



**FORWARDING LETTER**

M/s \_\_\_\_\_  
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**Sub: IFB No. CDG4943P21 for 'Hiring services for acquisition of 150 LKM 2D and 150 SQKM 3D seismic data in OALP-III Block: AA-ONHP-2018/3, Dima-Hasao, Assam'.**

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 '**Hiring services for acquisition of 150 LKM 2D and 150 SQKM 3D seismic data in OALP-III Block: AA-ONHP-2018/3, Dima-Hasao, Assam**'. 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:

a)	IFB No. /E-Tender No.	:	<b>CDG4943P21</b>
b)	Type of Bidding	:	Online Global e-Tender: Single Stage-Two Bid System
c)	Tender Fee	:	Not Applicable
d)	Bid Closing Date & Time	:	As mentioned in Online E-tender portal
e)	Technical Bid Opening Date & Time	:	As mentioned in Online E-tender portal
f)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.

g)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
h)	Bid Opening Place	:	Office of CGM-Contracts Contract Department, Oil India Limited, Duliajan -786602, Assam, India.
i)	Bid Validity	:	120 (one hundred twenty) days from Bid Closing date
j)	Mobilization Time	:	As defined in the tender
k)	Bid Security Amount	:	<b>INR 78.90 Lakhs or USD 105,000.00</b>
l)	Bid Security Validity	:	<b>Minimum upto 31<sup>st</sup> May 2021</b>
m)	Original Bid Security to be submitted	:	Office of CGM-CONTRACTS, CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
n)	Amount of Performance Security	:	10% of total contract value
o)	Validity of Performance Security	:	Up to 3(three) months from date of completion of contract
p)	Location of job	:	Assam
q)	Duration of the Contract	:	14 (Fourteen) operating months from the date of commencement of operation.
r)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer <b>Clause No. 12.0</b> of Part-3, Section-III (Special Conditions of Contract).
s)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
t)	Bids to be addressed to	:	CGM-Contracts, Contract Department, Oil India Limited, Duliajan-786602, Assam, India.

**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.** However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are 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.

4.6 Details of process for submission of Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E-Procurement Portal. (**Note:** Important Points for on-line Payment can be viewed at Oil India's website at url:<http://oil-india.com/pdf/ETenderNotification.pdf>).

4.7 The link for OIL’s E-Procurement Portal is available on OIL’s web site ([www.oil-india.com](http://www.oil-india.com)).

## 5.0 **IMPORTANT NOTES:**

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

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

**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	Chk
The table does not contain any data						

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

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

**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.

**Create RFX Response**

Submit | Read Only | Print Preview | Check Technical RFX Response | Close

RFX Response Number 60038748      RFX Number 1396      Status In Proce  
 RFX Owner BHARALI      Total Value 0.00 INR      Nu

**RFX Information**    Items    Notes and Att

Basic Data    Questions    Technical Attachme

**Event Parameters**

Currency: Indian Rupee

Detailed Price Information: No Price

Terms of Payment: ☐

Total Bid Value:

Callouts:

- Bidder to select the currency of the Response
- "Total Bid Value" is mandatory in "No
- "Total Bid Value" considering all the

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.

## **6.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA:**

Subject to **Order No. F.No. 6/18/2019-PPD dated 23.07.2020** issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following:

- 6.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].
- 6.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the

descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

6.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

6.4 The beneficial owner for the purpose of para 6.3 above will be as under:

6.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

6.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

6.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- 6.4.4 Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 6.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 6.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 6.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per **Exhibit-I** in this respect to be submitted by the bidder.
- 6.7 **Validity of registration:** In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
- 6.8 The bidders to provide an undertaking as per **Exhibit-II** along with their bid complying with Clause No. 6.1 above. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
- 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 Eligibility of the bidder:**

- 1.1 The eligibility of the bidder are listed under BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.
- 1.2 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.

**2.0 Bid Documents:**

- 2.1 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- a) A Tender Forwarding Letter
  - 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 Security Form, (Proforma-F)
  - n) Sample Agreement Form (Proforma-G)
  - o) Proforma of Letter of Authority (Proforma-H)
  - p) Authorisation for Attending Bid Opening (Proforma-I)
  - q) Financial Turnover, Networth & Working Capital Certificate (Proforma -J)
  - r) Safety Measures (Proforma – K)
  - s) Proforma of Bank Guarantee towards Purchase Preference-Local Content (Proforma –L)
  - t) Integrity Pact (Proforma-M)
  - u) Format of agreement between bidder & their parent/100% subsidiary company (Proforma-N)
  - v) Format for parent company/subsidiary company guarantee (Proforma-O)
  - w) Patent/Ultimate parent company's corporate guarantee towards financial standing (Proforma-P)
  - x) Format of agreement between bidder, their sister subsidiary & ultimate parent company (Proforma-Q)
  - y) Form of PBG for ultimate parent/supporting company (Proforma-R)
  - z) Undertaking for Mobilization (Proforma-S)
  - aa) Experience statement of bidder (Proforma-T)
  - bb) Sample Resume Format (Proforma-U)
  - cc) Undertaking of authenticity of information/documents submitted (Proforma-V)
  - dd) Certificate of Compliance of Financial Criteria (Proforma-W)

- ee) Declaration by bidder regarding concurrent commitment (Proforma-X).
  - ff) Other Annexures, Appendices, Exhibits & Checklists.
- 2.2 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.
- 2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, 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.
- 3.0 Transferability of bid documents:**
- 3.1 Bid Documents are non-transferable. Bid can be submitted only by the bidder in whose name the Bid Document has been issued/registered.
- 3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.
- 3.3 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(s)/Corrigendum(s)/Amendment(s).
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. 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.
- 5.0 Preparation of Bids**
- 5.1 Language of Bids:
- 5.1.1 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.

5.2 Bidder's/Agent's Name & address:

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

5.3 Documents comprising the bid:

5.3.1 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)**

- a) Complete technical details of the services offered.
- b) Documentary evidence established in accordance with Clause 9.0.
- c) Bid Security (scanned) in accordance with Clause 10.0 hereunder. Original Bid Security should be sent as per Clause No. 10.10 below.
- d) Copy of Bid-Form without indicating prices in Proforma-C.
- e) Statement of Non-compliance as per Proforma-D.
- f) Proforma-A: List of items to be imported without the CIF values (For Global Tenders).
- g) Copy of Priced Bid without indicating prices (Proforma-B).
- h) Integrity Pact digitally signed by OIL's competent personnel as Proforma-M attached with the bid document to be digitally signed by the bidder's Authorised representative.
- i) All Other relevant Undertakings and Proformas as applicable as part of Bid.

Note: Please note that, No price should be mentioned in the "Technical Attachments" tab.

**(B) Price 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:

- a) Price-Bid Format as per Proforma-B
- b) Bid Form as per Proforma-C
- c) Proforma-A showing the items to be imported with the CIF values (For Global Tenders).

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

## **6.0 Bid Form:**

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

## **7.0 Bid Price:**

- 7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price/Bidding format.
- 7.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 7.3 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 considering the quoted GST in the proforma. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

## **8.0 Currencies of bid and payment:**

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

## **9.0 Documents establishing bidder's eligibility and qualifications:**

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

## **10.0 Bid Security:**

- 10.1 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 10.8.
- 10.2 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 DD/FDR (account OIL INDIA

LIMITED)/NEFT/RTGS/Electronic fund transfer to designated account of OIL/online payment through OIL's e-portal/Bank Guarantee (BG) in OIL's prescribed format as enclosed with the NIT vide Proforma-E or an irrevocable Letter of Credit (L/C) from any of the following Banks –

- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
  - b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or
  - c) Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.
  - d) Bank Guarantee issued by a Scheduled Bank on India at the request of some other Non-Schedule Bank of India shall not be acceptable.
  - e) 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.
- 10.3 Any bid not secured in accordance with sub-clause 10.2 above shall be rejected by the Company as non-responsive.
- 10.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 10.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of the Tender.
- 10.6 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 27.0 below is furnished.
- 10.7 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 10.8 The Bid Security may be forfeited:
- a. If the bidder withdraws the bid within its original/extended validity.
  - b. If the bidder modifies/revises their bid suo-moto.
  - c. If the bidder does not accept the order/contract.

- d. If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
  - e. 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.
- 10.9 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 or as deemed fit as per the prevailing Banning Policy of the Company (OIL).
- 10.10 The scanned copy of the original Bid Security submitted 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 GM-Contract’s office on or before 12.45 Hrs (IST) on the Bid Closing date.
- 10.11 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.
- 10.12 The Bank Guarantee issuing bank branch must ensure the following:
- 10.13 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.

[Tender Number should reflect in the SFMS text under “MT 760 / MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to HDFC Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, District Dibrugarh, PIN – 786602. The Bank details are as under:

	<b>Bank Details of Beneficiary</b>	
<b>A</b>	Bank Name	HDFC BANK LTD
<b>B</b>	Branch Name	DULIAJAN
<b>C</b>	Branch Address	Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602
<b>D</b>	Banker Account No.	21182320000016
<b>E</b>	Type of Account	Current Account
<b>F</b>	IFSC Code	HDFC0002118
<b>G</b>	MICR Code	786240302
<b>H</b>	SWIFT Code	HDFCINBBCAL

- 10.14 Bid Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to either of the following designated OIL's bank accounts:

	<b>Bank Details of Beneficiary: OIL INDIA LIMITED</b>	
<b>a</b>	Bank Name	STATE BANK OF INDIA
<b>b</b>	Branch Name	Duliajan
<b>c</b>	Branch Address	Duliajan, Dist-Dibrugarh
<b>d</b>	Bank Account No.	<b>10494832599</b>
<b>e</b>	Type of Account	Current Account
<b>f</b>	IFSC Code	<b>SBIN0002053</b>
<b>g</b>	MICR Code	786002302
<b>h</b>	SWIFT Code	SBININBB479

Note: If the bid security is submitted through NEFT or RTGS mode, details such as **UTR No., Tender No., Bidder's name & Deposited Amount etc. must be uploaded with the** Unpriced Techno-Commercial Bid documents.

#### **11.0 Exemption from submission of bid security:**

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

- 11.2 Micro or Small Enterprises (MSE) bidders are exempted from submitting Bid Security. Categorization and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 30th June'2020 shall continue to be valid only for a period up to the 31st day of March, 2021.
- 11.3 The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:
- i. Udyam Registration Number (URN) with Udyam Registration Certificate(URC)
- OR
- ii. Proof of registration 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 Udyog Adhaar registration or registration with any other body specified by Ministry of MSME
- 11.3.1 In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.

## **12.0 PERIOD OF VALIDITY OF BIDS:**

- 12.1 Bids shall remain valid as per the requirement mentioned in forwarding letter 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.
- 12.2 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 10.0 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.

## **13.0 Signing & submission of bids:**

- 13.1 Signing of bids:
- 13.1.1 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 Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

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

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

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.

- 13.1.2 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.
- 13.1.3 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 initialed by the person or persons who has/have digitally signed the Bid.
- 13.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.
- 13.2 Submission of bids:

The tender is processed under single stage - Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "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 as Attachment just 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:

- a) The Original Bid Security along with 1(one) copy
- b) Printed catalogue and literature if called for in the bid document.
- c) Power of Attorney for signing of the bid digitally.
- d) Any other document required to be submitted in original as per bid document requirement.

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

- 13.2.1 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.
- 13.2.2 Timely delivery of the documents in physical form as stated in Para 13.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.
- 13.2.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

#### **14.0 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.

**15.0 Deadline for submission of bids:**

- 15.1 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.
- 15.2 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.
- 15.3 The documents in physical form as stated in Para 13.2 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.

**16.0 Late Bids:**

- 16.1 Bidders are advised in their own interest to ensure that their bids are uploaded in system much before the closing date and time of the bid. The documents in physical form 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.

**17.0 Modification and withdrawal of bids**

- 17.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has/have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.
- 17.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 17.3 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.

## **18.0 Extension of bid submission date**

- 18.1 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.

## **19.0 Bid opening and evaluation**

- 19.1 Company will open the Technical Bids, including submission made pursuant to clause 15.0, 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.
- 19.2 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.
- 19.3 Bids which have been withdrawn pursuant to clause 17.0 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.
- 19.4 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.
- 19.5 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.
- 19.6 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.

- 19.7 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.
- 19.8 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.

## **20.0 Opening of priced bids**

- 20.1 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.
- 20.2 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.
- 20.3 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.

## **21.0 Conversion to single currency**

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

## **22.0 Evaluation and comparison of bids**

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

## **22.1 Discounts / rebates**

- 22.1.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.
- 22.1.2 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.

## **22.2 Loading of foreign exchange**

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

## **22.3 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.

## **22.4 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.

## **23.0 Contacting the company**

- 23.1 Except as otherwise provided in Clause 19.0 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 19.5.
- 23.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

## **24.0 Award of contract**

### **24.1 Award criteria**

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

## **25.0 Company's right to accept or reject any bid**

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

## **26.0 Notification of award**

- 26.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.
- 26.2 The notification of award will constitute the formation of the Contract.
- 26.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 27.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 10.0 hereinabove.

## **27.0 Performance security:**

Successful bidder has to submit Performance Security amount as mentioned in GCC clause no. 10.0.

## **28.0 Signing of contract**

- 28.1 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.
- 28.2 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.
- 28.3 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.

*(Signing of the Contract may be done at the place of award in presence of both parties)*

## **29.0 Credit facility**

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

## **30.0 Mobilisation and advance payment**

- 30.1 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.
- 30.2 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.
- 30.3 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.

## **31.0 Integrity pact:**

- 31.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Proforma-M of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.
- 31.2 Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:
- a) Shri Sutanu Behuria, IAS (Retd); E-mail: [sutanu2911@gmail.com](mailto:sutanu2911@gmail.com)
  - b) Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture E-mail: [rudhra.gangadharan@gmail.com](mailto:rudhra.gangadharan@gmail.com)



### **32.0 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.

### **33.0 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.

### **34.0 Purchase preference policy (linked with Local Content) (PP-LC) notified vide letter no. O-20013/2/2017-FP-PNG dated 07.10.2019 of MoPNG.**

- 34.1 In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.
- 34.2 Bidders seeking Purchase preference (linked with local content) (PP-LC) Amended shall be required to meet / exceed the target of Local Content (LC) %.
- 34.3 Such bidders shall furnish following undertaking on its letter head along with their techno-commercial bid. The undertaking shall become a part of the contract.

“We \_\_\_\_\_ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. \_\_\_\_\_ (to be filled as notified at

Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. \_\_\_\_\_. *The percentage of local content in the bid is \_\_\_\_\_%.*

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

“We \_\_\_\_\_ the statutory auditor of M/s \_\_\_\_\_ (name of the bidder) hereby certify that M/s \_\_\_\_\_ (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. \_\_\_\_\_ (to be filled by the work center as notified at Enclosure I of the policy) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against OIL tender No. \_\_\_\_\_ by M/s \_\_\_\_\_ (Name of the bidder). ***The percentage of local content in the bid is \_\_\_\_\_%.***”

Note:

- a. In case of a foreign bidder, certificate (with regard to the fulfilment of minimum mandatory local content requirement) from Statutory Auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint Statutory Auditors or cost auditors, certificate from a practicing Chartered Accountant in India or practicing cost accountant in India shall also be acceptable.
  - b. In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.
- 34.3.2 At the bidding stage the bidder shall provide undertaking, certificate as per provisions under clause and 0 and shall upload along with their techno-commercial bid in the e-procurement portal.

Sample format for calculation of LC of goods may be seen in Enclosure-A. Bidders confirmation on LC shall be based on the calculation shown in this Enclosure. However, this enclosure shall not be required to be included in the bid or uploaded by the bidders in the e-procurement portal.

- 34.4 Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference of 10% i.e. where the evaluated price is within 10% of the evaluated lowest price of Non Local Content (NLC) L-1 bidder [if NLC is L-1 Bidder], other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.
- 34.4.1 Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be

asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

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

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

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

For example

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

OR

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

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

34.7 For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-20013/2/2017-FP-PNG dated 07.10.2019.

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

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

34.9 Determination of LC:

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

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

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

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

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

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

Working equipment produced in the country is valued as 100% (one hundred percent) local content, working equipment produced abroad is valued as much as nil (0% percent) local content.

34.10 Calculation of LC and Reporting:

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

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

34.11 Certification and Verification:

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

34.11.1.1 At bidding stage:

- a) Local Component
  - i. The bidder shall provide the percentage of Local contents in the bid as per provisions under clause 0

- ii. Bidder must have LC in excess of the specified requirement
- b) Undertaking by the bidder
  - i. The bidder shall submit an undertaking as per clause no. 0 from the authorized signatory having the Power of Attorney along with the techno-commercial bid stating the manufacturer meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
  - ii. The undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content as per clause no. 0.
  - iii. However, in case of a foreign bidder, certificate (with regard to the fulfillment of minimum mandatory local content requirement) from Statutory Auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint Statutory Auditors or cost auditors, certificate from a practicing Chartered Accountant in India or practicing cost accountant in India shall also be acceptable.

