorised employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records of each service item 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 services 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 information, or give out to any third person information in connection therewith.

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

- 31.0 **ROYALTY AND PATENTS:** Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been

imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.

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

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

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

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

33.4 **INVOICES**: Mobilization charges will be invoiced only upon completion of mobilization. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company.

33.5 Contractor shall send invoice to company on the day following the end of each month for all daily or monthly charges due to the contractor.

33.6 Contractor will submit 03 (Three) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the company for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the Contractor for foreign currency and Indian currency.

33.7 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.

33.8 Company shall within 30 days of receipt of the invoice notify the contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion 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 Clause 34.3 above.

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

33.10 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by Company accompanied by the following documents from the Contractor:

- (a) Audited account up to completion of the Contract.
- (b) Tax audit report for the above period as required under the Indian Tax Laws.
- (c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its sub-contractor.
- (d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
- (e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the Contractor before release of the final payment by the Company. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice.

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

34.0 **CONSEQUENTIAL DAMAGE:** Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

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

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

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

**END OF SECTION-I**

**Part-3**  
**SECTION-II**  
**SCOPE OF WORK (SOW)/TERMS OF REFERENCE (TOR)**

**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 adhere to in the performance of the work.

**2.0      Scope of Work:**

Oil India Limited (OIL), a premier National Oil Company, is engaged in the business of exploration, production and transportation of crude oil and natural gas. OIL desires to carry out Passive Seismic Tomography (PST) survey with an objective to provide estimate of sedimentary thickness, sub-surface structural disposition, basement configuration in the study area and identification of the hydrocarbon prospects and leads.

The survey programme will be comprising of acquisition, processing and interpretation (API) of the PST data. Additionally, OIL, upon its own discretion may seek the integration of existing G&G dataset (including Gravity along with Airborne Gravity Gradiometry, Magnetic, Seismic & Well-Log Data) with PST data for identification of the hydrocarbon prospects and leads.

**2.1      Objective of the PST Survey:**

The objectives of Passive Seismic Tomography Survey in the study area are:

- 2.1.1 To obtain a high resolution 3D Seismic Velocity and Poisson's Ratio model (The P-wave velocity is to be calibrated with well data, wherever applicable) for understanding the structural style in the study area.
- 2.1.2 To carry out Fault and Fracture Characterization to understand Fault geometry and fracture distribution in the survey area.
- 2.1.3 PST survey is planned with an objective to obtain 3D subsurface images so that regional hydrocarbon prospectivity can be assessed in certain logistically and environmentally sensitive areas, prone with significant challenges in acquiring seismic data. Secondly, it is expected that PST data will add value during identification of leads & prospects in these areas.
- 2.1.4 The acquired seismic data in the survey area suffers with poor imaging due to surface logistics & complex geological setup. The objective of PST survey includes better imaging of the seismic data with the help of PST derived velocities, which in turn provides better geological understanding of the area.
- 2.1.5 The survey is designed to provide information about the structural understanding of Eocene, Barail and Tipam formations and better delineation and extension of discovered oil/gas fields towards thrust part for further development in the study areas.
- 2.1.6 The zone of interest is up to 7 Km of the depth.

## 2.2 **Survey Area:**

The tentative survey area comprises of two blocks, namely, Balimara-Jorajan-Tarajan Block (Block-I, 201 Sq. Km., approximately) and Pasighat Block (Block-II, 309 Sq. Km., approximately). The corner coordinates and indicative geographical location of these two blocks are shown in the Figure-01.

Block	Name of the Area	Area (Approx. SQKM)
I	Balimara-Jorajan-Tarajan	201 SQKM
II	Pasighat	309 SQKM
Total Area		510 SQKM

Note: The specified areas are tentative and OIL reserves its right to change the area for PST survey anywhere in its operational areas in North-East India.

## 2.3 **Geology of Study Area:**

### 2.3.1 **Regional Geology of Upper Assam Basin:**

The Upper Assam Basin is a poly history basin from where hydrocarbons are being produced for more than a century. The first commercial oil discovery of this part of the world came from this basin in the form of Digboi oilfield in 1889. Thereafter, the basin witnessed significant oil and gas discoveries. Exploration work, aimed at different plays, is still continuing in this basin. In present day context, tectonically, the basin can be sub-divided into two parts viz. Assam Shelf fore-land and Thrust fold /Schuppen Belt (Himalayan orogenic belt). The geologic formations in the basin primarily comprise of sand & shale alterations of the sediments from Paleocene/Eocene to Recent age. Major formations of this basin are Sylhet group (Eocene), Kopili (Late Eocene -Oligocene), Barail (Oligocene- Miocene), Tipam (Miocene), Girujan (Miocene), Namsang(Pliocene) and Siwalik/Dhekiajuli (Recent). Thickness of these formations varies in NS direction (i.e. across the basin) whereas the thickness variations are less in NE-SW direction (i.e. in basinal strike direction). Thickness of Girujan, Tipam and Barail is thickening towards south, south-east and east. These formations have also north ward dipping in northern side of the axis of central basement high. Sand developments in these formations are better towards north. Girujan witnessed massive erosion in late Miocene period near central basement high; at places Tipam was also got eroded to some extent. Namsang formation has 'divergent' type depositional pattern and is thickening to towards north and as well as east side of the basin. Siwalik/ Dhekiajuli have gentle beds throughout the basin.

The regional geologic model in context of basin evolution and its depositional history propounds that the basin was dipping towards south and south-east after collision of Indian plate (Assam Shelf) with Burmese plate and the sediments came primarily from north and northeast. In the late Miocene and Pliocene period, the Indian Plate (northern side of Assam Shelf) docked with Eurasian plate and gradually the basin got tilted towards north and northeast; and in the process the basin was locked from three sides i.e. north, east and south. As a result, in current tectonic set up, thrust folds/Schuppen Belts are in the three sides i.e. north, south and east of the basin. Depressions were formed due to tilting of the basins. In Late Miocene period, the basin witnessed bulging and formation of basement high at the central part of the

basin as a result of collision between Indian and Eurasian Plate. Consequently, a regional unconformity over Girujan formation and severe erosion thereafter is observed. In later period while the depression was being filled up by sediments to form Namsang formation, gradually the ground level became gentle and sediments started coming towards middle from north, east and south direction and the basin began to go downwards. In the recent times the basin has been receiving sediments almost equally from all sides followed by subsequent seductions and this situation is still being continued.