34.11.1.2 After Contract Award:

- a) The bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

- b) (applicable in In cases of procurement for a value in excess of Rs. 10 crores)

The undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.

However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant in India or practicing chartered accountant in India giving the percentage of local content is also acceptable.

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

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

34.11.4 Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.

34.11.5 OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

34.12 Sanctions:

34.12.1 OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.

34.12.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.

34.12.3 If the bidder does not fulfill his obligation after the expiration of the period specified in such warning, OIL shall initiate action for blacklisting such bidder/successful bidder.

34.12.4 A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

In pursuance of the clause No. 34.12.4 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format enclosed as Proforma-L) equivalent to the amount of PBG.

**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 this bid document. Bidders are advised not to take any exception/deviation to the Bid Documents. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications and if any exceptions/deviations are maintained in the bid, such conditional/nonconforming bids shall not be considered, but shall be rejected outright.

**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:**

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

3.1.1.1 Bidders must have successfully completed onshore **2D seismic survey with a minimum cumulative total of 150 LKM** and **150 SQKM of onshore 3D seismic survey OR 225 SQKM of onshore 3D seismic survey** in the last seven (07) years preceding the date of Original Bid Closing.

Bidders must submit documentary evidence as:

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

OR

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

OR

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

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

Bidders must submit documentary evidence as:

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

**OR**

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

**OR**

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

- 3.1.1.3 Foreign Bidders:** Bidder (s) shall have experience mentioned in Clause Nos. 3.1.1.1 & 3.1.1.2 above, out of which the Bidder(s) must have successfully carried out a minimum of **75 LKM of onshore 2D Seismic Data Acquisition** and **75 SQKM of onshore 3D seismic data acquisition** OR **125 SQKM of onshore 3D seismic data acquisition** in two countries other than the country of origin in the last Seven (07) years preceding the date of Original Bid Closing.

**OR**

Bidder (s) shall have experience mentioned in Clause Nos. 3.1.1.1 & 3.1.1.2 above, out of which the Bidder(s) must have successfully carried out a minimum of **75 LKM** of onshore 2D seismic data acquisition and **75 SQKM** of Onshore 3D Seismic Data Acquisition OR **125SQKM** of onshore 3D seismic data acquisition in a single survey block in India in the last **Seven (07)** years as preceding the date of Original Bid Closing.

Bidders must submit documentary evidence as:

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

**OR**

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

**OR**

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

- 3.1.2 Indian Company/Indian Joint Venture Company as bidder:** Either the Indian Company/Indian Joint Venture Company or its Technical Collaborator must meet the criteria under clause **3.1.1** above. [In case the Collaborator(s) is/are of foreign origin, they have to meet the experience criteria set in **clause 3.1.1.3** above in addition to others, otherwise the same is exempted for Indian JV Partner(s)/Collaborator(s)].

- 3.1.2.1** Details of experience and past performance of the bidder and the collaborator (in case of collaboration), on works/jobs done of similar nature in the past, indicating areas and clients are to be submitted along with the Technical Bid, in support of the experience criteria laid down above as per enclosed



## **Proforma-T.**

- 3.1.2.2 **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, 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.
- 3.1.2.3 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.
- 3.1.2.4 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 The leader of the consortium must satisfy the minimum experience requirement as per clause **3.1.1** above.
- 3.1.3.2 The leader of the Consortium must submit bid on behalf of consortium of Bidders. Memorandum of Understanding (MOU) between the Consortium members duly executed by the CEO/Authorized person and certified by the competent authority of the respective organization of the consortium members and notarized, must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. However, the Leader of the Consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the “Scope of Work” of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium.
- 3.1.3.3 Only the Leader of the consortium should register in the e-tender 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.
- 3.1.3.4 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.

- 3.1.3.5 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 he shall also be responsible for resolving dispute/ misunderstanding/undefined activities, if any, amongst all the Consortium members.
- 3.1.3.6 Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.
- 3.1.3.7 Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.
- 3.1.3.8 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 offer.
- 3.1.3.9 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.
- 3.1.3.10 **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.
- 3.1.3.11 **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.
- 3.1.3.12 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.
- 3.1.3.13 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.
- 3.1.3.14 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-subsidiary company or through any other arrangement like technical collaboration etc. In that case, as the subsidiary company is dependent upon the technical experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder must enclose an agreement, as per format furnished vide **Proforma-N**, between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee, as per format furnished vide **Proforma-O**, from the parent/subsidiary company to OIL for fulfilling the obligations under the agreement, along with the technical bid.
- 3.1.5** In the situations mentioned in 3.1.4, following conditions are required to be fulfilled/documents to be submitted:
- 3.1.5.1** Undertaking by Supporting Company or Ultimate Parent Company to provide a Performance Security (as per format and instructions enclosed at **Proforma-R**), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Security for an amount which is sum of Performance Security amount to be submitted by the bidder and additional Performance Security amount required to be submitted by the supporting company / ultimate parent company. In such case bidding company shall furnish an undertaking that their foreign based supporting company / ultimate parent company is not having any Permanent Establishment in India in terms of Income Tax Act of India.
- 3.1.5.2** Undertaking from the supporting company / ultimate parent company to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.
- Note:** In case Supporting Company / ultimate parent company fails to submit Performance Bank Guarantee as per 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** (Scope of Work/Terms of Reference). Bids which do not conform to the minimum specifications of equipment, hardware and software furnished therein and do not include all the jobs/services mentioned in the tender document will be considered as incomplete and rejected. **Bidder must submit the Checklist-3.**
- 3.1.9 Equipment & Accessories:** The years of the vintage of equipment to be offered are specified in **Annexure-II**. Bidder has to submit the documentary evidence in support of the Vintage of the equipment which bidder proposes to deploy in the field for the execution of the contract as per the Annexure - II. Bids shall be liable for rejection if the equipment offered do not meet the specified requirement. **Bidder must submit the Checklists-1A & 1B.**
- 3.1.10 Key Personnel:** The years of experience of the key personnel to be offered are specified in **Annexure-I**. Bidder must submit detailed Bio-data of all its key personnel as per **Proforma-U** to be deployed along with the technical bid. Bidder shall deploy the same persons whose Bio-data is offered in the bid for data acquisition. They shall not be replaced or transferred without prior notification to the Company. Company's approval is essential in case they are desired to be replaced by the bidder with equally competent persons satisfying minimum experience criteria and Company's decision in this regard will be final. Bids shall be liable for rejection if the personnel offered do not meet the specified requirement. **Bidder must also submit the enclosed Checklist-2.**
- 3.1.11 Mobilization:** The bidder must categorically confirm in the Technical Bid that in the event of award of contract, mobilization shall be completed within **Ninety (90) days** from the date of issue of LOA by Company as per the **Proforma-S** and Checklists-1A & 1B. Bidders should quote lump sum mobilization charges which should not exceed 5% (five percent) of the total evaluated contract value as per price bid format. However, mobilization charges if quoted in excess of 5% of the estimated contract cost, the excess amount shall be paid only after successful completion of the contract. **In case, the last date of scheduled mobilization of 90 days falls within the non-operating period (June to October) the mobilization date would be extended upto end of monsoon break.**
- 3.1.12** Mobilization shall be deemed to be completed when all personnel, equipment, tools, consumables and field crew are mobilized and also the equipment are fully tested & calibrated and necessary pre-acquisition experimental work conducted as specified in scope of work and first regular production record is taken and accepted by the Company. The time spent on the pre-acquisition experimental work is inclusive in the above mobilization period. Bidders must provide categorical confirmation of their capability and intent to meet this timing in their Technical Bid otherwise their Bid will be rejected.

### **3.2 FINANCIAL EVALUATION CRITERIA:**

- 3.2.1** The bidder must have minimum annual financial turnover of at least **INR 56.40 Crores or USD 7.39 Million** in any of preceding three

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 56.40 Crores or USD 7.39 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 28.20 Crores or USD 3.695 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 8.46 Crores or USD 1.11 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 minimum **INR 8.46 Crores or USD 1.11 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 8.46 Crores or USD 1.11 Million** for the accounting year preceding the original bid closing date. Similarly, in case of consortium bidding the cumulative working capital should be minimum **INR 8.46 Crores or USD 1.11 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** **Bid Capacity:** The bidding capacity of the contractor should be equal to or more than the **INR 56.40 Crores or USD 7.39 Million**. The bidding capacity shall be worked out by the following formula:

$$\text{Bidding Capacity} = [A \times 1.5] - B$$

Where,

A = Maximum annual turnover in any one of the preceding three financial years.

B = Commitments in next twelve months from the date of expiry of the bid validity as per **Proforma-X**.

**3.2.6** **Debt equity ratio:** Debt equity ratio of the bidder should not be more than **2:1**.

**Debt equity ratio** shall mean long term borrowings/ Net-worth.

**3.2.7** 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 documents need to be submitted along with the technical bid in support of the following:

- i) **Annual Turnover** of the parent/ultimate parent/holding company in any of preceding three (3) financial years shall be minimum **INR 56.40 Crores or USD 7.39 Million**.
- ii) **Net Worth** of the parent/ultimate parent / holding company should be minimum **INR 8.46 Crores or USD 1.11 Million** for the accounting year preceding the original bid closing date.
- iii) Working capital should be minimum **INR 8.46 Crores or USD 1.11 Million** for the accounting year preceding the original bid closing date.
- iv) The bidding capacity of the parent/ultimate parent / holding company should be equal to or more than the **INR 56.40 Crores or USD 7.39 Million**.
- v) Debt equity ratio of the parent/ultimate parent / holding company should not be more than **2:1**.
- vi) Corporate Guarantee on parent/ultimate parent/holding company's letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project/job in case the same is awarded to them.
- vii) The bidder is a subsidiary company of the parent/ultimate parent /holding parent company.

**3.2.8** 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 **Proforma - J**. 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 **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 lump sum Mobilization Charges quoted by the Bidders must not exceed **5% (five percent)** of the total evaluated Contract value. **However, mobilization charges if quoted in excess of 5 % of the estimated contract cost, the excess amount shall be paid at the end of the contract.**
- 3.3.13** The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.



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

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

#### **3.4 BID EVALUATION CRITERIA:**

- 3.4.1 The compliance statement (enclosed **Proforma-D**) should be digitally signed and uploaded along with the technical bid (un-priced). The compliance Statement (**Proforma-D**) clearly indicating “**NIL Exception/Deviation**” to Tender clauses should be uploaded along with the Technical bid.
- 3.4.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.4.3 If any clauses in the BEC contradict clauses elsewhere in the Bid Document, then the clauses in the BEC shall prevail.
- 3.4.4 The Company reserves the right to cancel/withdraw the tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the bidders or any obligation to inform the bidders of the grounds of Company’s action.
- 3.4.5 Bid involving a party in any form whose name is appearing in the prevailing list of banned/blacklisted vendors of OIL INDIA LIMITED shall be rejected outright.
- 3.4.6 The bids conforming to the Scope of Work, Terms and Conditions stipulated in the bidding document and considered to be responsive after subjecting to bid rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria described hereunder.
- 3.4.7 Commercial Bids (Price Bids) of only the technically qualified bidders subjected to BEC/BRC 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 re-calculating the amount as per the percentage terms. Any bidder who does not accept the said correction procedure, their bid will be rejected."

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

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

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

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

### **3.5 PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES:**

- 3.5.1 Categorisation and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM-Part-II or UAM till 30<sup>th</sup> June 2020 shall continue to be valid only for period up to the 31<sup>st</sup> day of March, 2021.

- 3.5.2 In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.
- 3.5.3 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
- 3.5.4 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

3.5.5 DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:

The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:

- i. Udyam Registration Number with Udyam Registration Certificate.

Or

- ii. Proof of registration with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Adhaar registration or registration with any other body specified by Ministry of MSME.

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

**3.6 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC)**

**Purchase preference policy-linked with Local Content (PP-LC) - Amended notified vide letter no. 20013/2/2017-FP-PNG dated 07.10.2019 of MoPNG shall be applicable in this tender.**

- 3.6.1 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified at clause No. 37.0 of ITB and shall have to submit all undertakings / documents applicable for this policy.
- 3.6.2 Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match their rates with that of L-1 bidder for award of contract. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder for award of contract.

- 3.6.3 Where MSE is already L-1 in the tender evaluation, contract for L-1 portion shall be straightway awarded to MSE, without considering any Purchase Preference for PPLC bidder.
- 3.6.4 In case L-1 bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder as per 'PPP for MSE-Order 2012'.
- 3.6.5 In case of participation of MSE and LC vendor against the tender, MSE vendor will be given preference over LC bidder to match with L1 bidder as per Public Procurement Policy. MSE vendor will be evaluated with 15% PP and LC vendor will be evaluated with 10% PP as MSE vendor does not have Local Content conditions as per Public Procurement Policy and the PP-LC policy is not applicable for DMEP and MSME.

**3.7 NOTES 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 Check list-3.**

**END OF PART-2**  
**&&&&**

**Part-3**  
**SECTION-I**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

**1.0 APPLICABILITY, DEFINITION & INTERPRETATION**

**1.1 Applicability**

All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC] and/or BEC/BRC. Furthermore, in the event if there is any conflict between the Principal text of the Agreement and the Appendixes, the Principal text will prevail.

**1.2 Definition & Interpretation**

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

**1.2.1 COMPANY/OIL/Operator:**

Shall mean Oil India Limited [OIL] a public sector undertaking, incorporated under COMPANY's Act 1956 having its registered office at Duliajan-786602, Assam, India and includes its successor and permitted assigns.

**1.2.2 CONTRACTOR:**

Shall mean the person or persons, firm or COMPANY or corporation incorporated in India or abroad, who has been awarded with the contract and includes contractor's legal representatives, his successors and permitted assigns.

**1.2.3 Contract:**

Shall mean a written agreement between the COMPANY and the CONTRACTOR for execution of the services/works including all contract documents and subsequent amendments, if any.

**1.2.4 Site:**

Shall mean the place in which the operations/services are to be carried out or places approved by OIL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

**1.2.5 COMPANY's Site Representative/Engineer:**

Shall mean the person or the persons appointed by the COMPANY from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

**1.2.6 Sub-Contract:**

Shall mean order/contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of COMPANY on

third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

**1.2.7 Sub-Contractor:**

Shall mean any person or firm or COMPANY (other than CONTRACTOR) to whom any part of the work has been entrusted by CONTRACTOR, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or COMPANY).

**1.2.8 Contractor's Representative:**

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the COMPANY as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

**1.2.9 Contract Price/Value:**

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted in tender and/or the contract rates as payable to the CONTRACTOR for the entire execution and completion of the services/works, including amendments/modification/change order issued by the COMPANY.

**1.2.10 Firm price:**

The prices will remain unchanged, except for statutory changes, during currency of the CONTRACT unless specifically agreed to in writing by COMPANY.

**1.2.11 Service/Works/Operations:**

Shall mean and include all items and things to be supplied/done and all work/Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract.

**1.2.12 Equipment/Materials/Goods:**

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the COMPANY for/under the CONTRACT and amendments thereto.

**1.2.13 Drawings:**

Shall mean and include all Engineering sketches, general arrangements/layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto.

**1.2.14 Specifications:**

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the services and qualities of the service/materials to be provided

under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

**1.2.15 Engineer In-charge (EIC):**

Shall mean the person designated from time to time by the COMPANY and shall include those who are expressly authorized by the COMPANY to act for and on its behalf for operation of the contract.

**1.2.16 Inspectors:**

Shall mean any person or outside Agency nominated by COMPANY to inspect equipment, materials and services, if any, in the CONTRACT (stage wise as well as final) as per the terms of the CONTRACT.

**1.2.17 Tests:**

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT, considered necessary by the COMPANY or their representative to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

**1.2.18 Approval:**

Shall mean and include the written consent duly signed by COMPANY or their authorized official in respect of all documents, drawings or other particulars in relation to the CONTRACT.

**1.2.19 Day:**

Shall mean a calendar day of twenty –four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

**1.2.20 Month:**

Shall mean a calendar month as per Gregorian calendar.

**1.2.21 Year:**

Shall mean calendar year as per Gregorian calendar.

**1.2.22 Working day:**

Means any day which is not declared to be holiday by the COMPANY.

**1.2.23 Bid/offer:**

Shall mean the proposal/Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.

**1.2.24 Guarantee:**

Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT.

**1.2.25 Mobilization:**

Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.

**1.2.26 De-mobilization:**

Shall mean the removal of all items forming part of the mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.

**1.2.27 Wilful Misconduct:**

Shall mean 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 of the Company or Third Party.