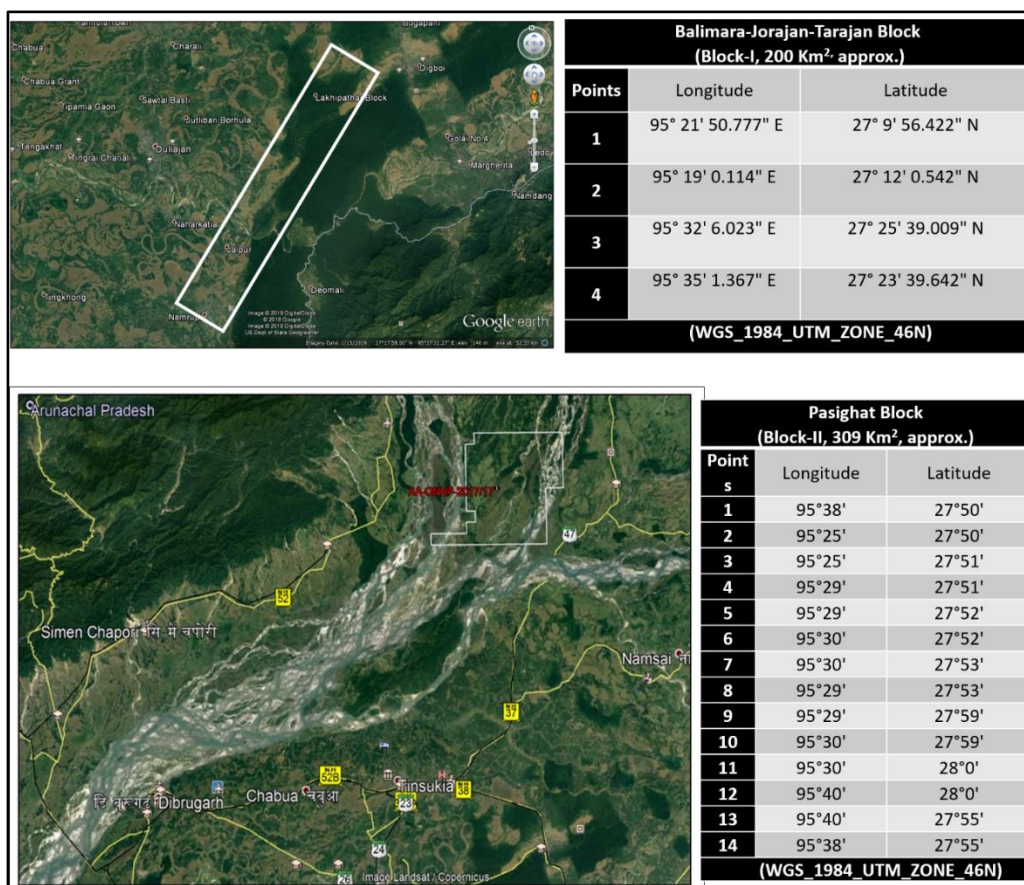


Figure 1: Location map and Corner Coordinates of Block-I and Block-II

### 2.3.2 Block-I: Balimara-Jorajan-Tarajan

This area is elongated along with Naga thrust having producing fields towards the foreland part of the block. However, the thrust part is relatively less explored due to difficult logistics and limited accessibility. The target formation in the study area of Eocene-Miocene-Oligocene age with varying depth of 3000m to 6000m approximately. The objective of PST survey includes, Structural understanding of Eocene, Barail and Tipam formations and better delineation and extension of discovered oil/gas fields towards thrust part for further development in the area

This block is having difficult surface and near-surface logistics. Almost 40 % of the entire survey area is falling over dense reserve forest area with very limited accessibility and steep terrain toward Naga thrust part.

### 2.3.3 Block-II: Pasighat

Geologically, Pasighat block is located in the fore-dip (Fore land) part of the Upper Assam Basin with respect to the Tipi Thrust of the Himalayas towards north. General lithology of the area is expected to be clastic sediments down to the basement. Target formation in this area is up to the Eocene Group/ Basement (approximately 6000m-6500m depth).

Pasighat have difficult surface and near surface logistics. Almost the entire survey area of the Pasighat block has near-surface boulder beds (below 5ft and 20-25ft). In parts of the river-bed areas, boulder beds are even exposed on the surface. Pasighat block has poor accessibility as it is predominantly a river catchment area. The entire area is drained by numerous small streams, which pose challenges to mobilize heavy drilling rigs and resources at the work sites. Ground water table in the area is also variable being generally at 20-25ft. depth from the surface (12-15 ft. near big rivers).

Note: The bidders are advised to perform detailed study/survey of the aforesaid areas to understand the surface & near surface logistics, topography, accessibility, weather conditions etc.; it will be helpful in planning of the operations for effective execution.

## 2.4 **Technical specifications and Plan of work:**

The PST survey shall be conducted in two phases. The first phase (Phase-I) is to study the seismicity of the study area (as specified in **Clause- 2.2** above). The subsequent assessment of the Phase-I data in terms of its feasibility to achieve the objectives of the survey shall guide the continuation for detailed PST survey (Phase-II).

The Phase-wise technical specification and plan of work is detailed hereunder.

### 2.4.1 Phase-I

- 2.4.1.1 Contractor shall conduct PST survey as per the global standard practices for hydrocarbon exploration by deploying latest state-of-art technology, equipment and manpower.
- 2.4.1.2 During Phase-I, 272 nos. seismometer-stations (including peripherals) shall be installed in entire study area with an inter-station distance of approximately 2 km. Based on the technical requirements and operational constraints no. of seismometer stations may vary  $\pm 20\%$  with approval of OIL. The recording period for Phase-I shall be three (3) months.
- 2.4.1.3 Contractor shall prepare and submit the pre-plots showing positions of the stations. The location and number of stations ( $\pm 20$ ) can be varied to suit the objective and/or logistics. Contractor shall mobilize sufficient no. of seismometers to meet the implementation requirements.
- 2.4.1.4 The recorded seismicity shall be evaluated for the scope of concluding, if the area's natural seismicity is adequate for a PST project. Purpose of Phase-I is to record the natural seismicity of the area capturing one or two meaningful micro seismic events in order to evaluate coarse velocity model ( $V_P$  &  $V_P/V_S$ ) and preliminary Fault/ Fracture Analysis, vis-à-vis technical requirement of PST.
- 2.4.1.5 The results of the Phase-I study and recommendations shall be submitted to OIL for review and assessment. If the technical team of OIL is satisfied with the results of the Phase-I survey, then only contractor would be advised to

carry out the survey for Phase-II for detailed 3D P-wave, Vp/Vs velocity model and detailed Fault/Fracture Analysis.

#### 2.4.2 Phase-II

- 2.4.2.1 Contractor shall conduct PST survey as per the global standard practices for hydrocarbon exploration by deploying latest state-of-art technology, equipment and manpower.
- 2.4.2.2 In case OIL advice to conduct the Phase-II survey in entire area, 272 nos. of seismometer-stations (including peripherals) with an inter-station distance of approximately 2 km (approximately) shall be installed during Phase-II. However, in case OIL decide to conduct Phase-II survey only in partial area (not full area), the no. of seismometer-stations shall be changed proportionately.
- 2.4.2.3 The no. seismometer-stations specified in above **clause-2.4.2.2**, may vary  $\pm 20\%$  with approval of OIL in accordance with the technical requirements and operational constraints.
- 2.4.2.4 The recording period for Phase-II shall be eight (8) months.
- 2.4.2.5 Contractor shall prepare and submit the pre-plots showing positions of the stations. The location and number of stations ( $\pm 20$ ) can be varied to suit the objective and/or logistics. Contractor shall mobilize sufficient no. of seismometers to meet the implementation requirements.

#### 2.4.3 General Activities (Common to Phase-I & Phase-II)

- 2.4.3.1 Sampling intervals of minimum 1ms and continuous recording of Passive seismic tomographic data shall be acquired to fulfill the objectives of the Survey Program.
- 2.4.3.2 Summary of Proposed acquisition and processing parameters along with flow charts shall be submitted along with the bid. Introductory material to describe the basic concepts of Passive seismic tomographic methods and equipment shall be included in the bid.
- 2.4.3.3 Seismometers shall be placed in proper places at sufficient depth to provide proper coupling with ground. The detailed plan of deployment (position, depth) shall be submitted to OIL for approval.
- 2.4.3.4 Recorder/digitizer must have proper vault.
- 2.4.3.5 Recording unit shall be '24-bit recording system' or better. The recording unit shall be a low power consumption unit and it shall have suppression of background noise.
- 2.4.3.6 Recorder shall have automatic detection of quake waveforms including P-wave and S-wave. Each station should contain minimum of following parts.
  - a) Borehole seismometer (3 component)
  - b) Surface amplifier
  - c) Data acquisition system
  - d) GPS receiver
  - e) Batteries
  - f) Equipment vault
- 2.4.3.7 The standard operating & QC procedures and rejection criteria shall be submitted along with the bid. The procedure agreed mutually to be followed during execution.