**1.2.28 Gross Negligence:**

Shall mean 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 unjustifiable 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.

**1.2.29 Criminal Negligence:**

Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.

**1.2.30 GST Legislations:**

‘GST legislations’ means ‘any or all of the following legislations as may be applicable to the CONTRACTOR and OIL:

- (A) The Central Goods & Services Tax Act, 2017;
- (B) The Integrated Goods & Services Act, 2017;
- (C) The Union Territory Goods & Services Tax Act, 2017;
- (D) The respective State Goods & Service Tax Acts’
- (E) The Goods and Services (Compensation to States) Act, 2017
- (F) The Customs Act and the Customs Tariff Act.
- (G) Any other applicable Act related to GST



## **2.0 CONTRACT DOCUMENT:**

- 2.1 Governing language:** The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.
- 2.2 Entire Agreement:** The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.
- 2.3 Amendment in CONTRACT:** No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

## **3.0 WAIVERS AND AMENDMENTS:**

- 3.1 Waivers:** It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.
- 3.2 Change Program:** It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling Programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

## **4.0 CONTRACT TIMELINE:**

- 4.1 Effective Date of Contract:**  
The contract shall become effective as of the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the effective date of contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

**4.2 Date of Commencement of Operation:**

The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision [Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.

**4.3 Duration of the contract:**

The contract shall be valid for a period as defined in the LOA and Special Conditions of Contract [SCC].

**5.0 SCOPE OF WORK/CONTRACT:**

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and Appendices.

**6.0 GENERAL OBLIGATION OF CONTRACTOR:**

CONTRACTOR shall, in accordance with and subject to the terms and conditions of this Contract:

- 6.1** Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.
- 6.2** Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.
- 6.3** 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.
- 6.4** Comply with all applicable statutory obligations specified in the contract.
- 6.5** 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.
- 6.6** CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, 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.
- 6.7** 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.

**7.0 GENERAL OBLIGATION OF COMPANY:**

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

**7.1** Pay CONTRACTOR in accordance with terms and conditions of the contract.

**7.2** Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.

**7.3** Perform all other obligations required of COMPANY by the terms of this contract.

**8.0 DUTIES AND POWER/AUTHORITY:**

**8.1 OIL's site representative/engineer:**

The duties and authorities of OIL's site representative/engineer are to act on behalf of OIL for:

- (a) Overall supervision, co-ordination and Project Management at site.
- (b) Proper and optimum utilization of equipment and services.
- (c) Monitoring of performance and progress
- (d) Commenting/countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- (e) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
- (f) Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

**8.2 CONTRACTOR's representative:**

- (a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.
- (b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.

- (c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
- (d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

**9.0 Personnel to be deployed by contractor:**

CONTRACTOR warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.

- 9.1** The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.
- 9.2** 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, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.
- 9.3** However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.
- 9.4** CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

**10.0 PERFORMANCE SECURITY:**

- 10.1** On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-F and must be in the form of a Bank Draft/Cashier's cheque/Banker's cheque\*/ NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

**10.2** 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 CONTRACTOR/service provider, or

**10.3** In case of foreign CONTRACTOR/service provider, 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.

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

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

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

Full address.

Branch Code.

Code Nos. of the authorized signatory with full name and designation.

Phone Nos., Fax Nos., E-mail address.

**10.5** The domestic CONTRACTOR/service provider(s) 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.

**10.6** The foreign CONTRACTOR/service provider(s) 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.

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

**10.8** The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. 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.

**10.9** The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.

- 10.10** The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.11** Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

#Subject to credit in OIL's account within prescribed time

\*The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 3 months.

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

**11.0 SIGNING OF CONTRACT:**

- 11.1** The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA as well as GCC & SCC as prescribed in the Tender, shall remain binding amongst the two parties. 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. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at [www.oil-india.in](http://www.oil-india.in)].

**12.0 CLAIMS, TAXES & DUTIES:**

**12.1 Claims:**

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of COMPANY. COMPANY may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

**12.2 Notice of claims:**

CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding,

shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

### **12.3 Taxes:**

- 12.3.1** CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPANY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.
- 12.3.2** 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.
- 12.3.3** CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.
- 12.3.4** The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 12.3.5** 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.
- 12.3.6** Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.
- 12.3.7** Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.
- 12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.3.9** CONTRACTOR shall provide all the necessary compliances/invoice/ documents for enabling OIL to avail Input tax credit benefits in respect of the payments of

GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

**12.3.10** The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:

- (i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR).
- (ii) Name and Address and GST Registration Number of the Service Receiver (Address of OIL).
- (iii) Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess).

**12.3.11** In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

**12.3.12** The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.

**12.3.13** OIL would not accept any invoice without its GSTIN mentioned on the invoice

**Note:** *CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.*

#### **12.4 Goods and Services Tax:**

12.4.1 "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.

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

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.

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

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.

12.4.4 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.

12.4.5 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.

12.4.6 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.

12.4.7 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.

12.4.8 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.

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

12.4.10 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.

## **12.5 Anti-profiteering clause**

- 12.5.1 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.
- 12.5.2 In case rating of Contractor 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/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

## **13.0 CUSTOMS DUTY, IF APPLICABLE:**

- 13.1.1 CONTRACTOR shall be responsible to import the equipment/tools/spares/consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.
- 13.1.2 CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.
- 13.1.3 Above clause is to be read with Customs Duty Clause in SCC, if any.

## **14.0 INSURANCE:**

- 14.1** CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.

- 14.2** Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 14.3** 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.
- 14.4** 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.
- 14.5** **Certificate of Insurance:**
- Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:
- a) Kinds and amounts of insurance as required herein
  - b) Details of coverage
  - c) Insurance corporation or companies carrying the aforesaid coverage
  - d) Effective and expiry dates of policies
  - e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
  - f) Waiver of subrogation endorsement has been attached to all policies and
  - g) The territorial limits of all policies.
- 14.6** Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.
- 14.7** If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.
- 14.8** Contractor on demand from Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

CONTRACTOR shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the CONTRACTOR under this

CONTRACT in respect of CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR and its personnel as well deputed under this CONTRACT during the entire period of their engagement in connection with this CONTRACT including extensions if any. The CONTRACTOR shall also carry adequate insurance cover against damage/loss to third party person/property. OIL will have no liability on this account.

**14.9 Principal Assured**

The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance): "Oil India Limited, and CONTRACTOR's name (as appearing in the Contract /LOA)".

**14.10 Waiver of subrogation:**

All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees".

**14.11 Deductible:**

The CONTRACTOR shall take policy with minimum deductible as per IRDA prescribed for the policy(ies). That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

**14.12 Compliance with Sec 25(1), of "The General Insurance Business (Nationalization) Act 1972"**

Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is reproduced below:

"No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government".

The above requirement of aforesaid Act needs to be complied with by the CONTRACTOR wherever the aforesaid provisions of Act apply, and compliance confirmations submitted.

**14.13 Loss Payee Clause:**

The Insurance Policies should mention the following in Loss Payee Clause:

"In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".

**14.14 On account payment to OIL in case of claim**

In case any loss or damage happen and where OIL's interest is involved, OIL reserves the right to recover the loss amount from the CONTRACTOR prior to final settlement of the claim.

**14.15** CONTRACTOR shall require all of its SUB-CONTRACTORS to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

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

- i) **Workman Compensation and/Employers' Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** 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 shall be governed by Indian Insurance Regulations.
- iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of all CONTRACTOR's items to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti BimaYojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).

- viii) Any other insurance policy set forth in the SCC

**Note: An undertaking by the service provider has to be mandatorily provided during the Mobilization time that they have taken all the Insurance provisions as per the contract and as the Law and Insurance Regulation.**

## **15.0 LIABILITY:**

- 15.1** Except as otherwise expressly provided herein, 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.
- 15.2** 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. 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.
- 15.3** 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.
- 15.4** 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.

- 15.5** Except as otherwise expressly provided herein, 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.
- 15.6** Except as otherwise expressly provided herein, 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.
- 15.7** 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.
- 15.8** 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.
- 16.0** **LIMITATION OF LIABILITY:**
- a) Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and/or criminal acts and/or criminal negligence, 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, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.

- 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 100% of the Contract Price (if not specified otherwise in SCC), 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.

#### **17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:**

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

#### **18.0 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.

#### **19.0 RISK PURCHASE:**

In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to



hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

## **20.0 INDEMNITY AGREEMENT:**

**20.1** 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 or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

**20.2** 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 or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

## **21.0 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.

## **22.0 ROYALTY 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 forming part thereof.

## **23.0 WARRANTY AND REMEDY OF DEFECTS:**

- 23.1** 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/industry 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.
- 23.2** Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilized from site or base camp (if applicable) 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 subject to a maximum of the contract value payable for the defective work which needs corrective action 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.

## **24.0 SUBCONTRACTING/ASSIGNMENT:**

- 24.1** CONTRACTOR shall not subcontract, transfer or assign the contract, 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 written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.
- 24.2** Consequent upon of placement of contract, if 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.

## **25.0 RECORDS, REPORTS AND INSPECTION:**

The CONTRACTOR shall, at all times during the currency of the contract, permit the COMPANY and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests

made in connection with the said work. The CONTRACTOR shall 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's designated representatives and its authorized employees. The CONTRACTOR shall provide the COMPANY's 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.

**26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

- 26.1 CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as 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 which is:
- a) 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) 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.
- 26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.
- 26.3 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.
- 26.4 During the currency of the 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 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.

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;

## **27.0 REMUNERATION AND TERMS OF PAYMENT:**

- 27.1** COMPANY shall pay to the 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.
- 27.2** Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3** MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.
- 27.4** 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.
- 27.5** INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.6** 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.
- 27.7** CONTRACTOR will submit 02 (Two) 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.

- 27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9** 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 maybe 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 no. 27.4 above.
- 27.10** 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.
- 27.11** 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.

- 27.12** CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based upto 02 (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.
- 28.0 PAYMENT OF COMMISSION/FEE/REMUNERATION OF INDIAN AGENT /CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):**

The Commission/fee/remuneration of the Indian agent/ consultant/ associate/ representative/retainer, if any, will be paid within 30 days of the payment of invoice made to the CONTRACTOR, The amount of commission/ fee/remuneration as a percentage of invoice value as per contract provisions will be deducted by COMPANY/OIL from the monthly invoices of the CONTRACTOR and paid to the Indian agent/ consultant/ representative/retainer/associate.

## **29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI ETC.**

Wherever applicable, the CONTRACTOR (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers.

The CONTRACTOR shall be required to submit the following documents/details to the Corporation:

- (i) Copy of PF-ECR duly stamped by the designated Bank, along with a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).
  - (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.
  - (b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (ii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:
  - 1) The furnished information is correct to the best of his knowledge.
  - 2) In case any discrepancies or irregularities is/are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.
  - 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
  - 4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/Security Deposit may be withheld by OIL.

COMPANY may verify the deposit of statutory contribution made by the CONTRACTORs with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the CONTRACTOR, the COMPANY may verify the details/status of the payment towards EPF/ESI made by the CONTRACTOR from the authorities/official website of EPF/ESI (i.e. <http://www.epfindia.gov.in> and <http://www.esic.in>). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

### **30.0 TIMELY MOBILISATION AND LIQUIDATED DAMAGES:**

- a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.
- b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.
- c) 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 on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

### **31.0 FORCE MAJEURE:**

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 as

provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared/undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

Upon occurrence of such cause, the party claiming 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.

Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the 'force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period. [or exclusively mentioned in the SCC of the Contract]

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

If however, relative obligation of the party affected by such 'Force Majeure' is limited to part of the obligation(s), the contract shall not be terminated and the parties shall continue to perform their respective obligations, which are not affected by the 'force majeure' condition, provided the obligations affected by the 'force majeure' do not preclude the parties in performing the obligations not affected by such conditions.

### **32.0 SET-OFF:**

Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract,



whether in progress or in future, 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).

**33.0 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:

- 33.1** For non-completion of jobs assigned as per Scope of Work/Terms of Reference.
- 33.2** Defective work not remedied by CONTRACTOR.
- 33.3** Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.
- 33.4** Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the CONTRACTOR.
- 33.5** Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 33.6** 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 CONTRACTOR, 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.
- 33.7** Withholding will also be effected on account of the following:
  - i) Order issued by a Court of Law or statutory authority 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 are removed, payment shall thereafter be made for amounts so with-held.

**33.8** COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY against 33.2, 33.3, 33.6 & 33.7 above.

**34.0 APPLICABLE LAWS:**

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 sole and exclusive jurisdiction of Courts situated in Dibrugarh (or the Place where the contract is executed) and Principal Bench of Gauhati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

The CONTRACTOR shall ensure full compliance of various Indian Laws and Statutory Regulations, as stated below, 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
- b) The Oil Mines Regulations, 2017
- c) The Employees' Compensation Act, 1923
- d) The Code of Wages, 2019
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- f) The Employees Pension Scheme, 1995
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- i) Goods and Service Tax Act
- j) Customs & Excise Act & Rules
- k) Factories Act, 1948
- l) Industrial Disputes Act, 1947
- m) Payment of Gratuity Act, 1972
- n) Environmental Protection Act, 1986 & other pollution control Acts.

**Note:** The above Acts are only indicative and not exhaustive. The Acts shall include the rules and regulations framed thereunder.

### **35.0 LABOUR LAWS:**

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding

month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.

- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

### **36.0 STATUTORY REQUIREMENTS:**

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment.

### **37.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:**

- 37.1** It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.
- 37.2** It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.
- 37.3** Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 37.4** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

**37.5** When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

**38.0 POLLUTION AND CONTAMINATION:**

The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORS harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

- a) Damage to or loss of any reservoir or producing formation; and/ or
- b) Damage to or loss of any well; and/or
- c) Any other subsurface damage or loss; and/ or
- d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

**39.0 STATUTORY VARIATION/NEWLY ENACTED LAW:**

**39.1** All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.

**39.2** In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when

disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

**39.3** Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion/mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.

**39.4** The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

**39.5** Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:

- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
- ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
- iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
- iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

**39.6** In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:

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

**39.7** The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.

**39.8** Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

**40.0 SEVERABILITY:**

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

**41.0 Commission of misconduct/submission of fraudulent document by the bidder/contractor and Banning thereof:**

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy, 2017 besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

**42.0 SETTLEMENT OF DISPUTES:**

**42.1 Arbitration (Applicable for Suppliers/CONTRACTORs other than PSU and MSME):**

1. 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:
2. 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.

3. It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
4. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL
Above Rs. 25 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.

5. 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.
6. 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.
7. Parties agree and undertake 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.
8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended).



9. 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.
10. 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.
11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule--- of the Act and such expenses shall be equally borne by the parties.
12. The Place/Seat 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.
13. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
14. 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.

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

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken

up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy 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.
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, 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.

#### **42.3 Arbitration (Applicable to Micro, Small and Medium Enterprise)**

In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

#### **42.4 Resolution of disputes through conciliation by OEC**

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)

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, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).

- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers

of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.

- 1) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

#### **42.5 Exclusions**

Parties agree that following matters shall not be referred to conciliation or arbitration:

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.
- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.
- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.
- iv) Any claim which is less than Rs. 25 Lakh.

#### **43.0 COMPLETION OF CONTRACT:**

Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the contract or period of defect liability, as provided for under the Contract, whichever is later.

#### **44.0 TERMINATION:**

- 44.1 Termination on expiry of the contract:** This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

- 44.2 Termination of contract for death:** If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.
- 44.3 Termination on account of Force Majeure:** Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 above.
- 44.4 Termination on account of insolvency:** In the event that the CONTRACTOR or its collaborator or its guarantor 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 or under the process of insolvency or liquidation, 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.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

- 44.5 Termination for Unsatisfactory Performance:** If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of 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. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at [www.oil-india.in](http://www.oil-india.in)].

- 44.6 Termination due to change of ownership and 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 written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.
- 44.7** 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 or partially to the extent non-performance, 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.
- 44.8 Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment along with crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- 44.9** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from 44.1 to 44.8 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.
- 44.10 Consequence 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.

Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

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.

Demobilization charges shall not be payable by COMPANY in case of Article from 44.4 to 44.7.

#### **45.0 TO DETERMINE THE CONTRACT:**

In such an event the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

#### **46.0 WITHOUT DETERMINING THE CONTRACT:**

To take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

#### **47.0 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). Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

#### **48.0 MISCELLANEOUS PROVISIONS:**

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.

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.

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.

Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by the COMPANY.

**END OF SECTION-I**



**Part-3**  
**SECTION-II**  
**SCOPE OF WORK/TERMS OF REFERENCE/TECHNICAL SPECIFICATIONS**

**1.0 Introduction:**

OIL INDIA LIMITED (**OIL**), a Govt. of India Enterprise herein after called as “The Company” desires to carry out acquisition of 150 LKM 2-D seismic data and 150 SQKM 3-D Seismic data in **Dima Hasao Block** (AA-ONHP-2018/3) falls under the State of Assam, India by using state-of-the-art equipment. Bidder has to complete the data acquisition quantum, viz. 150 LKM of 2D and 150 SQKM 3D in Dima Hasao block during the period of Fourteen operating months spread over two field seasons (i.e. in Field season 2020-21 and 2021-22 ) from the scheduled date of Commencement of Operation . Bidder shall deploy minimum one (1) set of seismic crew to accomplish the above mentioned job in Fourteen operating months. The acquired data must be of good quality (distinct primary reflections from all target horizons) and to have uniform fold at the extent possible, regular offsets and or azimuths in all subsurface coverage points (CDPs or Bins). The target formations are from Barails (1200 m depth) to Eocene/Basement (2600m depth). This part establishes the scope and schedule for the work to be performed by the Bidder and describes references to the specifications, instructions, standards and other documents including specifications for any materials, tools or equipment which Bidder shall satisfy or adhere to in the performance of the work.

**2.0 Scope of Work:**

- 2.1 The block **Dima Hasao** (shown in **Fig. 01**) has difficult surface and near-surface logistics. Tentative planned seismic profiles are shown in the maps. The proposed survey area has difficult surface and near-surface logistics. Geomorphologically, the area has steep hills with thick forests. The accessibility within the block is through NH and various other local roads.

The block area comprises of undulated topography and difficult logistics. Shot hole drilling in Dima Hasao area necessitates fit-for-purpose shot hole drilling technology as per the terrain requirement viz. **Portable mechanized** drilling rigs with air compressor drilling/ pneumatic drilling, water drilling rigs and ancillary equipment etc. During the earlier campaigns in the nearby blocks, it was observed that, single shot-hole of 18-20 m depth is better than the pattern holes (8-9 m depth). Therefore, Single shot hole of 18-20 m depth is preferable. The survey operation time (fair weather window) in the area is generally from November to May. Overall, the whole area has poor accessibility with no good motorable roads.

To overcome these prevailing surface logistics, the Bidder shall bring all the necessary and appropriate geophysical hardware, supporting ancillary equipments, suitable drilling rigs and transport facilities required to enable uninterrupted quality driven geophysical activities for covering the diverse topography of the operational areas comprising of villages with dwelling houses, plantations, agricultural lands, sandy river-bed etc. The techniques, tools & the seismic data acquisition equipment used to cover inaccessible and eco-sensitive

areas (forests and tea-garden etc.) should be of the latest generation and should afford high maneuverability in deployment of the acquisition spread & acquiring high quality seismic data in an eco-friendly manner.

- 2.2 The Bidder shall with their own personnel and equipment carry out Differential Global Positioning System based survey, topographic survey, LVL and Uphole surveys, seismic recording and quality control of both 2D and 3D seismic surveys in the Block.
- 2.3 The Bidder shall deploy the equipment, computer hardware and software of state-of-art technology for performing the services referred to in the tender and shall be fully responsible for the execution of seismic data acquisition as per the plan that will be provided by the Company.
- 2.4 The Bidder shall deploy latest generation of seismic data acquisition system with minimum 24-bit delta-sigma technology and facilities of recording minimum 10000 channels per shot record. Bidder must have enough field electronics to lay on the ground so that the Tendered quantum of work can be completed in scheduled time.
- 2.5 The Block co-ordinates (WGS-84) of Dima Hasao (AA-ONHP-2018/3) are given in Table-1.

**Table-1:**

<b>BLOCK : AA-ONHP-2018/3</b>		
<b>Coordinates (WGS-1984)</b>		
<b>POINTS</b>	<b>LONGITUDE</b>	<b>LATITUDE</b>
1	93° 20'	25° 20'
2	93° 0'	25° 20'
3	93° 0'	25° 40'
4	93° 20'	25° 40'
5	93° 20'	25° 33'
6	93° 19'	25° 33'
7	93° 19'	25° 32'
8	93° 20'	25° 32'

- 2.6 All the 2D seismic lines of the Dima Hasao Block are to be acquired by optimal fold data with proper geophysical attributes like offsets etc. For the purpose of the payment, the formula for calculation of LKM for any incomplete line is hereunder,

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

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

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

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

3D Seismic data of Dima Hasao Block is to be acquired by optimal fold with proper geophysical attributes like offsets etc.

For the purpose of the payment:

**1 (one) SQKM is equivalent to 57.14 accepted shots in Dima Hasao Block (AA-ONHP-2018/3)**

- 2.7 Bidder shall put all efforts to acquire all the planned shots in both 2D seismic survey and 3D seismic survey. However, for any avoidable deviation, the Bidder shall acquire a minimum of **80%** of total shots planned and acceptable to Company in each and every ground line kilometre (GLKM) (for 2D) or SQKM (for 3D). The details of the total planned shots for each profile (for 2D) or each swath (for 3D) that cannot be acquired shall be submitted to company representative with detailed explanation for approval. Bidder shall move to the next segment of seismic profile / next seismic profile/next swath only after receiving approval from Company. The raw field data must be in with normal (SEG) polarity in SEG-D/SEG-Y format.
- 2.8 For survey simulation and updation of acquisition geometries, Bidder shall use any of the industry standard software viz. Geoland, OMNI, MESA Expert etc. Bidder shall engage experienced geophysicist (s) as expert/ consultant to implement the given survey design & acquisition parameters and to supervise the planning of recovery shots.
- 2.9 Company reserves the option to decrease/increase the time and volume for 2D data acquisition on quantum of work of **150 LKM by ± 25%** and 3D data acquisition on quantum of work of **150 SQKM by ± 25%**. In case of decrease in quantum, it will be obligatory on the part of the Bidder to carry out the job at the original tender rate, terms & conditions. In case of increase in quantum, the additional quantum of work and rate has to be mutually agreed and agreed rates should not be higher than the original tender rates. The terms & conditions will remain the same as this tender.
- 2.10 Bidder shall take minimum of average 55 shots per operational day (monthly operational day average) in **Dima Hasao (AA-ONHP-2018/3)**. Accordingly, the Bidder shall deploy adequate numbers of mechanized drilling rigs of advanced

technology to record the above-mentioned minimum nos. of shots per day in the block.

- 2.11 The minimum nos. of the drilling rigs to be deployed in the operation with perfect working condition in Dima Hasao Block is tabulated as below:

Area	<b>Portable mechanized</b> drilling rigs with air compressor drilling/ pneumatic drilling, water drilling rigs
Dima Hasao	Minimum 38 nos.

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

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

### **3.0 Objectives of the Survey:**

- 3.1 Dima Hasao Block is highly prospective from hydrocarbon exploration point of view. Because of prevailing difficult logistics, the blocks have scanty data/data-gap in their larger part. As a part of new exploration campaign high quality 2D and 3D seismic acquisition is planned with the objectives including

- To obtain geologically conformable high quality subsurface images of all the formations down to the Basement (~ 2500m) for detail delineations of Faults, geologic beds, Pinch-out etc. that control the subsurface structures, hydrocarbon entrapment & plays.

- 3.2 The block coordinate is given herewith in Table-1. The acquired seismic data shall have quality seismic gathers with regular folds and offsets/azimuths etc.

### **4.0 Brief Geology of the area:**

- The block is located in the south-western part of Dhansiri Valley with Mikir Hills in North and Naga – Schuppen Belt towards ESE. Dhansiri Valley is a part of the Assam and Assam-Arakan Basin situated in the SW part of the Brahmaputra valley separated from Upper Assam Shelf by a major E-W lineament Jorhat Fault. The valley exhibits a classic stable shelf environment with basement slope towards south and southeast. The granitic rocks of Pre-Cambrian age are exposed in major part of Mikir Hills and Neogene rocks outcrop at its periphery. The exposures of mostly Neogene, but some Barail sequences overlying the Naga Thrust are seen in western peripheral parts of Naga Hills. Due to poly-phase deformational history of the basin, the fault system in the area is rather complex. The major fault system of the area is the NE-SW trending down to basinal normal faults with considerable displacements in the Paleogene section that even extends into much younger sequences. A set

of cross faults trending E-W and ENE-WSW are also observed, which generally offsets the older down to basin normal faults.

- The block has been very limited exploration activities. No exploratory well has drilled within the block till now. However, ONGC has produced from the Khoraghat and Nambor oil field, which lies North-Eastern side of the block.
- The objectives of the seismic surveys in these areas are to obtain geologically conformable subsurface images of all the formations down to 2000m-3000m.

## **5.0 Description of Detailed Work:**

### **5.1 Topographical Survey**

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

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

#### **i) Accuracies**

The survey errors

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

ii) Relative Position Accuracy

a) Angular Error: 1min between the control points at 500m to 700m

b) Linear error: 30 cm - 40 cm

iii) Levelling

main loop error shall not exceed  $25\text{cm} \times K$ , where K is the loop distance in kilometers, which is an error of 25cm/Km

iv) Spheroid: WGS 84

5.1.3 The Bidder shall carry out control survey of pillars and picket point implantation using DGPS RTK-GPS techniques as generally done for 2D/3D seismic survey for oil & gas exploration with accuracy better than 25cm in height and 1:1000 scales. The Bidder must supply accurate co-ordinates (WGS-84 and Lambert Conformal Conic) of these points along with necessary diagrams for locating the same in future. The transformation of the co-ordinates from the WGS84 Datum to the local Datum shall be meticulously tested by the Bidder using a set of co-ordinates provided on both the geodetic systems, by the Company. Geoidal elevation required for conversion from WGS84 Datum to Local datum shall be computed by the Bidder using appropriate geoidal model. The geoidal model used and all the relevant details that specify its effectiveness shall be provided to the Company. The digital elevation model of the benchmarks /reference points established should be constructed and provided to the company.

5.1.4 In total about **60 nos.** of reference points are required to be fixed covering the survey block and the surrounding areas. The details are hereunder,

Block	2D/3D Seismic survey	No. of reference points
Dima Hasao	2D	40
	3D	20

The Bidder shall fix additional benchmarks / reference points, if required. The exact number of points over and above the minimum and their locations will be decided by the Company.

5.1.5 For all the reference points described from 5.1.1 to 5.1.4 above, pillars with proper engravings are need to be fixed in such a way that they serve as permanent bench marks with proper engravings. The permanent bench marks shall consist of concrete pillar and M.S rod, 10 centimeters in diameter with the name of the reference point (e.g. **WM-OIL-100**) clearly welded at the top in character 7.5 centimeters high. The pillars should be firmly fixed (set in concrete mixed with a minimum of one half sack of cement per benchmark) to a depth of  $3^{1/2}$  feet in to the ground with concrete cement. The pillar should be of sufficient

length in order that it remains secure and visible for an indeterminable period and has 1.5 meters above the water or ground-level. The permanent benchmark shall be painted in red with its number outlined in white paint. The permanent bench mark shall have 30 centimeters cross bars at the bottom to avoid being pulled out. The Bidder is responsible for the manufacture and construction of these permanent bench marks and for ensuring that duplicate and/or missing permanent bench mark number do not occur.

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

## 5.2 Seismic Survey:

- 5.2.1 **Data Acquisition Strategy:** Bidder shall deploy minimum one (1) set of seismic crew to accomplish the above mentioned jobs. The area demarcated as **Dima Hasao** is shown as **Fig.1**. The time line for completion of the survey is fourteen operating months spread over two field seasons. In a field season, 100-110 nos. of working days are normally available in this area. Bidder shall deploy adequate nos. of drilling rigs of advanced technology in the field to maintain the desired daily average production towards timely completion of the survey. The survey acquisition geometry & survey design for the block **Dima Hasao** is given in **Table-3 and Table-4**.

**Table-3** (2D Acquisition Geometry & parameters for **Dima Hasao Block**)

Sl. No.	Parameters	Values
1	Spread	Symmetric Split Spread
2	Receiver Interval (RI)	20m
3	Shot Interval(SI)	60m
4	Shot-hole depth (single hole)	18-20m
5	Nos. of channels per shot (i.e. in live spread)	360 (Each shot in the line must acquire full spread)
6	Near Offset	20m
7	Far Offset	3600m
8	Total expected no. of Shots in the block	2500 (Approx.)

9	Data Sampling Interval	2 ms
10	Record Length	6 sec

**Table-4** (3D Acquisition Geometry & parameters for **Dima Hasao Block**)

Sl. No.	Parameters	Values
1	Group Interval	25 m
2	SP Interval	50 m
3	Nos. of receiver lines in the swath	10
4	Receiver Line Interval	300 m
5	Shot line Interval	350 m
6	Shot density (nos. of shots per SQKM)	57.14
7	Max. In-line Offset	3850 m
8	No. of live channels per shot	3080 (Approx.) (10*154) (Each shot in acquisition template/swath/salvo must acquire full spread)
9	Geometry	Orthogonal (with symmetrical split spread)
10	Total expected no. of Shots in the block	8400(Approx.)
11	Data Sampling Interval	2 ms
12	Record Length	6 sec
13	Swath Over lap	50%

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

- a) Adequate energy to image target horizons.



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

#### 5.3.1 **EXPLOSIVES AND DETONATORS:**

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

Area	Explosive(Kgs)	Detonator(Nos.)
Dima Hasao (2D)	17500	8500
Dima Hasao (3D)	52000	20000

- (g) **Charge size will be fixed after experimental shooting for survey area.** Charge size will be minimum 2.5 kg per hole however for quality data acquisition

the charge size may be more and it shall be decided on basis of experimental work.

- (h) In the case of additional usage (More than above mentioned quantities as per clause 5.3.1. f) of explosive and detonators due to operational requirement and certified by on-site Company representative, the same will be as per unit rate quoted by the bidder in the price schedule and the payment will be made as per actual based on supporting documentation provided with monthly invoice.
- (i) The payment against consumption of explosives and detonators will be done as per actual monthly consumptions. The Bidder has to enclose the Explosive/Detonator return statement (as per PESO guidelines) along with monthly invoice.
- (j) Contractor shall make necessary security arrangements to guard the loaded shot holes till they are blasted.

#### **5.4 SHOT HOLE DRILLING:**

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

<b>Hole pattern</b>	<b>Depth</b>
Single (1) hole	18-20m depth
Three (3) holes	8-9 m depth of each hole

- (b) **Source Positioning:**
  - (i) Source positions shall be as close to staked locations as possible.
  - (ii) Deviations of more than 1m along the line or half the group interval perpendicular to the line will be noted in the logs and actual coordinates should be included in SPS file.
  - (iii) Each source position will be placed so as to minimize damage to the surface, subsurface aquifers, and to any structures or buildings.
- (c) The Contractor is advised for a thorough reconnaissance of the survey block to get fully acquainted with details of surface topographic features, local geology/subsurface formations, accessibility/approach/slope & in inaccessible areas.
- (d) Contractor shall take all appropriate measures to ensure the stability of shot holes till they are loaded to the required optimum depth, at no extra cost to Company.

- (e) Blasted shot holes and pits shall be filled with earth immediately after firing of shots.
- (f) The depth to which the bottom of explosive is lowered will be considered as depth of shot hole. Measurement of depth by drilling rods/tamping rods or by any other means shall not be considered final unless the explosive is lowered to the depth asked for. The depth measurement is to be made by the authorized person of the Contractor in the presence of the authorized representative of Company, and only the depth measured and verified by Company's representatives will be considered final.
- (g) After lowering the charge up to the bottom of shot hole, proper tamping of charge should be done for better transmission of shot energy to the earth medium and to minimize the sound pollution in and around eco-sensitive zone.

## **5.5 RECEIVERS:**

- (a) Contractor shall deploy **geophones** (Land/Marshy geophones) only keeping with the logistics of the area.
- (b) Contractor shall use **geophones** which must be of industry standard. Contractor shall use LOW DISTORTION and HIGH PERFORMANCE geophones with natural frequency of up to 10 Hz (viz. SM24/SG-10 or equivalent) or better.
- (c) The **geophones** must be fully compatible with seismic data acquisition system **(with real time QC Monitoring recorded data)** along with necessary interface/ground station units. No. of geophones per station must be 12 (twelve) having industry standard spike length. The configuration of Analog Geophones strings must be: 6x2 [(6 in Series and two (2) such series in parallel)] for 10Hz geophones meeting the specified effective impedance, sensitivity and damping of the string.
- (d) In regard to receiver type, sensitivity & array, Contractor must maintain followings to the satisfaction of Company.

All the receivers must be compatible to minimum 24-bit recording for high bandwidth signal, which is necessary to resolve the thin reservoirs.

- (i) Proper receiver coupling (tightly planted).
- (ii) Noise analysis for recording data with high S/N ratio up to the satisfaction of the Company.
- (iii) **Polarity:** SEG Normal Polarity.
- (iv) **Tests: Geophones** tests shall be conducted daily for polarity, phase, damping, natural frequency and sensitivity, leakage etc., and the report shall be submitted. Electrical continuity and tap tests shall be conducted monthly or as desired by Company. Faulty geophones and geophones with characteristics outside manufacturer's specifications shall be replaced immediately.