- 2.4.3.8 The proposed survey area falls under UTM Zone: 46 (Forty-six) and data is to be computed w.r.t. to WGS 84 datum.
- 2.4.3.9 All the equipment required for PST survey must be displayed before start of work and certified from the concerned authority.
- 2.4.3.10 Prior to installation of equipment the following tests should be conducted:
- a) Timer and GPS test
  - b) Leakage test
  - c) Harmonic distortion test
  - d) Seismometer polarity test
  - e) Full calibration test
  - f) Transfer function evaluation
- 2.4.3.11 During installation of equipment the following tests and care must be taken for the location:
- a) Selection of the site for installation
  - b) Noise test must be done at the location
  - c) Sensitivity test for the installation
  - d) Pulse calibration test
- 2.4.3.12 During network operation, the following supervision is to be carried out:
- a) Weekly test (Voltage test, Leakage test, GPS test, instrument operation log)
  - b) Monthly test (Pulse calibration test)
- Note: Record (Instrument log) must be maintained for all the tests including specifically mentioned in **Clause-2.4.3.10, 2.4.3.11 & 2.4.3.12.**
- 2.4.3.13 Quality Control of API work including topographic survey/positioning is the responsibility of the Contractor. However, OIL representative (s) will be associated with the work throughout the contract period to ensure security, confidentiality and quality control of data to be acquired and for overall co-ordination of the activity.
- 2.4.3.14 A maximum of three (3) OIL's representative(s) shall be associated during the field operations to monitor data acquisition. Contractor shall provide all the relevant operational and technical details to OIL's representative(s).
- 2.4.3.15 Raw data of all the seismometers will be analyzed by the OIL representative(s) after download from recorder/digitizer used for each seismometer.
- 2.4.3.16 The Contractor shall make necessary arrangements for carrying out the data processing in parallel with data acquisition with minimal time gap.
- 2.4.3.17 Processing, Interpretation of the acquired passive seismic data shall be undertaken at OIL's Field Headquarters, Duliajan, Assam and a report shall be submitted to OIL. The Contractor must arrange all the required hardware, software and all other accessories to fulfill the processing and interpretation jobs as per international standards. OIL shall provide the suitable office space in its existing setup.
- 2.4.3.18 OIL, upon its own discretion may seek the integration of existing G&G dataset (including Gravity along with Airborne Gravity Gradiometry, Magnetic, Seismic & Well-Log Data) with PST data to derive better understanding of sub-surface structural disposition and basement configuration. The Contractor shall ensure the integration of dataset with PST dataset as per the terms & conditions stipulated under this contract.

The Contractor shall submit the details of data requirement including data type, required format etc. for its integration (including Gravity along with Airborne Gravity Gradiometry, Magnetic, Seismic & Well-Log Data) with PST dataset.

- 2.4.3.19 A maximum of three (3) OIL's representative(s) shall be associated throughout Processing, Interpretation and Integration for QC Check, Security and Monitoring. The Contractor shall outline in their technical bid, the processing/acquisition techniques that shall be used to attenuate noise and same must be demonstrated to OIL's representative(s) during the actual execution of the project.
- 2.4.3.20 Contractor shall perform certain quality control tests before delivering a 3D model which includes:
  - a) Resolution test
  - b) Checkerboard synthetic test
  - c) Impulse response test
  - d) Ray coverage per cell test
  - e) Ray tracing test
  - f) Derivative weighted sum(DWS) and Resolution Diagonal Elements(RDE) test
  - g) Input data test
- 2.4.3.21 Contractor shall follow QHSE standards at every stage of work execution as per the standard industry practices.
- 2.4.3.22 Bidder shall submit tentative time line schedule of operations, processing and interpretation along with the technical bid.
- 2.4.3.23 OIL reserves the right to change the volume by +/-20% of the awarded volume, however the entire scope of work needs to be completed within the contract period.
- 2.4.3.24 Bidder has to confirm to sign a confidentiality agreement on maintenance of confidentiality of the data. The bidder shall return all the inputs and outputs after the work is finished and ensure removal of all the data from the hard disk /memory of the processing machine after completion of the work against written advice by OIL.
- 2.4.3.25 Any deviation from quality data as per QC standard is to be re-acquired with appropriate overlap.

## **2.5 Deliverables:**

All the deliverables and datasets (Block-wise) shall be submitted to Geophysics Department situated at OIL's field headquarter, Duliajan. The Contractor shall submit deliverables in UTM coordinate system. Apart from UTM coordinates, the Contractor shall submit all the deliverables in Lambert Conformal Conic (LCC) projection system as well.

### **2.5.1 Phase-I**

All deliverables block-wise shall be provided in hard copy sets as well as in soft copy sets. One set of soft copy shall contain data in vendor neutral format to enable OIL to use/re-process/analyze the data in future. Soft copies provided should be readable and downloadable in OIL work centers.

The final report (in hard and soft copy) shall contain inter alia:

#### 2.5.1.1 Data acquisition product

- a) Raw Data (continuous records for each station during the totality of the recording period)
- b) Installation report of vault and seismometer
- c) Quality control documentation
- d) Daily operation report
- e) Monthly operations reports
- f) Final acquisition report
- g) Planned and final seismometer station maps are to be submitted

#### 2.5.1.2 Location of micro seismic events using 3D non-linear algorithms and seismic array methodologies shall be presented and submitted. A correlation with the tectonic-regime of the area is required in order to define the principal seismic sources and their azimuthal distribution in relation to the exploration block.

- a) Seismicity map in hard and digital copy
- b) Cross-sections of the seismicity maps
- c) Error estimation presented in the map and the cross-sections
- d) GIS product with the tectonic/geological map superimposed on the seismicity
- e) Raw data in SEG Y format

#### 2.5.1.3 Seismic moments and fault mechanism of major events shall be calculated and submitted in the form of:

- a) Tables in hard and digital copy.
- b) Seismicity maps with geology, tectonic features and focal mechanism.

#### 2.5.1.4 Statistical analysis of the data and assessment of the seismicity rate shall be done and presented in the form of:

- a) Diagrams showing the distribution of depths, errors and magnitudes of the recorded seismicity.
- b) Diagram showing the calculation of the Magnitude of completeness and its spatial distribution.
- c) Hard and digital copy of the comparison between the synthetic and calculated models using seismicity rate and spatial distribution of the seismic source.

#### 2.5.1.5 Preliminary 3D Vp/Vs model of the exploration block shall be derived and the calculated model shall be presented in the form of:

- a) Horizontal and vertical sections
- b) MPEG 3Dvideo animation
- c) SEG Y model

#### 2.5.1.6 The final report of Phase-I shall also include analysis of micro seismic events, the depth ranges of events, signal strength and suggestions /recommendations for Phase-II studies with justification for fulfilment of objective of the survey.

### 2.5.2 Phase-II

All deliverables block-wise shall be provided in hard copy sets as well as in soft copy sets. One set of soft copy shall contain data in vendor neutral format to enable OIL to use/reprocess/analyze the data in future. Soft copies provided shall be readable and downloadable in OIL work centers.

The final report (in hard and soft copy) shall also contain inter alia:

#### 2.5.2.1 Data acquisition products

- a) RAW DATA (continuous records for each station during the totality of the recording period)
- b) Installation report of vault and seismometer
- c) Quality control documentation
- d) Daily operation report
- e) Monthly operations reports
- f) Final acquisition report
- g) Planned and final seismometer station maps are to be submitted

#### 2.5.2.2 Data processing products

- a) 3D P-wave velocity cube (structural information)
- b) 3D Vp/Vs cube (lithological information) and Poisson's ratio volumes
- c) Horizontal and vertical cross-section of Vp/Vs, at different depths and along various directions.
- d) 1D and 3D Vs models derived from supplementary passive seismic methods.
- e) Focal mechanisms and fault characterization
- f) Quality factor cubes for entire exploration blocks along with structural and lithological interpretations.
- g) Final processing report

#### 2.5.2.3 Fault / Fracture Analysis Deliverables

- a) Seismic events locations and focal mechanism characteristics (Format: FPFIT/FOCMEC, ASCII, Media Type: CD/DVD)
- b) Focal Mechanisms, Stress Tensors, Moment tensors figures and maps (Format: PS, TIFF etc. Media type: Included in the reports or CD/DVD)
- c) Relative event locations catalogue (Format: ASCII, Media type: CD/DVD)
- d) Reports:
  - (i) Intermediate report (Hardcopy, CD/DVD)
  - (ii) Final Interpretation report (Hardcopy, CD/DVD)
  - (iii) Final interpretation report includes PST survey results to be interpreted with regional and locale geological settings and to be integrated with other geophysical data viz. well, seismic, gravity, magnetic, remote sensing etc. Report shall bring out prospective zone for hydrocarbon exploration.

#### 2.5.2.4 Data imaging/interpretation products

Contractor shall provide all the interpreted depth sections in the dimension of 1km\*1km\*1km upto 7km depth.

- a) 3D visualization of Interpreted Data
- b) Vp distribution at surface
- c) 3D p-wave velocity cube (structural information)
- d) 3D Vp/Vs cube (Lithological information)
- e) Accurate seismic event location map (related to active faults)
- f) 3D Qp factor (rock properties)
- g) Focal mechanisms –stress/moment tensors (fault characterization)

#### 2.5.2.5 Digital data

- a) Number of seismometers with their GPS location in UTM and Latitude longitude (WGS84)
- b) Survey area number
- c) Survey date
- d) Time of reading (local time)

e) Raw, final processed and interpretation PST data

2.5.3 **Delivery:**

Unless otherwise directed by OIL, all recorded and processed data along with other deliverables including the field measurements/records shall be delivered after completion of work, transportation prepaid to following address:

CGM-Geophysics,  
Geophysics Department,  
Oil India Limited,  
Duliajan, Assam-786602

2.6 **Experimental Work:**

Any experimental work, if required shall be carried out by the Contractor prior to regular data acquisition. The acquisition and processing of experimental data shall be performed by the Contractor prior to commencement of regular data acquisition, at no extra cost to OIL. The Contractor shall submit a detailed report on the experimental work, if any, along with the recommendations to OIL.

2.7 **Instruments:**

The Contractor shall use a suitable seismic sensor/recording instrument with sufficient sensitivity and resolution as desired for PST. The raw data shall be delivered to OIL on suitable recording media. The Contractor shall also have necessary hardware and application software, as the need may be for instrument performance evaluation, processing and analysis of the data and for special studies undertaken. The Contractor shall have some extra seismometers in place in order to replace any faulty seismometer stations, if necessary. Test of all instruments are to be performed as per the manufacturer's specifications and results must be delivered to the OIL's representative

2.8 **Topographic Survey:**

2.8.1 The Contractor shall carry out topographic survey necessary to determine the location and elevation of each station location with desired accuracy for the technique and shall tie the same to the nearest available permanent marks. Contractor shall also carry out any other topographic survey work related to the jobs specified under this contract, as required by OIL.

2.8.2 The proposed survey area falls under UTM Zone: 46 N (Forty-Six) and data is to be computed w.r.t. to WGS 84 datum. Apart from Spherical Coordinates, the Contractor shall submit all the deliverables in UTM and Lambert Conformal Conic (LCC) projection system as well. All co-ordinates shall be in spherical and rectangular coordinates and elevation shall be respect to MSL/datum.

2.8.3 The Contractor shall deploy DGPS-RTK system for topographic survey. Additionally, necessary field surveying equipment like total station unit may also be required to carry out conventional traversing technique in areas where overhead canopy rules out the use of RTK.

## TOPOGRAPHIC SURVEY STANDARDS:

- a) Accuracies: Position: Sub-meter (<1m), Elevation: 5m or better
- b) Spheroid: WGS 84
- c) Projection: Lambert Conformal Conic (LCC).
- d) Datum: Datum shift parameter shall be established by the Contractor with reference stations and shall be finalized with the approval of OIL.
- e) Line & Station Numbering: Numbering shall be done in consultation OIL.

### **2.9 Contractor to Submit:**

- 2.9.1 Tentative date of commencement and completion for each activity of API with break up to complete the work within the contract period.
- 2.9.2 Summary of geophysical equipment (number of seismometers used, including the attached recorders).
- 2.9.3 Personnel and their experience to be deployed for this survey.
- 2.9.4 Contractor shall submit all the requisite documents, equipment, manpower etc. required for conducting the survey as per scope of work to OIL, within 30 days from the date of LOA.

### **2.10 Statutory Clearances for Commencement of work:**

The Contractor shall be responsible for obtaining all the clearances and permissions required to execute the job. OIL will provide recommendatory letters All the requisite clearances and permissions shall be obtained before the commencement of survey jobs.

**END OF SECTION-II**

**Part-3**  
**SECTION-III**  
**SPECIAL CONDITIONS OF CONTRACT (SCC)**

**1.0      Completion Schedule:**

**1.1      Mobilization, Site Selection and Installation:**

1.1.1      Mobilization, Site Selection and Installation of seismometers shall be completed within Three (3) months from the issuance of Letter of Award (LOA).

1.1.2      Mobilization shall be deemed to be completed after fulfilment of the following work/conditions:

- a) Deployment of all equipment's & manpower at location
- b) Selection of site (Geodetic Survey) for installation of seismometers
- c) Installation of all seismometers at designated site
- d) Completion of instrument tests and Calibration
- e) All the seismometers are put in for recording operation
- f) OIL certification for completion of mobilization

**1.2      Phase-I:**

The contract period for Phase- I shall be Seven (7) months from the date of issue of Letter of Award (LOA).

The activity wise contract period for Phase-I is as under:

1.2.1      Mobilization: Completion as per **Clause-1.1** above: Three (3) months from the date of issue of Letter of Award

1.2.2      Schedule for Data Acquisition (Recording): Three (3) months

1.2.3      Schedule for completion of data processing, interpretation and submission of final reports and deliverables: One (1) month.

1.2.4      The work would start once OIL recommends for continuation of the work in Phase-II of PST Survey after studying the results of the Phase-I. One (1) month time is scheduled for OIL to take this decision after they receive the final reports and deliverables of the Phase-I study. In case, OIL is of the opinion that Phase-II study is not required, then in no circumstances Phase-II study would be continued.

**1.3      Phase-II:**

1.3.1      If OIL decides to conduct the Phase –II survey, then fresh work order shall be issued by OIL to the Contractor and Contractor shall be advised to commence the Phase–II survey. The contract period for Phase-II survey shall be eleven (11) months from the data of issue of work order.

The activity wise contract period for Phase-II is as under:

1.3.2      Schedule for Data Acquisition: Eight (8) months.

1.3.3      Schedule for completion of data processing, interpretation and analysis of the data: Two (2) months.

1.3.4      Schedule for submission of final reports and deliverables: One (1) month.

**1.4      Demobilization:**

1.4.1      In case the observed seismicity during the Phase-I is not upto the standard of Passive Seismic Tomography and OIL decides not to conduct Phase-II

survey then the contractor will be advised for demobilization. Else and otherwise, the demobilization shall be done only after completion of Phase-I & Phase-II survey.

- 1.4.2 The Contractor, if applicable, shall re-export all equipment, spares and consumables that were imported into India but not consumed for the purpose of work under the contract.
- 1.4.3 Contractor shall upon completion of work submit to OIL all hard and soft copies of maps, raw data products as mentioned in deliverables under **Clause-2.5 of SOW/TOR (Part-3, Section-II)**.
- 1.4.4 Demobilization shall be considered completed only after fulfilling the above conditions (**Clause-1.4.1, 1.4.2 & 1.4.3**).

## **2.0 Liquidated Damages & Penalty for Default in Timely Completion:**

Time is the essence of the contract. In case the contractor delays in any of the milestones as mentioned in the “Clause-1.0 (Completion Schedule)”, the applicable Liquidated-Damage & Penalty for Default in Timely Completion shall be as followed:

- 2.1 If the Contractor fails to complete mobilization as per completion schedule (**Clause-1.0**), or at any time repudiates Contract before completing the work, OIL shall without prejudice recover from Contractor as agreed liquidated damages and not by way of penalty @1/2% (half percent) of ‘Total Cost upto Phase-I’ (**Sl. No.5 of Proforma B, Price Bid Format**) per week’s delay or part thereof subject to maximum of 7.5% of ‘Total Cost upto Phase-I’ (**Sl. No.5 of Proforma B, Price Bid Format**).
- 2.2 If the Contractor fails to complete Phase-I survey as per completion schedule (Clause-1.0, SCC), or at any time repudiates Contract before completing the work, OIL shall without prejudice to any other rights or remedies available to OIL under the contract, recover from the Contractor as agreed liquidated damages and not by way of penalty levied @1/2% (half percent) of ‘Total Cost upto Phase-I’ (**Sl. No.5 of Proforma B, Price Bid Format**) per week’s delay or part thereof subject to maximum of 7.5% of ‘Total Cost upto Phase-I’ (**Sl. No.5 of Proforma B, Price Bid Format**).
- 2.3 If the Contractor fails complete Phase-II survey as per completion schedule (Clause-1.0, SCC), or at any time repudiates Contract before completing the work, OIL shall without prejudice to any other rights or remedies available to OIL under the contract, recover from the Contractor as agreed liquidated damages and not by way of penalty @ ½% (half percent) of Total Cost of Phase-II (**Sl. No.09 of Proforma B, Price Bid Format**) per week’s delay or part thereof subject to maximum of 7.5% of Total Cost of Phase-II (**Sl. No.09 of Proforma B, Price Bid Format**).
- 2.4 In case the Contractor is unable to complete any of the milestones as mentioned in the “Mobilization & Completion Schedule” (**Clause-1.0**), it may request OIL before expiry of the scheduled completion period of that milestone, to allow further time for performance of the contract indicating its willingness to pay the LD amount as above. OIL may at its discretion allow further time as requested by the Contractor with or without levy of LD.
- 2.5 LD will be calculated on the basis of contract price excluding duties and taxes, where such duties/taxes have been shown separately in the contract. The amount towards Liquidated Damages shall become leviable from the original completion date as per contract or from the expiry of the extension, if any,

given by OIL without levy of LD. Applicable LD as on date shall be recovered progressively from balance due payment on pro-rata basis.