(v) **Array Locations: Geophones** positions shall be as close to the staked locations as possible. In case of any Deviations of more than 1m along the line or 5m perpendicular to the line will be noted in the logs and actual coordinates should be included in SPS file.

(vi) **Geophone Plantation:**

- Each **geophone** shall be planted firmly in to achieve good coupling with the earth and proper vertical positioning. Artificially filled earth / vegetation etc. shall be avoided as far as possible.
- **Geophones** shall be planted at proper position (as close to the staked position as feasible). Plantation near trees, power lines, houses etc. shall be such that the ambient and cultural noise is at minimum level.

## **5.6 RECORDING EQUIPMENTS:**

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

## **5.7 UPHOLE/LVL SURVEY AND STATICS INFORMATION:**

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

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

## **5.8 QC PROCESSING SYSTEM:**

- 5.8.1 Contractor shall provide industry standard seismic data quality control system to monitor seismic coverage, overall seismic and positioning data quality. The system should have capability to generate the maps of the acquisition attributes viz. foldage and offset distribution etc.
- 5.8.2 Contractor shall be required to undertake QC processing of the acquired 2D & 3D data for quality check. Contractor shall ensure that sufficient processing facilities, including hardware, industry standard seismic data processing software and experienced personnel are available to perform these tasks.
- 5.8.3 **Contractor shall provide facility for playing back the recorded data, to facilitate offline QC of seismic and survey data.**

## **6.0 EQUIPMENT & PERSONNEL:**

- 6.1 Contractor shall deploy for latest state-of-the-art equipment, with compatible accessories to carry out the work under this contract. Contractor must mobilize the same equipment as quoted against the Tender. They will not be subsequently permitted to change the make & model of equipment whatever

they offer in their Bid. **However the higher model or version of the same make may be considered in case of break-down.**

- 6.2 Contractor shall arrange to mobilize all materials available indigenously not limited to items such as generators, bunkhouses, tents, office equipment etc. in addition to deploy sufficient number of drilling crews in order to maintain optimum progress to achieve project target within stipulated time.
- 6.3 Contractor shall carry, use and provide all required consumables e.g. cartridges, survey materials (pegs, paints), flexible wire, adhesive tapes, loading poles, recording paper & logs and chemicals, shot hole casings (if required), line communication systems, batteries etc. in brand new condition for completing the entire survey including the additional quantum of job, if any, under this contract.
- 6.4 Contractor shall engage and deploy well experienced & qualified personnel for carrying out various operations related to work under this contract. Personnel holding key posts or involved in decision making processes must have experience as per **ANNEXURE-I** in carrying out similar jobs.
- 6.5 Contractor must submit detail bio-data of all key personnel to be deployed by them for the entire period of the project along with the bid. Should Company find any of these personnel unsatisfactory/undesired during the job execution, Contractor must arrange for immediate suitable replacement of such personnel without interruption to operation. Should there be any change of personnel on request from Company for whatsoever reason; Contractor must obtain approval from Company before deploying the suitable replacement.
- 6.6 Contractor shall undertake to deploy all the unskilled labors required for this job from in and around the area of operation.
- 6.7 The equipment/key personnel to be engaged by the Contractor should be capable of maintaining optimum recording/shooting progress.
- 6.8 The Bidder shall supply all personnel, experts, labourers, equipment and facilities necessary for the successful completion of the work and fulfilment of the given production guarantee. However, minimum requirement of personnel and equipment are listed vide **Annexure-I & Annexure-II**.
- 6.9 The QC processing work needs to be supervised by experienced processing geophysicists. He/ she should have in-depth knowledge in land 2D and 3D data processing and should have at least 5 yrs experience in land 2D and 3D seismic data processing.
- 7.0 Communication Equipment & Licenses:** Contractor shall be fully equipped for requisite numbers of communication device for field operation as well as communication with base camp. All the communication device sets deployed in field operation must have valid licensed frequency band for usage arranged by Contractor with administrative help of Company to obtain necessary approvals.

## 8.0 **METHOD OF WORK:**

8.1 As the situations demand in the survey area, the tendered 2D and 3D survey operation should have the barest minimum impact on the sensitive environment and the localities. Therefore, the **Bidder shall deploy the state-of-art data acquisition system with real time recording capability** to cover inaccessible areas and to afford high maneuverability in deployment of the acquisition spread in the survey block. The deployed seismic data acquisition equipment shall be with delta-sigma technology **(as given in Annexure-II)**.

8.2 The Bidder shall use the data acquisition parameters as stipulated in **Table-3 and Table-4 in the Block**.

8.3 **SHOT HOLE PATTERN:** Company would prefer a single hole of 18-20m (loading depth) than a pattern holes. Pattern holes will be allowed only if single hole of 18-20m is not possible due to subsurface conditions and the company representative is convinced. However, the same will be decided by company representative. For the pattern holes, depth each hole shall be same.

Hole pattern	Depth
Single (1) hole	18-20m depth
Three (3) holes	8-9m depth of each hole

8.4 Bidder must visit the area of operation prior to bidding for being fully aware and to understand the topography, job involvement and logistics including but not limited to environmental issues.

8.5 The Bidder shall carry out line survey using latest equipment such as DGPS, total stations with an accuracy of 25cm or less from planned positions. The survey tolerance has to be checked (based on line diagram and digital data provided by the Bidder), agreed upon and approved by Company prior to commencement of shooting of each LINE. Any resurvey work, if required, will be carried out at Bidder's own cost.

8.6 **LVL / UPHOLE:** The Bidder shall carry out shallow refraction or LVL and Uphole surveys in acquisition area along the planned 2D lines. The LVL survey should be done at a rate of one in every **2000m** and the Up-hole surveys are to be done at a rate of one in **2000m** along the planned 2D lines. In case of 3D, grid for both LVL/Uphole will be **2000 X 2000 m<sup>2</sup>**. The Up-hole survey should be carried out up to a depth of about **40 meters**. The LVL/ Uphole recording equipment should be capable of recording a minimum of 24 channels with sampling interval **0.25ms** or less. In areas where the surface logistic does not allow shooting LVL/ Uphole profile at the specified location, the Bidder will attempt to recover the same from a closest possible location.

- 8.7 The Bidder shall carry out interpretation of LVL and Uphole data and subsequent computation of statics. The tomography-based technique should also be used for the interpretation of LVL and Uphole data.
- 8.8 **Data QC through Field Data Processing System:** The acquired data volume shall have more or less uniform fold and to maintain regular offsets/azimuths in the CMPs/ CDPs of all the 2D/3D data in the survey block to achieve the geological/geophysical objective of the survey. Recovery shots shall be taken for maintaining regularity in offsets and to compensate short-fall of fold.
- 8.8.1 For **QC** purpose, every day, the acquired data shall be added to the main data volume for its updation and for processing in order to know the short-fall of fold and missing offsets in subsurface coverage points (CMPs/ CDPs). A soft copy of the full length of brute stack sections (industry standard scale) shall be generated for display of selected CMP lines with QC processing flows like RMS amplitude displays, bad trace detection, computation of statics solution, position data and statics solution merged as specified by the Company's representative. Company's representative shall have access to the QC processing system for any QC checks or verification.
- 8.8.2 The Bidder shall deploy Field QC Processing system with advanced processing software. Bidder shall show the processed CDP/ CMP gathers of updated data volume to OIL representatives to let them be apprised that, the missing offsets and short-fall of fold are compensated. The bidder shall also submit the velocity files for the generation of Brute Stack Sections.
- 8.8.3 Recovery shots shall be planned by the Bidder everyday analyzing the short-fall of folds and missing offsets.
- 8.8.4 **Data quality & acceptability of the raw shots:** Shot records should contain visible distinct primary reflections from the shallowest horizon to the deepest horizon.
- 8.8.5 Raw shots with more than **2% of dead** channels and consecutive four dead (except the surface logistical problem) traces would be rejected. Bidder needs to take fresh shot as replacements. Regarding quality of the data, details are given in para 15.0.

## **9.0 Experimental Work:**

Total duration of the experimental work is maximum 10 operational days (i.e. maximum 5 operational days for 2D seismic survey and maximum 5 operational days for 3D seismic survey in Dima Hasao Block). Experimental work is for analysis and minimization of noises, optimization of charge size etc. towards acquisition of quality data. Bidder shall submit data along with detailed report on the completion of entire experimental work. The Company will give its views within 24 hours of the receipt of the report on experimental shooting. The seismic production shooting (i.e. both 2D & 3D data acquisition) will not start unless the Company is satisfied with the results of experimental work.



## **10.0 Data / Cartridge Liability**

- 10.1 The bidder shall provide all the data as per the format & media as mentioned in **APPENDIX-II**. Additionally the seismic data recorded in the operational area should compulsorily be copied /recorded offline on a continual basis at the Base camp using a standard copying software (data integrity must be maintained during copying) on one number of Network Attached Storage (NAS) Devices or equivalent with RAID 1 configuration.
- 10.2 Bidder shall be solely responsible for quality, loss or damage due to any reason including fire, theft, etc. of any documents / cartridge / soft copies and other important documents / CDs/DVD etc. pertaining to the tender while in their custody or control. In the event of such loss, the Bidder shall be responsible to address / re-shoot the loss entirely at his own cost. However, the decision on the modalities to address /re-shoot against such losses shall be entirely at the discretion of Company. The Bidder shall use original, high quality, high durability; error free data cartridges with zero write-skip error, zero read error and zero write error. Each and every cartridge is to be 100% tested to ensure error free performance at specified high recording density. It should be ensured that the integrity of the data copied / recorded offline on the NAS storage devices is preserved and checked for the entire volume of data.

## **11.0 Deliverables and Schedule of Performance:**

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

- 11.4 Regarding progress of the field work, Contractor shall compile all data/information on daily, weekly & monthly basis and submit the under noted reports to Company through e-mail for the entire project on or before 7 A.M. of the following day.

**i) Daily report consisting of:**

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

**ii) Weekly cumulative report consisting of:**

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

**iii) Monthly cumulative report consisting of:**

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

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

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

Basin Manager - Frontier Basin  
 Oil India Limited, Duliajan-786602  
 Dist: Dibrugarh, Assam  
 E-mail: indrajitbarua@oilindia.in

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

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

- Review of the geophysical objectives and success of the project in meeting the objectives
- Field experiment procedure and results
- Recording parameters
- QC during data Acquisition
- Sample field record, up-hole plots, refraction profiles
- Base Map, Coverage map, LVL & Up-hole location map, Reference Pillar map (A4 size)
- Quality Control including stacks generated-in A4 size
- Survey production statistics
- Report on Crew change
- Report on correspondence with district authorities
- Summary of data transmitted to Company

- Number of Benchmarks established with co-ordinates and sketches with local cultural information
- Summary of Health, Safety & Environment and Security issues, status, statistics and remedial actions required.
- List of visitors
- Mobilization and Demobilization schedule and performance
- Consumption of the consumables
- Import/Export of the material/consumables
- Conclusions and Recommendations

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

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

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

- Review of the geophysical objectives and success of the project in meeting the objectives
- Field experiment procedure and results
- Recording parameters
- Equipment used in seismic data Acquisition
- Pre-Acquisition Planning
- QC in Field during data Acquisition
- Post-Acquisition QC
- Statistics Calculation Methodology
- Statistics of all the Up-hole and LVL Profiles, Data of all the LVL and Up-holes
- Plots of all LVL and Up-holes interpretation (A4 size)

- Field QC Processing
- Processing Flow
- Plots for the QC Check and Parameter selection of QC Processing
- Quality Control including stacks generated-in A4 size for every line
- Statistics viz. Offset Distribution.
- Details of the delivery of the seismic & survey data (Tape List, CD list etc.)
- Base Map, Coverage Map, LVL Location Map, Up-hole Location Map (A4 size)
- Base Map, Coverage Map, Foldage Maps Offset Distribution Map LVL & Up-hole Location Map (1:50,000 Scale)
- Conclusions and Recommendations

## **12.0 Quality of Work:**

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

## **13.0 Bad Records:**

- 13.1 The field records will be as per SEG standard Polarity with the following will be considered as bad records:
- Record with dead traces more than **two percent** of total number of traces in each record.
  - Inconsistent Polarity
  - Records containing more than **four consecutive noisy/** dead trace will be considered as bad records.

- Record with sync error.
  - Record with parity error(s).
  - Record with appreciable cross-feed, leakage and spread noise.
- 13.2 If the signal- to-noise ratio is not acceptable due to poor loading depth or otherwise which is under control of the Bidder, the same shall be re-shot by the Bidders.
- 13.3 Records defined in para 15.1 to 15.2 herein above shall be considered as bad records and the Bidder shall re-shoot such bad records. Re-shooting cost would be entirely to the Bidder's account.

**14.0 PROTECTION OF ENVIORNMENT:**

- 14.1 In performance of the Tender during the seismic survey operation, the Bidder shall carry out the services with due regard to concerns with respect to protection of the environment and conservation of natural resources, flora & fauna and shall in particular comply with the requirements of applicable laws, rules & regulations promulgated by the Government from time to time.
- 14.2 The Bidder shall;
- a) Employ modern oilfield and petroleum industry practices and standards including advanced techniques, practices and methods of operation for the prevention of Environment Damage in conducting its Operations;
  - b) Take necessary and adequate steps to:
    - i) Prevent Environmental Damage and, where some adverse impact on the Environment is unavoidable; to minimize such damage and the consequential affects thereof on property and people;
    - ii) Ensure adequate compensation for injury to persons or damage to property caused by the effect of Petroleum Operations; and
- 14.3 If the Bidder fails to comply with the provisions hereof or materially contravenes any relevant law; and such failure or contravention results in substantial environmental damage, the Bidder shall forthwith take all necessary and reasonable measures to remedy the failure and the effects thereof.
- 14.4 Contractor shall plant at least two tall plants per shot hole before leaving the site in a particular day for profile / swath or segment thereof in a forest cover area as per the guidelines of MoEF&CC in consultation with local DFO under intimation to OIL. In case, it is not possible for Contractor to do the same then Contractor shall deposit cost of two tall plants along with 10 years maintenance cost per shot hole with concern DFO / State Government and obtain a receipt thereof for submission to OIL.

**15.0 Bidder/Contractor's Obligation:**

- 15.1 **SECURITY:** Proper Security in the camps / explosive magazine sites, transportation in field / loading and all related field / spread operation shall be arranged by the Bidder at its own cost and risk.
- 15.1.1 Accommodation, transportation to field site/camps and other necessary camp amenities, wages/salaries etc. for the security personnel deployed by Bidder for its camps/explosives magazine sites etc. shall be the responsibility of the Bidder at its own cost.
- 15.1.2 It shall be the sole and exclusive responsibility of the Bidder for the implementation and execution of the tender and that the Bidder shall also be liable for the work carried out by any of its assignee(s)/agent(s)/Bidder(s)/sub-Bidder(s), provided it is permissible under the contract. The appointment of an agent or sub-Bidder shall not in any way dilute the obligation/responsibility of the Bidder towards Oil India Ltd. in any manner.
- 15.2 **EXPLOSIVES AND DETONATORS:** Contractor shall arrange to procure, store and transport requisite quantity of explosives and detonators at its risk, cost and responsibility. Contractor shall use Explosive and Detonators as per the specifications mentioned in **APPENDIX-III**. The Bidder has its responsibility to arrange at its own cost the necessary permit / license to store/transport and use explosives and detonators. Bidder shall arrange at its own cost explosive & detonator transport facility (explosive carrying vehicle approved by Explosive Controller, Govt. of India) as per country's industry law and practices. Bidder shall be responsible for handling, loading and blasting of shots in shot holes by engaging authorized licensed personnel and for maintaining records of consumption and stock of explosives and detonators.
- 15.3 Bidder at their own cost shall arrange the clearance of all equipment, spare parts, consumable, etc. from customs and port authorities in India. Company will provide all reasonable assistance but the responsibility for clearance will rest with the Bidder. Any demurrage in this process will be at Bidder's cost. Bidder shall arrange for inland transportation of all equipment, etc. from the port to the place of work and back at the end of the work at their own expenses. Arrangement for waybill, Entry Tax / VAT etc. if applicable, for bringing Bidder's equipment / material to Work place shall be Bidder's responsibility.
- 15.4 Bidder shall arrange at their own cost all consumables & spares including papers, photographic materials, magnetic tapes/ cartridges, loading poles, cap wires and all other consumables and spares needed for the work and shall carry sufficient stocks of these for uninterrupted operation.
- 15.5 Bidder shall use cartridge tapes tested for zero error. Bidder shall maintain proper accounts of the consumption of explosives and detonators and shall submit daily, weekly and monthly consumption/ stock statements to the

Company. All the field tapes / cartridges of experimental data (both hard & soft copies) will be provided to Company at no extra cost.

- 15.6 Bidder shall arrange both lodging and boarding facilities along with internet and telephone connection for three Company Geophysicists/Representatives at no extra cost at campsite during data acquisition phase. The camp facilities to the Company's representatives shall be at par with their senior most staff.
- 15.7 Bidder shall arrange three air conditioned vehicles with all safety features exclusively for use of Company representatives with driver, fuel, maintenance, repairs, etc. at their own cost during the contractual period.
- 15.8 During data acquisition, Bidder shall ensure minimum 8 working hours work on each working day excluding travel time. Two days in a calendar month are allowed for maintenance of equipment, if desired, by the Bidder, but no payment will be due for the same and this cannot be carried forward to next months.
- 15.9 Bidder shall keep all their equipment and accessories used in seismic data acquisition in good working order and shall begin the survey with adequate supply of spares for the equipment.
- 15.10 The Bidder shall arrange drinking water (mineral water) for daily use and its transportation to camp/site at their cost for OIL's representatives.
- 15.11 In case the Bidder imports the equipment etc. on re-export basis, the Bidder shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the tender period) and complete all documentation required. Company will issue necessary certificates etc. as required.
- 15.12 Any other works required for efficient and successful execution of work shall be carried out by the Bidder except those enumerated under the obligations of the Company defined below.
- 15.13 Bidder should provide the list of items to be imported in the specified format. **Basic Customs duty may not be applicable in this instant as the Block are OALP block.** However, the Bidder has to provide the CIF value of the items as specified (the hardware and software should be shown separately) to the Company. Customs duty on any items in addition to above will have to be borne by the Bidder. However, the Bidder will submit the undisputed and clear necessary documents/duty assessment papers to Company for any such additional items imported under this tender.
- 15.14 The Bidder should arrange for re-export of equipment within 60 days of notice of demobilization issued by the Company/ completion of Work.
- 15.15 The Bidder should use latest versions of all software packages during the period of the tender. All the necessary Radio licenses for shooting, communication etc. will be obtained by the Bidder. However, the company will provide all reasonable administrative helps/letters.



- 15.16 The Bidder shall furnish the list with Bio-data of key personnel proposed to be deployed prior to the commencement of Work. The bio-data shall include the name, nationality, qualification, experience, valid e-mail and passport details of the person.
- 15.17 The Bidder's expatriate and technical personnel must have thorough knowledge of writing & speaking English language.
- 15.18 The Bidder's personnel must be sound enough to provide the above services in international standard, failing which Company reserves the right to ask for removal of any Bidder's personnel (except Key Personnel) within 24 hours notice and incase of Key Personnel within 4(four) days issue of notice.
- 15.19 Any other work required for the efficient and successful execution of work shall be carried out by the Bidder except those enumerated under the obligation of the Company defined in para 17. Bidder will also provide Company accurate position of existing oil and gas wells in the block.
- 15.20 Bidder/Contractor shall pay compensation against all claims but not limited to for the loss or damage to standing crops (if any), life/land/property etc. resulting from operations under this Tender/Contract. Payment of claims for such loss/damage resulting from negligent operations by Bidder/Contractor's personnel, if any, will also be on Bidder/Contractor's account. Any production/time losses on account of compensation related issues will be the sole responsibility of the Bidder/Contractor. After completion of data acquisition, Bidder/Contractor must furnish an undertaking to Company that they have already paid all claims related to standing crop/land/property damages/injury or death to life etc. to the claimants/owners appropriately and no compensation/due is pending for settlement. Bidder/Contractor will also furnish undertaking to address any compliant/grievance received by Company within one year of completion of the survey. Bidder/Contractor must comply with all local, state and central government guidelines for the payment of the compensation, if any.
- 15.21 Necessary permissions/clearances from the Govt. authorities for carrying out seismic surveys within the block will be obtained by the company.
- 15.22 The main recording equipment should be housed in a properly insulated, air-conditioned cabin, mounted on an eco-friendly truck. The truck should be capable of moving in difficult terrains.
- 15.23 Security of fly camps, Bidder/Contractor's equipment etc. will be the responsibility of the Bidder/Contractor. Bidder/Contractor will provide accommodation, transportation, uniform with safety gadgets and other facilities to security personnel for providing security of the base camp and explosives during field operations.

- 15.24 The explosives vans and explosive jeeps of the Bidder/Contractor should be as per the industry standard and certified by the competent explosive authorities concerning the area of operation. The Bidder/Contractor should have personnel with proper shot firer license certified by the Chief Controller of Explosives, India, for all aspects of seismic survey operations dealing with explosives.

**16.0 Company's Obligation:**

- 16.1 Company shall be responsible for Lease (OALP) area for carrying out survey. Administrative help will be provided by Company for radio frequency clearance and permits for the expatriates required for the operations. However, the Bidder shall make available the required details of the expatriates for their permits, well in time.
- 16.2 The Bidder/Contractor has its responsibility to arrange at its own cost the necessary procure/ permit / license to transport, storage and use explosives and detonators.
- 16.3 Bidder/Contractor shall, however, arrange clearance of all items from customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/ charges, port fees, clearing and forwarding agent fees/ charges, inland transport charges, etc. Company shall provide all reasonable assistance by issuance of necessary letter of authority or other relevant documents and necessary help.
- 16.4 The Company shall provide, if required, all relevant documents for clearance from Govt. of India or states or their departments or undertakings and will extend all assistance and necessary help to the Bidder/Contractor. The Bidder / Contractor will give Company Seven (7) days advance notice and provide clear Fifteen (15) working days with all the related documents and invoices for providing recommendatory letter for Essentiality certificate (EC) from the Directorate General of Hydrocarbons , Noida, (U.P.), provided all the documents submitted by the Bidder/Contractor are in order. It shall be however, Contractor's responsibility to obtain Essentiality Certificate from DGH and clear the goods through customs. Any financial consequence due to delay in obtaining the clearances will be to contractor's account. Any delay arising out of late submission of document or incorrect documents or documents not in order by the Contractor for the EC, the company shall not be responsible for such delay and all delay shall be attributed to the Contractor's account.
- 16.5 Company shall organize all possible help from local Government/ Administration to Bidder/Contractor's personnel and equipment in case of natural disaster, civil disturbances and epidemics.

**END OF SECTION-II**

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

**The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.**

**1.0 DEFINITIONS:**

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

- (a) **"The Work"** means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (b) **"Contractor's Personnel"** means the personnel to be provided by the Contractor to provide services as per the contract.
- (c) **"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.
- (d) **"Operating Months"** for seismic survey in this part of India generally means the period from November to May as monsoon break prevails from June to October.
- (e) The Field seasons shall imply and be defined as the number of Operating months from November to May as monsoon break prevails generally from June to October in this part (Assam) of India.

**2.0 Mobilization:**

- 2.1 The bidder has to categorically specify the equipment and accessories to carryout 2D seismic data acquisition and the equipment and accessories required to carryout 3D seismic Data acquisition as per **Checklist-1A & Checklist 1B respectively.**
- 2.2 **The bidder must** mobilize all the equipment and accessories as per Check List-1A (2D Seismic Data Acquisition) and complete the mobilization **within 90 days of issue of LoA** and complete the 2D seismic data acquisition as specified in the tender document. The mobilization shall be deemed to be complete for 2D seismic data acquisition only when all the equipment, accessories and resources are mobilized and the experimental work is conducted for 2D seismic data acquisition and first regular production record is taken and accepted by the company representative.
- 2.3 **The bidder must ensure mobilization** of the **additional** equipment and accessories as per Check List-1B (3D Seismic Data Acquisition) and complete **mobilization and 3D seismic data acquisition within the contract duration as specified in the tender document. The payment for 3D mobilization shall only be paid** when all the equipment, accessories and resources are

mobilized and the experimental work is conducted for 3D seismic data acquisition and first regular production record is taken and accepted by the company representative.

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

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

### **3.0 Commencement of Operation:**

- 3.1 The Bidder must complete mobilization and commence work within **90** days from the date of issue of LOA by Company. Company prefers that Bidder will mobilize all the survey equipment within **60** days from the date of issue of LOA, so that initial survey work can be taken at an early date, immediate to LOA. This will help the Bidder to commence shooting operation immediately after the entire mobilization is completed in **90** days. The period for the completion of the Mobilization job will be counted from the date of issue of LOA.
- 3.2 The bidder shall carryout experimental work before commencing actual 2D & 3D data acquisition operations.

### **4.0 Duration of Contract**

- 4.1 The Contract period for acquisition of 150 LKM of 2D Seismic survey and 150 SQKM 3D Seismic survey in Dima Hasao block (AA-ONHP-2018/3) falling in the state of Assam shall be 24 months from effective date of Contract as stipulated in GCC; out of these 24 months, 14 months duration shall be for operation and shall be reckoned from the scheduled date of commencement of the operation. The contractor shall submit all the deliverables within the time frame as stipulated in the terms and conditions of the Contract. The areas wherein the work is planned have monsoon period generally from June to October. The acquisition work, if any, will be required to be suspended during monsoon breaks. During the monsoon break, the Contractor will have to keep their equipment and a minimum manpower (to be decided by the Bidder) in the camp for safe keeping of their equipment and tools etc. During the monsoon break, Contractor shall be responsible for safe keeping of all their resources/equipment. **Standby charges or any other separate charges whatsoever shall not be payable by the Company to the Contractor during monsoon break against the contract.**
- 4.2 Contractor shall mobilize seismic acquisition crew along with requisite equipment & accessories towards successful completion of the entire survey work within **Fourteen (14) operating months** from scheduled date of commencement. Company will finalize the initial scheme of proposed survey work in consultation with Contractor to enable them in planning the field operations suitably. The map indicating survey block/lines will be provided by

Company to Contractor. The Contractor will arrange for the preparation of pre-plots of the survey lines & conversion of co-ordinates from one datum to another, if required with Company's consent. The SPS files/SP coordinates may be provided to Contractor, if required.

- 4.3 The schedule of field operations will be finalized between Company's representatives and Contractor's Party Manager prior to or on the arrival of equipment & crew at the area of operation. Company's representatives and Contractor's Party Manager shall jointly have the option of rescheduling the sequence of shooting during the course of work. Once the schedule of operations is finalized as above, neither Company (except as provided in the contract) nor Contractor shall modify or cancel any part or whole of the program without mutual agreement.
- 4.4 Seismic data acquisition work **shall remain suspended during the monsoon period, which prevails generally from June to October in the working area. However, Company has right to beginning and ending of monsoon break (s) in each year depending on the situation in the working area and shall be duly notified to the Contractor by Company representative.**
- 4.5 The period of contract referred to in para 4.1 above are inclusive of Monsoon period, national holidays, bad weather days, camp shift days and production loss due to equipment failure or any other reasons under Contractor's control.
- 4.6 If the bidder is unable to complete the schedule work within the stipulated time period, bidder may be allowed to work to complete the remaining job in an additional period, not exceeding three (3) operating months, however, the payment of such volume of job will be made at the rate of **90%** of the actual quoted per LKM rate and SQKM rate for both 2D and 3D surveys respectively.
- 4.7 In case, the Bidder fails to complete the tendered volume of work in 24 (twenty four) months from the effective date of the contract (issue of LOA) for the Block (i.e. Dima Hasao), no payment towards the stand-by charges & Force Majeure will be made during this extended period.

## **5.0 De-Mobilization:**

- 5.1 Demobilization shall be completed by Contractor within Sixty (60) days of completion of the Project and/or expiry/termination of the contract, as the case may be. Contractor must remove all their resources from site and all originals, copies of maps, documents & acquisition deliverables including other data supplied to them or generated by them in connection with the work performed must be handed-over to Company with due earnest as these are the absolute property of Company.
- 5.2 All equipment, accessories & consumables etc. if brought into India on re-exportable basis any, shall be re-exported by the Contractor upon demobilization from site, except the consumables & spares actually consumed during the performance of the contract.

- 5.3 Contractor shall upon completion of work return to Company all originals, copies of maps, documents and acquisition deliverables as per schedule and all other data supplied to them or generated by them in connection with the work as these are the absolute property of Company.
- 5.4 The Contractor shall arrange for and execute demobilization of the Tools/Equipment/ Spare/Accessories/Manpower etc. upon approval/notice of demobilization from Company. Demobilization shall mean completion/termination of the contract and shall include equipment/tools/accessories, including the manpower and re-export of the equipment/tools/accessories (if re-exportable), unutilized spares and consumables at the cost of the contractor.
- 5.5 Immediately after re-exporting the equipment/tools/accessories and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting the equipment/tools/accessories and the unused spares and consumables. In case of failure to re-export any of the items as above within the allotted mobilisation time period except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by customs on such default in re-export from Contractor's final settlement of bills and Performance Security.
- 5.6 In the event all/part of the equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India, then Contractor shall be fully liable for payment of the Customs Duty.
- 5.7 Contractor must furnish an undertaking that "the equipment imported and also spares & accessories which remained unutilized after the expiry of the contract would be re-exported at their own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". In case of non-observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.
- 5.8 In the event all/part of the equipment etc. are transferred by Contractor after expiry/termination of the contract within the country to another operator for providing services, and/or sold to a third party, Contractor shall obtain all necessary Govt. of India clearances including the Customs formalities for transferring to another operator and/or sale of the shot hole drilling rig package, its accessories, equipment and the unused spares and consumables to a third party. Company will not be responsible for any non-compliance of these formalities.
- 5.9 Payment of Customs Duty and penalties (if any) imposed by Govt. of India or Customs authorities for transferring the items in part or in full to an area where Nil Customs Duty is not applicable or sale of the items shall be borne by the Contractor and Contractor indemnifies Company from all such liabilities.

## **6.0 Performance Security**

Upon awarding of the contract, the contractor shall furnish performance security for an amount of 10% of total contract value within 02 (two) weeks of receipt of LoA with a validity of 3 (three) months beyond contract period.

## **7.0 Submission of Invoice:**

7.1 The Contractor shall furnish the following documents along with first invoice under the contract:

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

7.2 The Contractor shall furnish the following documents along with all subsequent periodical/monthly invoices under the contract:

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

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

7.4 The Contractor shall raise monthly invoices for the following:

- a) Data acquired against 2D and 3D seismic survey which are completed in all aspects (i.e. including all necessary topographic survey data, observer report etc.) and that has been handed over to the Company at Duliajan during the month.
- b) Processed & Interpreted LVL Survey data submitted during the month.
- c) Processed & Interpreted Up-Hole Survey data submitted during the month.
- d) Reference points fixed using DGPS during the month and submitted along with the processed data & report.

- e) Cost of the Explosive & Detonators actually consumed during the month.
- 7.5 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company, excepting for the first two (2) monthly invoices where some delay (upto 45 days) may occur.
- 7.6 The Bidder shall raise invoice for payment of one time lump-sum Demobilization Charges, as applicable, upon clearance of all their resources from site and making the site free from all debris/encumbrances. The following documents must also be submitted along with the invoice for demobilization charges:
- Undertaking towards settlement of compensation for damage/loss to crop & property etc. in line with clause No.15.20 in Section-II, PART-3.
  - Tax clearance certificate from Income Tax Department regarding clearance of dues toward Bidder's tax liabilities, its sub-contractor tax liabilities and towards tax liabilities of its expatriate persons or the other employees.
  - Proof of completion of re-export formalities, if any, and any other documents as may be called for by Company in terms of Indian Laws.
- 7.7 RATE OF PAYMENT: Company shall make the payments to the Contractor as per the quoted rates as referred to in PROFORMA-B.
- 8.0 Agent Commission:** *[Contractor shall confirm in their offer that M/s. \_\_\_\_\_ are their authorized Indian Agents in India and are entitled to receive a remuneration of \_\_ % of total amount payable to Contractor by Operator against the Agreement] (Bidders to fill the above, if applicable)*
- 9.0 Insurance:** Sum Assured against Insurances stipulated under Clause No. 14.0 of General Conditions of Contract should not be less than the total value of the Contract.
- 10.0 Place of Arbitration:** The place for arbitration against this contract shall be Guwahati, Assam.
- 11.0 Association of company's Personnel**
- Company's engineer/geo-scientists will be associated with the work throughout the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed IP Survey Contractors to major international oil companies in the petroleum industry.
- 12.0 Liquidated Damages (LD):**
- 12.1 **LD for Default in timely commencement:** Time is the essence of the Contract. In the event of default on the part of successful Bidder in timely mobilizing its resources and field crew at site to commence the work within the stipulated period from the date of issue of LOA, the Bidder shall be liable to pay liquidated



damages (LD). In the event of the Contractor's default in timely mobilization as defined in Clause No. 2.0 above for commencement of seismic survey within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% (half percent) of the total value of the contract for delay per week or part thereof, subject to maximum of 7.5% (seven and half percent) of total contract value. Liquidated damages will be reckoned after 90 days from the date of notification of award of the Contract (LOA) issued by Company.