- 2.6 OIL may without prejudice to its right to affect recovery by any other method, deduct the amount of Liquidated Damages from any money belonging to the Contractor in its hand (which includes OIL's right to claim such amount against Contractor's Bank Guarantee) or which may become due to the Contractor. Any such recovery of Liquidated Damages shall not in any way relieve the Contractor from any of its obligations to complete the Works or from any other obligation and liabilities under the Contract.
- 2.7 **Penalty for Default in timely completion:** Bidder shall put all effort to complete the entire work as per the as per completion schedule (**Clause-1.0**). If the bidder is unable to complete the scheduled work within the stipulated time period, the bidder may be allowed to work to complete the remaining job in additional period, not exceeding four (4) months, however, the payment of remaining volume of job will be made at the rate of 90% of the actual quoted rate(s). No payment towards the stand-by charges will be made during this extended period due to non-completion of tendered volume of work within the stipulated time period.
- 2.8 In case the time delay in mobilization is made up by completing the job execution early by the Contractor (i.e. within the total period allowed for mobilization and job completion put together), no LD shall be deducted. Similarly, if the mobilization is completed before scheduled period of mobilization (i.e. within the time period allowed for mobilization) but completion of job execution is delayed, LD shall be applicable only for the period exceeding the total period allowed for mobilization and job completion put together along with penalty for delay in job completion mentioned under **Clause 2.7** above. Further, in case both Mobilization and job completion are delayed, LD shall be applicable on both (for delay in mobilization as well as delay in job completion) along with penalty for delay in job completion mentioned under **Clause 2.7** above.
- 2.9 In case bidder is unable to complete the schedule work as stipulated in the contract due to the reasons attributed to the bidder, company shall terminate the contract upon non-performance of the bidder. Company upon its own discretion can forfeit the PBG as compensation for the loss resulting from bidder's failure to fulfil their obligations under the Contract.
- 3.0 Standby Charges:**
- 3.1 The standby shall be paid at the daily rate prorated to the nearest hour subject to maximum 05 Days (in Phase-I) & 15 days (in Phase-II), only under conditions not under control of the contractor.
- 3.2 Standby charges shall be applicable for lost time due to:  
Deployment of equipment for the purpose other than schedule survey is temporarily suspended, if directed by OIL, or if crew is displaced due to any modification or cancellation of such schedule plan by OIL.
- 3.3 OIL shall not pay any charges including standby charges for:
- (i) Time spent to conduct industry standards experimental work.
  - (ii) Work stoppage due to breakdown of equipment or any other factors for which OIL is not responsible.

- (iii) Time spent to conduct industry standard tests/calibration on all systems and equipment to ensure proper functioning of all systems before the start of survey.
  - (iv) Time spent on line changes anywhere within the area.
  - (v) Work stoppage ordered by OIL's representative(s) for non-compliance with quality standards.
  - (vi) Work stoppage due to non-availability of site of installation, holidays, onset of monsoon, labour unrest in Contractor's crew, non-availability of security.
  - (vii) Time spent for security checks, custom clearance of the all equipment and any other statutory requirements applicable under Government of India's Rules and Regulations.
- 3.4 For the standby period, if any (as defined in **Clause-3.1, 3.2 & 3.3** above), 100% standby charges shall be payable, during the data acquisition period only. No standby charges be payable after the completion of the data acquisition.
- 3.5 Standby time will not be applicable until mobilization is completed.

**4.0 Site Visit, Local Conditions etc.:**

- 4.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into a contract. The costs of visiting the site shall be at bidder's own expense. Failure to visit the site or failure to study the Bidding Documents will in no way relieve the successful bidder from furnishing any material or performing all works in accordance with the bidding documents, as a lump sum turnkey contract.
- 4.2 It will be imperative for each bidder to fully acquaint himself of all local conditions and factors which may have any effect on the execution of the contract as described in the Bidding Document in their own interest. It is the responsibility of the bidder that such factors affecting execution of contract as per bid document have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustments to the contract awarded under the Bidding Documents will be entertained by OIL and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted.

**5.0 Statutory Clearances:**

The Contractor shall be responsible for obtaining all the clearances and permissions required to execute the job. OIL will provide recommendatory letters. All the requisite clearances and permissions shall be obtained before the commencement of survey jobs.

**6.0 Extension of Contract Period:**

- 6.1 In the event the Contractor is not able to complete Phase-I of data acquisition, processing and interpretation works within total stipulated period of seven (7) months and/or Phase-II of data acquisition, processing and interpretation

works within total stipulated period of eleven (11) months as per “Mobilization & Completion Schedule” (**Clause-1.0**), then OIL shall have an option to extend the Contract period without levy of LD. Under the same rates, terms and conditions provided that the additional time is due to one of the following situations:

- a) Force Majeure as per **Clause-12 under Section-I, Part-3** (General Conditions of Contract) of the tender document.
- b) Non-fulfilment of OIL’s obligations under this Contract.

6.2 If entire scope of work is not completed within project completion schedule, due to reasons attributable to Contractor, then OIL shall have the option of extending the contract with LD as mentioned in the **Clause-2.0** (Liquidated Damages) above for which Contractor shall arrange re-mobilization of crew and equipment at its own cost and complete the work.

## **7.0 Provision of equipment, personnel and facilities:**

7.1 Contractor shall provide all equipment including survey instruments with spares and consumables, of whatsoever nature necessary, for the full and proper execution of the data acquisition. Equipment and facilities to be supplied by Contractor shall conform to the specifications contained in and soft copies of maps, raw data products as mentioned in deliverables under **Clause-2.4 & Clause 2.5 of Section-II, Part-3** (Scope of Work/Terms of Reference) of the tender document.

7.2 OIL reserves the right to inspect and approve Contractor’s equipment /instruments and consumables before commencement of work and after they are completely assembled and made ready for data acquisition. Deficiencies, if any, will be intimated to the Contractor.

7.3 Contractor shall provide competent personnel having requisite experience assigned for entire project together with necessary supervisors who should be fluent in English Language.

7.4 Contractor shall be responsible for insuring its personnel and hired contract workers against injury and death and for the insurance of all its equipment.

## **8.0 Reports and schedule of performance:**

Contractor shall submit to the OIL the following in a mutually agreed Proforma, by Telefax/ e-mail, unless weather or atmospheric conditions or radio/telephone failure prevent communications from work area to OIL’s office.

8.1 During data acquisition period, Daily progress report shall be submitted by contractor including status of each seismometer station, their recording period & gaps (if any), data harvesting plan & status, status of overlapped processing (if any). Apart from daily progress reports, the contractor shall submit the monthly reports to OIL.

8.2 During data processing & interpretation period, Weekly progress report with details of accomplished, ongoing & planned activities shall be submitted to OIL.

**9.0 Representation:**

- 9.1 At the commencement of the field operations, Contractor shall have his representative(s) available to the OIL's representative(s), so as to provide them with all explanations and information pertaining to the progress of work. Contractor's representative(s) shall be responsible for the general conduct of operations and shall accept the instructions and notices on behalf of Contractor.
- 9.2 Contractor shall arrange to provide transportation for field visit, boarding and lodging at their base camp up to a maximum of 2 (two) of the OIL representative(s) and/ or Indian Government personnel for supervision of work during data acquisition at no extra cost to OIL.
- 9.3 To ensure fast co-ordination, timely and effective professional communication between OIL and the Contractor on various issues/points related to this project, Contractor shall position at Duliajan or other designated place decided by OIL, duly authorized representative having adequate qualifications and work experience or in-line professional experience in various aspects of PST activities/ operations and its management which are related to petroleum exploration. The said representative must be in position at Duliajan or at designated place decided by OIL for the period starting from the date start of survey till the date the contract is formally completed in all respects.