- 12.2 However, in any case the sum of total amount of Liquidated Damages, payable if any against this agreement under provision of Clause No. 12.1 above together, will not exceed 7.5 % of total evaluated agreement value. Liquidated Damages as set forth above is the genuine pre-estimate agreed by both the parties for the damages on account of delay in job execution and the said amount shall be payable without proof of actual loss or damage caused by such delay/breach. Company shall without prejudice to any other right or remedy available to it, recover the amount so calculated from Contractor as agreed liquidated damages and not by way of penalty.
- 12.3 **Penalty for Default in timely completion:** Bidder shall put all out effort to complete the entire work of **150 LKM of 2D** and **150 SQKM of 3D** seismic data acquisition in **14 (Fourteen) operating months** from the date of scheduled commencement of work excluding the monsoon break. If the bidder is unable to complete the schedule work i.e. **150 LKM of 2D** and **150 SQKM of 3D** data acquisition within the stipulated time period, the bidder may be allowed to work to complete the remaining job in additional period, not exceeding three (3) operating months, however, the payment of remaining volume of job will be made at the rate of **90%** of the actual quoted per LKM rate. No payment towards the stand-by charges and camp maintenance will be made during this extended period due to non-completion of tendered volume of work within the stipulated time period.
- 12.4 In case the time delay in mobilization is made up by completing the job execution early by the Contractor, no liquidated damages shall be deducted. Similarly, if the mobilization is completed before scheduled period of 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. Further, in case both Mobilization and job completion are delayed, Liquidated Damages 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 12.3 above.
- 12.5 In case bidder is unable to complete the schedule work as stipulated in the contract due to the reasons attributed to the bidder, company shall terminate the contract upon non-performance of the bidder. Company upon its own discretion can forfeit the PBG as compensation for the loss resulting from bidder's failure to fulfil their obligations under the Contract.
- 12.6 Liquidated Damages, if become payable as above, shall usually be recovered by Company from the final bill/invoice of Contractor under the contract and not from the running bill(s). However, if the amount in final bill is found to be not adequate, Company will recover the liquidated damages from the previous bill(s)/invoices.
- 12.7 The Company also reserves the right to cancel the Contract without any

compensation whatsoever in case of failure by the successful bidder to submit PBG or commence/complete the assigned jobs under the contract within the stipulated period and also take other actions as may be considered appropriate.

### **13.0 GOODS AND SERVICES TAX**

- 13.1 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.

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

- 13.2 “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.
- 13.3 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.
- 13.4 Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.
- 13.5 Where the OIL is entitled to avail the input tax credit of GST:
- 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 filed under GST laws & rules should be timely filed by supplier with requisite details.

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

- 13.6 Where the OIL is not entitled to avail/take the full input tax credit of GST:  
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.

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

- 13.7 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.
- 13.8 Contractor/Contractor 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/Contractor 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.
- 13.9 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/Contractor, OIL shall withhold the payment of GST.
- 13.10 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/Contractor but will be directly deposited to the government by OIL.
- 13.11 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.
- 13.12 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor/Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor/ Contractor, OIL shall be entitled to recover such amount from the Contractor /Contractor 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.

- 13.13 TDS under GST, if applicable, shall be deducted from contractor's/Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.
- 13.14 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.
- 13.15 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.
- 13.16 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.
- 13.17 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.
- 13.18 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.
- 13.19 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 13.20 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.
- 13.21 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.

- 13.22 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.
- 13.23 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.
- 13.24 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 13.25 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.
- 13.26 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.
- 13.27 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.
- 13.28 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.
- 13.29 Documentation requirement for GST

The Contractor 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.

#### 13.30 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.

- 13.31 In case the GST rating of Contractor 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 Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

## **14.0 CUSTOMS DUTY**

- 14.1 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.

- 14.2 Bidder should provide the list of items to be imported by them under the Contract in the format specified in Proforma-A along with their bid for issuance of Recommendatory Letter to DGH. Contractor shall made written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (with clear 15 working days' notice) requesting Company for issuance of the Recommendatory Letter. OIL shall issue the Recommendatory Letter provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH. Contractor shall indemnify OIL from all liabilities of Customs Duty.
- 14.3 All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.
- 14.4 However, in the event customs duty becomes leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in Proforma-A or the actuals whichever is less, provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor at Kolkata within 3 working days after Contractor submits the undisputed and clear necessary documents / duty assessment papers at Company's office at Kolkata. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited / restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilisation period. In case of clearance thereafter, on the CIF value of items in Proforma-A will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty.
- 14.4.1 Contractor shall, however, arrange clearance of such items from Customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/ charges, inland

transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.

- 14.5 Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those ML and PEL areas under the contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.

14.6 **DEMOBILISATION & RE-EXPORT:**

The Contractor shall arrange for and execute demobilization of the entire Machinery, Tools/Equipment/ Spare/Accessories/Manpower / chemicals etc. upon receipt of notice for demobilization from Company. Demobilisation shall mean completion / termination of the contract and shall include dismantling of the complete Machinery, its accessories/equipment / chemicals, including the manpower and re-export of the complete Equipment package (if re-exportable), its accessories/ equipment, unutilized spares and consumables at the cost of the contractor. Demobilization shall be completed by Contractor within 60 days of issue of demobilization notice by Company. Immediately after re-exporting the Equipment package, its accessories, equipment and the unused spares and consumables and chemicals, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting the complete Machinery package, its accessories, equipment and the unused spares and consumables. In case of failure to re-export any of the items as above within the allotted time period of 60 days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by Customs on such default in re-export from Contractor's final settlement of bills and Performance Security.

- 14.6.1 In the event all / part of the equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India including permission from DGH and Customs authorities, then Contractor shall be fully liable for payment of the Customs Duty.
- 14.6.2 Contractor must furnish an undertaking that "the equipment imported and also spares & accessories which remained unutilized after the expiry of the contract would be re-exported at their own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". In case of non-observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.



- 14.6.3 In the event all / part of the equipment etc. are transferred by Contractor after expiry/termination of the contract within the country to another operator for providing services, and/or sold to a third party, Contractor shall obtain all necessary Govt. of India clearances including permission from DGH and Customs authorities for transferring to another operator and/or sale of the Rig package, its accessories, equipment and the unused spares and consumables to a third party. Company will not be responsible for any non-compliance of these formalities by Contractor. Payment of Customs Duty and penalties(if any) imposed by Govt. of India or Customs authorities for transferring the items in part or in full to an area where Nil Customs Duty is not applicable or sale of the items shall be borne by the Contractor and Contractor indemnifies Company from all such liabilities.

## **15.0 SUBCONTRACTING/ASSIGNMENT:**

Pursuant to **clause No. 24.1 of GCC** and herein below, in case contractor hires a sub-contractor for petty support services, it would be the contractor's responsibility for seeking approval from the company prior to deployment.

The scope of petty support service shall be limited to supply of skilled/unskilled labourers to be engaged for execution of work under the contract.

## **16.0 HEALTH, SAFETY AND ENVIRONMENT:**

(Applicable for the crew in the operational area)

- 16.1 Contractor shall ensure all operations are undertaken under this contract is conducted in a safe and responsible manner. The HSE standards employed shall conform to those normally followed in the industry and shall comply with all IAGC and E&P Forum guidelines and Indian Explosives Act and Rules.
- 16.2 Contractor shall follow all safety norms as prevalent in the petroleum industry globally and also observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian laws such as Mines safety rules etc. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and safe handling of chemicals at all times.
- 16.3 Contractor shall provide the Personal Protective Equipment (PPE) as applicable to their personnel and ensure strict use.
- 16.4 Safety and security of Contractor's resources including equipment, materials & stores will be the sole responsibility of the Contractor. Company will not handle/operate any of Contractor's equipment and materials at site with or without permission, unless it is considered otherwise necessary to safeguard life/property.
- 16.5 **Bidder shall submit HSE policy along with its technical Bid.**

**17.0 NOTICES:**

17.1 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> |
| CGM (Contracts)                          | Basin Manager (Frontier Basin)         |
| OIL INDIA LIMITED                        | OIL INDIA LIMITED                      |
| PO DULIAJAN - 786602                     | PO Duliajan - 786602,                  |
| ASSAM, INDIA                             | Assam, India                           |
| Fax No. 91-374-2803549                   | Email: indrajitbarua@oilindia.in       |
| Email: contracts@oilindia.in             |  |
| c) <b><u>Contractor</u></b>              |  |
| _____                                    |  |
| _____                                    |  |
| Fax No. :                                |  |

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

**END OF SECTION-III**

**Part-3**  
**SECTION-IV**  
**SCHEDULE OF RATES (SOR)**

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

**DESCRIPTION OF CHARGES FOR 2D & 3D SEISMIC DATA ACQUISITION**

**1.0 MOBILIZATION CHARGES:**

- i) Mobilization charges shall be quoted on all-inclusive lump-sum basis covering all the expenditure to be incurred by the Contractor for initial deployment of their entire resources including personnel & materials in the operational area, required for orderly execution of the Contract within the agreed time frame.
- ii) Mobilization charges should cover all local and foreign costs to be incurred by the Contractor for the initial movement to the site like transportation charges, freight & insurance etc. and shall also include all local taxes, duties, levies & fees, including Customs Duty, State Entry Tax, port fees, clearance fee & demurrage and others as may be in force.
- iii) Mobilization charges will be payable only when all equipment and crews are positioned at the appointed site free from all defects/encumbrances and duly certified by the Company’s representative that the Contractor is/are in a position to undertake/commence the regular production work assigned under the Contract.
- iv) Mobilization shall be deemed to be completed when all personnel, equipment, tools, consumables, accessories, etc. are positioned at the site ready for data acquisition as certified by the company representative with completion of experimental works and recording of the first production shot.
- v) Mobilization charges would be released after completion of the mobilization as certified by the company representative.
- vi) The lump sum Mobilization Charges quoted by the Bidders must not exceed **5% (five percent)** of the total evaluated Contract value. **However, mobilization charges if quoted in excess of 5% of the estimated contract cost, the excess amount shall be paid at the end of the contract.**
- vii) Payment of mobilization charges shall be made in phased in manner by Company as stated below:
  - (a) 60% (of the quoted Mobilization rate) after successful completion of Mobilization of equipment and Accessories as per checklist-1A and completion of Experimental work along with recording first production shot

to carry out 2D Seismic data acquisition by the crew deployed as per terms mentioned in the scope of work.

- (b) Rest 40% (of the quoted Mobilization rate) after successful completion of Mobilization for additional equipment & Accessories required for 3D acquisition as per checklist-1B, after completion of 2D Seismic data Acquisition in the block and completion of experimental work along with recording of first production shot to carry out 3D Seismic Data Acquisition by the crew deployed as per the terms mentioned in the scope of work.

## **2.0 OPERATING CHARGES PER LKM & SQKM OF DATA ACQUISITION:**

The Contractor shall be paid the Operating Charges for 2D Data Acquisition in Dima Hasao per LKM basis for acceptable data acquired along a seismic profile and completed in all respects and provided to Company in requisite form by the Contractor. A LKM is defined as follows:

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

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

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

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

In case of 3D: the Contractor shall be paid the Operating Charges for 3D Data Acquisition in Dima Hasao (AA-ONHP-2018/3) per SQKM basis for acceptable data acquired along swaths and completed in all respects and provided to Company in requisite form by the Contractor. One SQKM is defined as follows:

**1 (one) SQKM is equivalent to 57.14 accepted shots in Dima Hasao Block (AA-ONHP-2018/3)**

However, Bidder shall raise monthly invoices for data acquired against LKMs of

2D seismic survey / SQKMs of 3D Seismic survey which are completed in all aspects (i.e. including all necessary topographic survey data, observer report etc.) and that has been handed over to the Company at Duliajan during the month. If a line or swath is not completed in a single calendar month, in such case, LKM /SQKM equivalent to Number of good/acceptable shots taken in the completed part of the seismic profile will be considered for payment provided all the data along with ancillary information are handed over to Company.

Operating Charges should include all the charges for the following:

- a. Establishment of base camp/fly camps
- b. All equipment/accessories required for Survey/Shooting/LVL/Uphole
- c. Reports/ maps/records generation & submission
- d. Cost of fuel
- e. Spares and preventive maintenance of all necessary equipment
- f. Mob/Demo of on/off crews, consumable
- g. To and fro transportation, repair/maintenance of support infrastructure
- h. Salary/Medical/Travel of Contractor's personnel, hire of any support infrastructure/consultant
- i. All line survey, fixing of crossing pillars/bench marks/ survey pegs/ paints, line laying & maintenance
- j. Shot-hole drilling, shot hole casing
- k. Shot hole drilling fluids/chemicals/mud additives
- l. Procurement , transport, storage and security of explosive & detonator
- m. Field transport/handling including shot hole loading & blasting
- n. Base camp & other operation related management/ maintenance
- o. HSE measures in camp and for crew members during field operation
- p. Compensation towards damages caused to crops/life & properties in operational area
- q. Filling of drilled holes/created craters etc. and
- r. Other day to day operational requirement not specified hereof
- s. QC Processing including static computation
- t. Contractor shall plant at least two tall plants per shot hole before leaving the site in a particular day for profile / swath or segment thereof in a forest cover area as per the guidelines of MoEF&CC in consultation with local DFO under intimation to OIL. In case, it is not possible for Contractor to do the same then Contractor shall deposit cost of two tall plants along with 10 years maintenance cost per shot hole with concern DFO / State Government and obtain a receipt thereof for submission to OIL.

### **3.0 OPERATING CHARGES FOR UPHOLE SURVEY:**

Operating Charges will be paid for every Uphole drilled, up to a 40 mtrs, data recorded, all related stationery/media of recording, field setups and data analysis/interpretation and submitted to Company during the month. In case, the logged depth will be less than 40 mtrs, then the payment will be made on prorata basis as per actual drilling meterage; such case will be allowed up to 20mts. depth only. If the Uphole cannot be done due to depth problem/ unavoidable circumstances, then, 4(four) nos. of LVL shall be be done with the cost of 1 (one) no. of Uphole.

### **4.0 OPERATING CHARGES FOR LVL SURVEY:**

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

## **5.0 EXPERIMENTAL WORK:**

- 5.1 Total duration of the experimental work is maximum 10 operational days (i.e. maximum 5 operational days for 2D seismic survey and maximum 5 operational days for 3D seismic survey in Dima Hasao Block). Experimental works is for analysis and minimization of noises, optimization of charge size etc. towards acquisition of quality data. Bidder shall submit data along with detailed report on the completion of entire experimental work. The Company will give its views within 24 hours of the receipt of the report on experimental shooting. The seismic production shooting in respective block (i.e. 2D & 3D data acquisition) will not start unless the Company is satisfied with the results of experimental work.

Operating Charges should include all the charges for the following:

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

## **6.0 FORCE MAJEURE CHARGES:**

Force Majeure Charges shall be applicable during the Force Majeure situation, if any arises during the period of job execution at site and payable on per day of 24 hours basis upto a maximum of Fifteen (15) consecutive days, pursuant to clause No. 31.0 of General Conditions of Contract (GCC). Payment will also be made on pro-rata per hour basis for part of a day, if any.

## **7.0 STAND-BY CHARGES:**

- 7.1 The Standby Charge shall be applicable during the period of job execution at site only after the start of regular production shooting/actual data acquisition,

provided the Contractor is/are not permitted by Company to carry out the operation on account of the following reasons or otherwise:

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

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

**8.0 RATE FOR FIXING REFERENCE POINT BY DGPS:**

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

**9.0 DEMOBILISATION CHARGES (IF ANY):**

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

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

- The Contractor shall demobilise all its equipment, spares and consumable within 60 days of effective date of demobilization in respective area and complete re-export formalities, if applicable any.
- The Contractor shall leave all camp sites and establishment in the operational area free of debris and restore to original condition.
- The Contractor shall produce the following documents along with the invoice for demobilization charges to the satisfaction of the Company of having cleared all their liabilities:
  - (a) Undertaking towards settlement of compensation for damage/loss to crop & property etc. in line with clause No. 15.20 in Section-II, PART-3.
  - (b) Tax clearance certificate from Income Tax Department regarding clearance of dues toward Contractor's tax liabilities, their sub-

contractor tax liabilities and towards tax liabilities of their expatriate persons or the other employees. In lieu, Contractor may submit an Indemnity Bond to this effect.