**10.0 Other obligations of Contractor:**

- 10.1 The Contractor shall be responsible for obtaining all the clearances and permissions required to execute the job. OIL will provide recommendatory letters. All the requisite clearances and permissions shall be obtained before the commencement of survey jobs.
- 10.2 Contractor shall upon completion of the work return to OIL all originals and copies of maps, documents, recorded magnetic tapes/cartridges and all other data supplied to them or generated by them in connection with the work. These are the absolute property of the OIL.
- 10.3 Contractor shall comply with Indian Laws and Regulations of Government of India including but not limited to laws in respect of inland travel, use of wireless sets, maps and charts, entry regulations, security restrictions, foreign exchange, work permits, import of equipment, employment of Indian nationals and local customs and EPF Number, if any. For any claim, fine, infringement of brought about by Contractor's failure to comply with the existing laws and regulations, the same will be sole responsibility and liability of Contractor, except when OIL has undertaken such responsibilities under the contract here in. OIL will, however, provide available advice and assistance as and when asked for in this regard by Contractor.
- 10.4 The Contractor shall arrange formalities and documentation required for the discharge of all recorded data on magnetic cartridges, which are the absolute property of the OIL, in a properly packed and secured manner and deliver the same to OIL's representative(s) at a place assigned within India by OIL. All expenses to be incurred for such action are to borne by Contractor.
- 10.5 Particulars of format of passive seismic recording and other related data shall be furnished by Contractor to the OIL.
- 10.6 Contractor shall take full responsibility for the protection, security and confidentiality of records magnetic cartridges/ media pertaining to data.

- 10.7 Contractor shall provide at its' sole risk and cost, competent, skilled personnel including key personnel to perform the work. Contractor shall ensure that experienced personnel etc. shall be available during the course of their respective work.
- 10.8 Adequate security measures shall be adopted by the Contractor and it shall be their sole responsibility for the security of their men, material, material of OIL issued to them, if any for successfully carrying out the work without any interruption.
- 10.9 All the expenses pertaining to security personnel and forest personnel, if any, shall be borne by the Contractor.
- 10.10 Contractor shall be fully responsible for safe keeping of data in suitable environment till the data are returned to OIL's designated place.
- 10.11 The Contractor shall perform the works detailed in Section-II of Part-3 of the tender document in the most economic & cost effective manner and perform all other obligations, work and services which are required by the terms of the Contract or which reasonably can be implied from such terms as being necessary for successful and timely completion of the work.
- 10.12 The Contractor shall furnish the list of key personnel along with their Bio-data in support of their technical bid as well as prior to the commencement of work, if awarded. The bio-data shall include the name, nationality, qualification, experience and passport details.
- 10.13 Contractor shall arrange lodging, boarding and local conveyance for Company Geophysicists/Representatives and other personnel authorize by Company at operation / camp site at no extra cost to Company. The camp facilities to the Company's representatives shall be at par with senior expatriate staff.
- 10.14 Contractor shall arrange two (2) vehicles (four-wheeler) exclusively for use of Company representatives with driver, fuel, maintenance, repairs, etc. at their own cost during the duration of execution of contract.

**11.0 Obligations of the Company:**

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

## **12.0      Protection of Environment:**

- 12.1      In performance of the contract, Contractor shall conduct the work with regard to concern with respect to protection of the environment and conservation of national resources. In furtherance of any laws, regulations and rules promulgated by the government, the Contractor shall:
  - 12.1.1    Employ generally accepted industrial standards, practices and methods of operation for the prevention of environment damage in conducting the work.
  - 12.1.2    Take necessary and adequate steps to prevent environment damage and where some adverse impact on the environment, if unavoidable, to minimize such damage and the consequential effects there of property and people; and
  - 12.1.3    Adhere to guidelines, limitations of restrictions, if any, imposed by environment clearance, as applicable on the date thereof and as environment clearance may be revised as a result of OIL or Contractor's application (s) duly submitted after the effective date.
- 12.2      If the Contractor fails to comply with the provisions of **Clause-12.1** or materially contravenes any relevant law, and such failure or contravention results in substantial environmental damage, the Contractor shall forthwith take all necessary and reasonable measures to remedy the failure and the effects thereof.
- 12.3      If OIL has, on reasonable ground, to believe that any works by Contractor or any operations conducted by the Contractor are endangering or may endanger persons or any property of any person, or causing avoidable pollution, or are harming flora and fauna or the environment to the degree which is unlawful. OIL, shall pursuant to applicable law, shall require the Contractor to take remedial measures within such reasonable period, as may be determined by OIL. and if appropriate, repair such damage. OIL shall, pursuant to applicable law, shall require the Contractor to discontinue PST operations in whole or in part, until the Contractor has taken such action.

## **13.0      General Work Standards:**

- 13.1      The work standards set forth earlier are intended to provide a reasonable minimum standard of reference for Contractor's work performance for the survey work to be carried out, which are normally provided by the major oil companies in industry.
- 13.2      In the event, the Contractor routinely operates under Contractor's work standards, which are more stringent than corresponding items described herein, the more stringent standards of the Contractor normally shall apply, subject to the review and concurrence of OIL's representatives.

The Contractor shall provide work standards normally followed by the company for the above said work along with the technical bid.
- 13.3      At all times, while survey is underway, Contractor shall ensure that all instruments are properly tuned and that all recorded data are readable, accurate and properly annotated.
- 13.4      Contractor shall submit HSE policy along with the Bid and ensure all operations are undertaken within this contract are conducted in a safe responsible manner. The HSE standards employed shall conform to those normally followed in the industry and shall comply with all IAGC and E&P Forum guidelines.

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

**END OF SECTION-III**

**Part-3**  
**SECTION-IV**  
**SCHEDULE OF RATES**

- 1.0 The bidder must quote the rates in their priced bids strictly as per the format outlined in **Proforma-B** considering the following:

The quantity/parameter/volume of job shown against each item in the PROFORMA is tentative and valid for Bid Evaluation purpose only. Payment to the successful Bidder/Contractor shall be made on the basis of actual work done and all “DAY RATE” charges shall be payable after prorating to the nearest hour. Commercial evaluation of Bids to establish inter-se-ranking of all technically qualified bidders will be done based on the rates/charges quoted in **Proforma-B** only.

- 2.0 OIL shall pay to Contractor for the services, to be provided by the Contractor as per the Scope of Work & Technical specifications and Special conditions of Contract with reference to the Price Format '**Proforma-B**' of tender document for the actual work done. The rates payable shall be firm during the entire contract period.

- 3.0 All invoices along with relevant documents should be submitted to the Geophysics Department, OIL, Duliajan for verification/ certification.

- 4.0 **Payment Schedule:** Payment of data acquisition, processing & interpretation charges shall be made as per following:

- 4.1 Mobilization

Mobilization charges will be paid after successful completion of mobilization in accordance with **Clause-1.1 of SCC (Part-3, Section-III)** as per the rates given at **Sl. No.1 of Proforma B (Price Bid Format)**.

**Note:** The lump-sum Mobilization Charges (**Sl. No.1 of Proforma-B, Price Bid Format**) shall not exceed 5% of total cost of Project (**Sl. No.11 of Proforma B, Price Bid Format**). However, mobilization charges if quoted in excess of 5% of the total cost of Project, the excess amount will be paid only after completion of entire work awarded under this contract.

- 4.2 Installation of Seismometers

Fifty (50) % of the Network Installation Charges for actual work done as per the rates given at **Sl. No.2 of Proforma-B (Price Bid Format)**, shall be payable after one month of successful completion of mobilization. Rest Fifty (50) % of Network Installation Charges shall be payable after completion of data acquisition for Phase-I.

**Note:** The total Network Installation Charges (**Sl. No.2 of Proforma-B, Price Bid Format**) shall not exceed 5% of total cost of Project (**Sl. No.11 of Proforma-B, Price Bid Format**), otherwise the bid will be rejected.

- 4.3 Charges for Phase-I

Fifty (50) % of the Acquisition charges for actual work done as per the rates given at **Sl. No.3 of Proforma-B (Price Bid Format)**, shall be payable after successful completion of Data Acquisition of Phase-I. Rest Fifty (50) % of

Acquisition charges shall be payable after completion of Processing, Interpretation and submission of final report & deliverables for Phase-I.

Processing & Interpretation charges as per the rates given at **Sl. No.04 of Proforma-B (Price Bid Format)**, shall be payable after two (02) months from completion of Processing, Interpretation and submission of final report & deliverables for Phase-I.

#### 4.4 Charges for Phase-II

50% of Acquisition charges for actual work done during 1<sup>st</sup> to 4<sup>th</sup> month of data recording operation shall be payable (as per the rates given at **Sl. No.06 of Proforma-B (Price Bid Format)**), after 4 months from the date of commencement of Phase-II data acquisition/recording.

50% of Acquisition charges for actual work done during 5<sup>th</sup> to 8<sup>th</sup> month of data recording operation shall be payable (as per the rates given at **Sl. No.06 of Proforma-B (Price Bid Format)**), after 8 months from the date of commencement of Phase-II data acquisition/recording.

Rest of the Acquisition charges (for 1<sup>st</sup> to 8<sup>th</sup> month) for actual work done shall be payable (as per the rates given at **Sl. No.06 of Proforma-B (Price Bid Format)**), after completion of Processing, Interpretation and submission of final report & deliverables for Phase-II.

Processing & Interpretation charges shall be payable for actual work done (as per the rates given at **Sl. No.07 of Proforma-B (Price Bid Format)**), after submission of final report & deliverables for Phase-II.

Charges for Integration of Existing Geo-Scientific Dataset (if applicable) shall be payable for actual work done (as per the rates given at **Sl. No.08 of Proforma-B (Price Bid Format)**), after submission of final report containing integration of provided Geo-Scientific Dataset.

#### 4.5 Demobilization:

Demobilization charges as per the rates given at **Sl. No.10 of Proforma-B (Price Bid Format)** will be paid after completion of the demobilisation as per **Clause-1.4 of SCC (Part-3, Section-III)**. The lump-sum Demobilization Charges shall not be less than 5% of total cost of Project (**Sl. No.11 of Proforma-B (Price Bid Format)**). However, if the demobilization charge is quoted in deficit or less than 5% of total estimated cost, the deficit amount shall be withheld from the first invoice and the same will be paid after successful completion of the contract along with Demobilization Charges.

Note: In case the observed seismicity during the Phase-I is not upto the standard of Passive Seismic Tomography and OIL decides not to conduct Phase-II survey then the contractor will be advised for demobilization. Else and otherwise, the demobilization shall be done only after completion of Phase-I & Phase-II survey.

**END OF SECTION-III**

**END OF PART-3**

**&&&&**

**ANNEXURE-I****EXPERIENCE STATEMENT OF BIDDER/SERVICE PROVIDER**

List of Successfully completed Projects of 'Acquisition, Processing & Interpretation of Passive Seismic Tomography Data' with a minimum of 50 seismometer stations along with a minimum of two broadband seismometer stations during last seven (07) years preceding the Original Bid Closing date.

Sl. No.	Contract No.	Name & Contact Details of Client	Place of Operation	Volume		Objective	Contract Period
				Area (SQKM)	Stations (Nos)		

\* In the objective column bidder has to state whether the project was aimed for mineral exploration, oil & gas exploration etc.

Authorised Person's Signature: \_\_\_\_\_

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

Designation: \_\_\_\_\_

Seal of the Bidder: \_\_\_\_\_

**ANNEXURE-II**

**LIST & VINTAGE OF EQUIPMENTS TO BE DEPLOYED**

SL. NO.	EQUIPMENT/ACCESSORIES	MAKE MODEL & VINTAGE	QUANTITY

Authorised Person's Signature: \_\_\_\_\_

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

Designation: \_\_\_\_\_

Seal of the Bidder: \_\_\_\_\_

**&&&&**

**PROFORMA-A**

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

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

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

**Authorised Person's Signature:** \_\_\_\_\_

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

Seal of the Bidder:

**PROFORMA-B**

**Sub: Passive Seismic Tomography (PST) survey with an objective to provide estimate of sedimentary thickness, sub-surface structural disposition, basement configuration in the study area and identification of the hydrocarbon prospects and leads.**

**SCHEDULE OF RATES / PRICED BID FORMAT**

<b>Sl. No</b>	<b>Description</b>	<b>Unit</b>	<b>Qty (a)</b>	<b>Unit Rate (b)</b>	<b>Total Amount (c=a*b)</b>
1	Mobilization Charges (A)	Lump-Sump	01		
2	Network Installation Charges (B) (272 Seismometer Stations)	Nos.	272		
<b>PHASE-I</b>					
3	Acquisition (C) (272 Seismometer Station X 3 months)	Per station per month	816		
4	Processing & Interpretation (D)	Lump-Sump	1		
5	<b>Total Cost upto Phase-I, (E=A+B+C+D)</b>				
<b><u>PHASE-II</u></b>					
6	Acquisition (F) (272 Seismometer Station X 8 months)	Per station per month	2176		
7	Processing & Interpretation Charges (G)	Lump-Sump	1		
8	Charges for Integration of Existing Geo-Scientific Dataset with PST data (H)	Lump-Sump	1		
9	<b>Total Cost of Phase-II, (I=F+G+H)</b>				
10	De-Mobilization Charges (J)	Lump-Sump	1		
11	<b>TOTAL ESTIMATED CONTRACT COST (K = E+I+J) (inclusive of all liabilities and taxes except GST &amp; Basic Customs Duty)</b>				

<b>Applicable GST, L</b>	
<b>TOTAL ESTIMATED CONTRACT COST (M = K+L) (inclusive of all liabilities and taxes including GST but excluding Basic Customs Duty)</b>	

**Notes:**

1. The PST survey will be done in Two-Phases (Phase-I: Feasibility Study & Phase-II: Detailed PST Survey). In case the observed seismicity during the Phase-I is not upto the standard of Passive Seismic Tomography and OIL decides not to conduct Phase-II survey then the contractor will be advised for demobilization. Otherwise, the demobilization shall be done only after completion of Phase-I & Phase-II survey.
2. The Unit-Rate for Acquisition for Phase-I (Sl. No. 3) & Phase-II (Sl. No. 6) should be same.
3. The lump-sum Mobilization Charges (Sl. No.1) shall not exceed 5% of total estimated contract cost (SL. No. 11). However, mobilization charges if quoted in excess of 5%, the excess amount will be paid only after completion of entire work awarded under this contract.
4. The total Network Installation Charges (Sl. No.2) shall not exceed 5% of total estimated contract cost (Sl. No.11), **otherwise the bid will be rejected.**
5. The lump-sum Demobilization Charges (Sl. No. 10) shall not be less than 5% of total estimated contract cost (Sl. No.11). However, if the demobilization charge is quoted in deficit or less than 5% of total estimated cost, the deficit amount shall be withheld from the first invoice and the same will be paid after successful completion of the contract along with Demobilization Charges.
6. The Integration of Existing Geo-Scientific Data set (Sl. No.8) is optional at desecration to OIL.
7. The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work, '**NIL**' should be mentioned against such part of work.
8. The quantities considered above are for bid evaluation purposes only. Payment will be made on the basis of actual job execution/consumption.
9. Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately.

**BID FORM**

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

**Sub: IFB No. CDG4172P21**

*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 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 closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**Authorised Person's Signature:** \_\_\_\_\_

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

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

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

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

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

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

**Authorised Person’s Signature:** \_\_\_\_\_

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

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

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

**FORM OF BID SECURITY (BANK GUARANTEE)**

To:

M/s. OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT,  
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

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

SEALED with the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

THE CONDITIONS of these obligations are:

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

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

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

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

A. Issuing Bank:

BANK FAX NO:  
BANK EMAIL ID:  
BANK TELEPHONE NO.:  
IFSC CODE OF THE BANK:

B. Controlling Office:

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

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Name of Bank & Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

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

\*\* Date of expiry of Bank Guarantee should be as specified in the tender document.

**Note:**

The Bank Guarantee issuing bank branch must ensure the following:

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

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

The above message/intimation indicating the Tender No. CDG2121P20 shall be sent through SFMS by the BG issuing bank branch to HDFC Bank, Duliajan Branch; IFS Code – HDFC0002118; SWIFT Code – HDFCINBBCAL; Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

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

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

**FORM OF PERFORMANCE BANK GUARANTEE**

To:  
M/s. OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT  
DULIAJAN, ASSAM, INDIA, PIN - 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 -----day of -----

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

A. Issuing Bank:

BANK FAX NO:  
BANK EMAIL ID:  
BANK TELEPHONE NO.:  
IFSC CODE OF THE BANK:

B. Controlling Office:

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

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Note:**

The Bank Guarantee issuing bank branch must ensure the following:

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

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

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

**AGREEMENT FORM**

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

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

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

WHEREAS, Company had issued a firm Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's IFB No. **CDG4172P21**.

WHEREAS, Contractor accepted the above Letter of Award vide----- and submitted Performance Bank Guarantee No. ----- Dated----- valid till----- issued by -----(Bank's name with detailed address) for an amount of ----- . 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 Conditions of Contract;
  - (d) Section-IV indicating the Schedule of Rates.

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

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

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

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

**PROFORMA LETTER OF AUTHORITY**

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

Sir,

**Sub: OIL's IFB No. CDG4172P21**

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

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

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

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

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

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

**AUTHORISATION FOR ATTENDING BID OPENING**

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

Date: \_\_\_\_\_

Sir,

**Sub: OIL's IFB No. CDG4172P21**

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

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

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

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

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

**&&&&&&&&**

**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 Tender No. CDG4172P21**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or 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.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

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

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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

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

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

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

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

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

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

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

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

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

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

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

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

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

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

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

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

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

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

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

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

### **Section: 10 -Other provisions**

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

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

-----

#### **For the Principal**

Place: Duliajan

Date: --.---.2020

-----

#### **For the Bidder/Contractor**

Witness1: .....

Witness 2: .....

(Note: Uploading in the OIL's E-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).

**&&&&**

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

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

***DELETED***

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

**SUB: SAFETY MEASURES FOR TENDER NO. CDG4172P21**

**DESCRIPTION OF WORK/ SERVICE:**

Sir,

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

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

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

- i) \_\_\_\_\_
- ii) \_\_\_\_\_
- iii) \_\_\_\_\_

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

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

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

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

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

(Seal)  
Date\_\_\_\_\_

Yours Faithfully

M/s\_\_\_\_\_

FOR & ON BEHALF OF CONTRACTOR

**ANNEXURE - E**

Format of undertaking by Bidders towards submission of authentic  
information/documents  
(To be typed on the letter head of the bidder)

Ref. No. \_\_\_\_\_

Date \_\_\_\_\_

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

**Sub: Undertaking of authenticity of information/documents submitted**

**Ref: Your tender No.** \_\_\_\_\_ **Dated** \_\_\_\_\_

**Sir,**

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE AUTHORIZED  
SIGNATORY OF THE BIDDER**

**Certificate of Compliance of FINANCIAL CRITERIA:**

**Ref Clause No. B - Financial Criteria of the BRC/BEC – under Note No. C of the  
Tender**

I ..... the authorized signatory(s) of .....  
(Company or firm name with address) do hereby solemnly affirm and declare /  
undertake as under:

**The balance sheet/Financial Statements for the financial year \_\_\_\_\_  
(as the case may be) has actually not been audited as on the Original Bid Closing  
Date.**

Place: .....

Date: .....

Signature of the authorized signatory

Note: Please note that any declaration having date after the Bid Closing Date will not be considered and will be rejected. This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date.

## **Appendix-I**

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

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

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

#### **WHEREAS**

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

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

1. M/s. \_\_\_\_\_ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarifications etc. in this context.
2. M/s. \_\_\_\_\_ (Parent Company/Subsidiary Company (Delete whichever not applicable)) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Parent Company/Subsidiary Company (Delete whichever not applicable) and accepted by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the bidder.
4. It is further agreed that for the performance of work during contract period, bidder and Parent Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and severally responsible to OIL for satisfactory execution of the contract.
5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

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

For and on behalf of  
(Bidder)

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

M/s.  
Witness:  
1)  
2)

M/s.  
Witness:  
1)  
2)

**PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE**

**(Delete whichever not applicable)**

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

**DEED OF GUARANTEE**

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

WHEREAS

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, hereinafter called “OIL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number ..... for ..... on .....

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

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

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

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

1. The Guarantor (Parent Company / **100% Subsidiary Company (Delete whichever not applicable)**) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the

Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.

2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.
3. The Guarantor shall be jointly with the Company and also severally responsible for satisfactory performance of the contract entered between the Company and OIL.
4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of ....., India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

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

M/s \_\_\_\_\_

Witness:

1. Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Address \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Common seal of the  
Company\_\_\_\_\_

Witness:

2. Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Address \_\_\_\_\_

**PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE GUARANTEE  
TOWARDS FINANCIAL STANDING**

**(Delete whichever not applicable)**

**(TO BE EXECUTED ON COMPANY'S LETTER HEAD)**

**DEED OF GUARANTEE**

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

WHEREAS

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

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

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum **Rs. 32.50 Crores or US\$ 4.50 Million** during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
4. The Guarantor has **Net worth** of minimum **INR 6.50 Crores or USD 0.9 Million** for the accounting year preceding the original bid closing date.
5. The Guarantor has minimum **Working Capital** equal to **INR 6.50 Crores or USD 0.9 Million** for the accounting year preceding the original bid closing date.
6. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.

7. The Guarantor represents that:

(a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

(b) the liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

(c) this Guarantee has been issued after due observance of the appropriate laws in force in India.

(d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.

(e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

(f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of

(Bidder)

For and on behalf of

(Parent/Ultimate Parent/Holding  
Company~~(Delete whichever not  
applicable)~~)

Witness:

1.

2.

Witness:

1.

2.

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

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

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

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

AND WHEREAS we have agreed to give the **"Supporting Company/Ultimate Parent"**, such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the **"Supporting Company/Ultimate Parent"**, 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 / **Supporting Company/Ultimate Parent** before presenting us with the demand.

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Note:**

The Bank Guarantee issuing bank branch must ensure the following:

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

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

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

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

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

(f) Further correspondence against BG towards Performance Security must contain the Contract Number.

### **Checklist-1**

#### **BID EVALUATION CRITERIA**

SN	Clause No. of Bid Evaluation Criteria (BEC), Part-II of Tender Document	Bidder's Remarks		Bidder to indicate relevant File/ Page No/Technical Brochure of the Bid Document to support its remarks
		Complied	Not Complied/ Deviation	
	<b>3.1 Technical Evaluation Criteria</b>			
	3.1.1.1			
	3.1.1.2			
	3.1.1.3			
	3.1.2			
	3.1.2.1			
	3.1.2.2			
	3.1.2.3			
	3.1.3			
	3.1.3.1			
	3.1.3.2			
	3.1.3.3			
	3.1.3.4			
	3.1.3.5			
	3.1.3.6			
	3.1.3.7			
	3.1.3.8			
	3.1.3.9			
	3.1.3.10			
	3.1.3.11			
	3.1.3.12			
	3.1.3.13			
	3.1.3.14			
	3.1.3.15			
	3.1.3.16			
	3.1.4			
	3.1.5			
	3.1.5.1			
	3.1.5.2			
	3.1.6			
	3.1.7			
	3.1.8			
	3.1.9			
	3.1.10			
	3.1.11			
	<b>3.2) Financial Evaluation Criteria</b>			

	3.2.1			
	3.2.2			
	3.2.3			
	3.2.4			
	3.2.5 (i)			
	3.2.5 (ii)			
	3.2.5 (iii)			
	3.2.5 (iv)			
	3.2.5 (v)			
	3.2.6			
	<b>3.3) Commercial Evaluation Criteria</b>			
	3.3.1			
	3.3.2			
	3.3. 3			
	3.3.4			
	3.3.5			
	3.3.6			
	3.3.7			
	3.3.8			
	3.3.9			
	3.3.10			
	3.3.11			
	3.3.12			
	3.3.13			
	<b>3.4) Bid Evaluation Criteria</b>			
	3.4.1			
	3.4.2			
	3.4.3			
	3.4.4			
	3.4.5			
	3.4.6			
	3.4.7			
	3.4.8			
	3.4.9			
	3.4.10			
	3.4.11			
	3.4.12			