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

#### **10.0 ZERO (NIL) RATE:**

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

- a) Breakdown/instrument problem due to non-availability of spares /consumables.
- b) Equipment Calibration test failure
- c) Non- compliance of quality standards
- d) Non-availability of adequate manpower
- e) National Holidays
- f) Unrest of Contractor's labour
- g) Non availability of Security/explosives
- h) Line Change
- i) Delay of arrival of spares/consumables on account of customs clearance/statutory clearances.
- j) Any other reasons attributable solely to the Contractor

#### **11.0 GENERAL NOTES:**

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



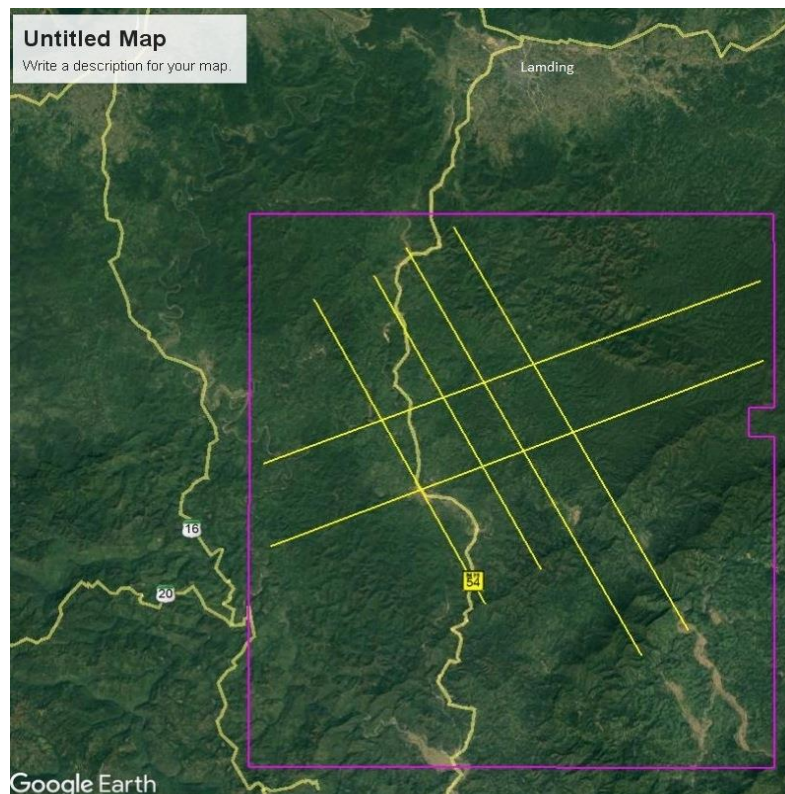
- e) Bidders are advised not to take any exception/deviation to the bid document once the terms are frozen after the pre-bid conference, else the bids will be summarily rejected.
- f) Bidders are advised to have a thorough reconnaissance of the area, if required, to know the terrain and get themselves fully acquainted with details of surface topographic features, fair weather slot, weather conditions, working culture in the area, socio-political environment, security aspects and law of the land, prior to submitting their bids.
- g) Payments shall be made on the basis of actual work done/executed by the Contractor and all "DAY RATE" charges shall be pro-rated and payable upto the nearest full hour for part thereof.

**END OF SECTION-IV**

**END OF PART-3**

**&&&&**

**FIGURE 01**



Tentative positions of the proposed 2D seismic profiles are shown in the map in yellow colour in the survey block.

BLOCK : AA-ONHP-2018/3		
Coordinates (WGS-1984)		
POINTS	LONGITUDE	LATITUDE
1	93° 20'	25° 20'
2	93° 0'	25° 20'
3	93° 0'	25° 40'
4	93° 20'	25° 40'
5	93° 20'	25° 33'
6	93° 19'	25° 33'
7	93° 19'	25° 32'
8	93° 20'	25° 32'

**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:

**PRICED BID FORMAT**

**Sub: Hiring of services for acquisition of 150 LKM 2D and 150 SQKM 3D seismic data in OALP-III Block: AA-ONHP-2018/3, Dima-Hasao, Assam**

Item No.	Description of Services	Unit	Qty	Unit Price	Total Amount
1	Charges for Mobilization	Lump sum	1	MOB	1 X MOB
2	Charges for Demobilization	Lump sum	1	DMOB	1 x DMOB
<b>For 2D in Dima-Hasao Block (AA-ONHP-2018/3)</b>					
3	Experimental Survey in Dima-Hasao Block (2D)	Days	5	EXP1	5 X EXP1
4	Charges for Acquisition of 2D Seismic in Dima-Hasao Block	LKM	150	OR1	150 X OR1
5	Charges for Up-hole survey/ Interpretation in Dima-Hasao (2D)	Numbers	75	UH1	75 X UH1
6	Charges for LVL survey/ Interpretation in Dima-Hasao (2D)	Numbers	75	LVL1	75 X LVL1
7	Standby charges (During the operating period) in Dima-Hasao	DAY	10	SBR1	10 X SBR1
8	Force Majeure rate per day in Dima-Hasao (2D)	DAY	10	FM1	10 X FM1
9	Cost of Explosive in Dima-Hasao (2D)	KG	17000	EX1	17000 X EX1
10	Cost of Detonator in Dima-Hasao (2D)	No.	8500	DT1	85000 X DT1
11	Charges for fixing Reference Pillars in Dima-Hasao (2D)	Numbers	40	FRP1	40 X FRP1
<b>For 3D in Dima-Hasao (AA-ONHP-2018/3)</b>					
12	Experimental Survey in Dima-Hasao (3D)	Days	5	EXP2	5 X EXP2

13	Charges for Acquisition of 3D seismic data in Dima-Hasao	SQKM	150	OR2	150 X OR2
14	Charges for Up-hole survey/interpretation in Dima-Hasao (3D)	Numbers	30	UH2	30 X UH2
15	Charges for LVL survey/Interpretation in Dima-Hasao (3D)	Numbers	30	LVL2	30 X LVL2
16	Standby charges (During the operating period) in Dima-Hasao (3D)	DAY	10	SBR2	10 X SBR2
17	Force Majeure rate per day in Dima-Hasao (3D)	DAY	10	FM2	10 X FM2
18	Cost of Explosive in Dima-Hasao (3D)	KG	52000	EX2	52000 X EX2
19	Cost of Detonator in Dima-Hasao (3D)	No.	20000	DT2	20000 X DT2
20	Charges for fixing Reference Pillars in Dima-Hasao (3D)	Numbers	20	FRP2	20 X FRP2
<b>TOTAL EVALUATED CONTRACT VALUE = (1 X MOB) + (1 X DEMOB) + (5 X EXP1) + (150 X OR1) + (75 X UH1) + (75 X LVL1) + (10 X SBR1) + (10 X FM1) + (17000 X EX1) + (8500 X DT1) + (40 X FRP1) + (5 X EXP2) + (150 X OR2) + (30 X UH2) + (30 X LVL2) + (10 X SBR2) + (10 X FM2) + (52000 X EX2) + (20000 X DT2) + (20 X FRP2) (inclusive of all applicable taxes &amp; duties but excluding GST &amp; Basic Customs Duty)</b>					

**Notes:**

- (1) The lump sum Mobilization Charges should not be quoted more than 5% of the Total evaluated contract value. However, mobilization charges if quoted in excess of 5% of the evaluated contract cost, the excess amount shall be paid at the end of the contract.
- (2) Mobilization charges shall be quoted on all-inclusive lump-sum basis covering all the expenditure to be incurred by the Contractor for deployment of their entire resources including personnel & materials in the operational area, required for orderly execution of the Contract within the stipulated time frame. Payment of mobilization charges shall be made in phased in manner by Company as stated below:
  - (c) 60% (of the quoted Mobilization rate) after successful completion of Mobilization of equipment and Accessories as per checklist-1A and completion of Experimental work along with recording first production shot

to carry out 2D Seismic data acquisition by the crew deployed as per terms mentioned in the scope of work.

(d) Rest 40% (of the quoted Mobilization rate) after successful completion of Mobilization for additional equipment & Accessories required for 3D acquisition as per checklist-1B, after completion of 2D Seismic data Acquisition in the block and completion of experimental work along with recording of first production shot to carry out 3D Seismic Data Acquisition by the crew deployed as per the terms mentioned in the scope of work.

- (3) For the purpose of the payment, the formula for calculation of LKM for any incomplete line is hereunder:

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

- (4) For the purpose of the payment, the formula for calculation of LKM for any complete line as per plan is hereunder:

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

- (5) **In case of 3D:** the Contractor shall be paid the Charges for 3D Data Acquisition in Dima-Hasao (AA-ONHP-2018/3) per SQKM basis for acceptable data acquired along swaths and completed in all respects and provided to Company in requisite form by the Contractor. One SQKM is defined as follows:

**1 (one) SQKM** is equivalent to **57.14 accepted shots** in Dima-Hasao Block (AA-ONHP-2018/3).

- (6) The items referred above are to be read in conjunction with Section-III (Schedule of Rates) of the tender document.
- (7) Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately.
- (8) The quantities considered above are for bid evaluation purposes only. Payment will be made on the basis of actual job execution/consumption.
- (9) 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.
- (10) Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including GST (CGST & SGST/UTGST or IGST).

- (11) Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of award of contract on that bidder, taxes mentioned by OIL in the Contract will be binding on the bidder.
- (12) Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in Price Bid format.

**\*\*\*\*\***

**BID FORM**

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

**Sub: IFB No. CDG4943P21**

*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)**

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>

**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. CDG4943P21 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 Duliagan 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 require;

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. **CDG4943P21**.

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. CDG4943P21**

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. CDG4943P21**

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.

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

**CERTIFICATE OF ANNUAL TURNOVER, NET WORTH & WORKING CAPITAL**

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)	<b>WORKING CAPITAL</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

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

**SUB: SAFETY MEASURES FOR TENDER NO. CDG4943P21**

**DESCRIPTION OF WORK/ SERVICE:**

Sir,

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

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

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

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

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

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

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

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

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

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

Yours Faithfully

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

FOR & ON BEHALF OF CONTRACTOR

**PROFORMA of Bank Guarantee towards Purchase Preference-Local Content**

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

Bank Guarantee No. \_\_\_\_\_

Dated \_\_\_\_\_

To  
Oil India Limited

\_\_\_\_\_  
India

Dear Sirs,

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

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

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

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time

exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

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

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

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

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

WITNESS NO.1

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

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

WITNESS NO.2

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

Attorney as power of  
Attorney no. \_\_\_\_\_  
Dated \_\_\_\_\_

## **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. CDG4943P21**. 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).

**&&&&**

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

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

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

**WHEREAS**

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

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

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

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

For and on behalf of  
(Bidder)

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

M/s.  
Witness:  
1)  
2)

M/s.  
Witness:  
1)  
2)

**PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE**  
**(Delete whichever not applicable)**

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

**DEED OF GUARANTEE**

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

WHEREAS,

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, hereinafter called “OIL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number ..... for ..... on ..... M/s ..... (mention complete name), a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having its Registered Office at ..... (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number ..... to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same. The Company and the Guarantor have entered into an agreement dated ..... as per which the Guarantor shall be providing technical and such other supports as may be necessary for performance of the work relating to the said tender.

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

1. The Guarantor (Parent Company / **100% Subsidiary Company (Delete whichever not applicable)**) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.

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

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

		M/s _____
<u>Witness:</u>		Signature _____
1.	Signature _____	Name _____
	Full Name _____	Designation _____
	Address _____	
		Common seal of the Company_____
<u>Witness:</u>		
2.	Signature _____	
	Full Name _____	
	Address _____	

**PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE GUARANTEE**  
**TOWARDS FINANCIAL STANDING**  
**(Delete whichever not applicable)**

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

**DEED OF GUARANTEE**

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

**WHEREAS**

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

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

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum **INR** ..... (or equivalent **USD** ..... ) during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
4. **Net worth** of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.

The Guarantor represents that:

- (a) This Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
- (b) The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

- (c) This Guarantee has been issued after due observance of the appropriate laws in force in India.
- (d) This Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
- (e) This Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
- (f) The Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of  
(Bidder)

Witness:

- 1.
- 2.

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

Witness:

- 1.
- 2.



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

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

This agreement made this \_\_\_\_ day of \_\_\_\_ month \_\_\_\_ year by and between M/s. \_\_\_\_\_ (Fill in Bidder's full name, constitution and registered office address) \_\_\_\_\_ hereinafter referred to as "Bidder" of the first part and M/s. \_\_\_\_\_ (Fill in full name, constitution and registered office address of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein after referred to as "Sister Subsidiary/ Co-subsidiary" of the second part and M/s. \_\_\_\_\_ (Fill in the full name, constitution and registered office address of the Ultimate Parent/Holding Company's of both the subsidiaries) hereinafter referred to as "Ultimate Parent/ Holding Company" of the third part.

**WHEREAS**

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. \_\_\_\_\_ for \_\_\_\_\_ and M/s. \_\_\_\_\_ (Bidder) intends to bid against the said tender and desires to have a technical support of M/s. \_\_\_\_\_ (Sister Subsidiary/Co-subsidiary Company) and Sister Subsidiary/Co-subsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

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

1. M/s. \_\_\_\_\_ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.
2. M/s. \_\_\_\_\_ (Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the bidder.
4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.
5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing

the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.

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

For and on behalf of  
(Bidder)

M/s.  
Witness

1)  
2)

For and on behalf of  
(Sister Subsidiary/ Co-  
subsidiary)

M/s.  
Witness

1)  
2)

For and on behalf of  
(Ultimate Parent /  
Holding Company)

M/s.  
Witness

1)  
2)

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

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

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

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

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

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

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

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

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

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 shall ensure the following:

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

The above message/intimation shall be sent through SFMS by the BG issuing bank branch indicating the Tender No. CDG4943P21 to 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.

To

CGM-CONTRACTS  
Oil India Limited  
Duliajan-786602

**Sub: Undertaking for Mobilization**

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

Mobilization shall be deemed to be completed when all personnel, equipment, tools, consumables and field crew are mobilized and also the equipment are fully tested & calibrated and necessary pre-acquisition experimental work conducted as specified in scope of work and production record of 10 LKM of each is taken by each crew and accepted by the Company. The time spent on the pre-acquisition experimental work is inclusive in the above mobilization period.

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

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

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

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

Seal of the Bidder

**EXPERIENCE STATEMENT OF BIDDER/SERVICE PROVIDER**

Experience in providing Seismic Data Acquisition during last seven (7) years preceding the original Bid Closing date:

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

**Signature:** \_\_\_\_\_

**Name of the Bidder's Authorised Person:** \_\_\_\_\_

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

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

**Note:** The bidder only has to submit the documentary evidence for those mentioned experience in tabulated form as above in respect of satisfactory execution of the contract.

**(APPLICABLE FOR KEY PERSONNEL)  
SAMPLE RESUME FORMAT**

Position as per List of Key Personnel :  
Name :  
Total Years of Experience :  
Educational Qualification :  
Experience Detail :

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

Job Responsibilities :

Publications :

Language Proficiency :

Personal Details :

Father's Name :

Date of Birth :

Residential Address :

Nationality :

Passport Number :

Date of Issue :

Date of Expiry :

Email Id :

**NOTE:**

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

**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. 3.2.8 of the Bid Evaluation Criteria**

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.

**DECLARATION BY BIDDER REGARDING CONCURRENT COMMITMENT**

I/We _____ age _____ son of _____ do hereby solemnly affirm and declare as follows for and on behalf of the Firm:					
LIST OF EXISTING COMMITMENT AND ONGOING WORKS					
Sr. No.	Name of Works	Client Name & Address	Work Order Value (INR)	Work executed till date of submission of bid (INR)	Amount of balance work which may fall for execution during the period of 12 months from the date of expiry of the bid validity (INR)
1	2	3	4	5	6 (4-5)
	Balance commitments in 12 months from the date of expiry of the bid validity				(INR)
	It is certified that the above particulars furnished are true and correct. If any information given is found to be misleading at a later date OIL will have the authority to take necessary action as per provision of the Contract and as per laid down procedure of the Company (OIL).				
SIGN AND STAMP OF BIDDER (AUTHORISED SIGNATORY HAVING POWER OF ATTORNEY)					

**Note: Accuracy level of balance commitments as per total of column 6 above should be within +/- 10%**

**Specifications of Analog geophone strings**

Upto 10Hz natural frequency, low distortion high sensitivity geophone string (i.e., 6x2; 6 in Series and two (2) such series in parallel) with following specifications:

Sl. No.	Parameters	Values
1	Sensitivity	120-170V/m/sec
2	Distortion	<0.2%
3	Natural Frequency	Upto 10 Hz
4	Tilt	0to15°
5	Spurious Frequency	>240Hz
6	Operating Temperature	Upto90°C
7	Polarity	SEG standard

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

**SCHEDULE OF SEISMIC ANCILLARY DATA DELIVERY**

<b>Sl. No.</b>	<b>Item</b>	<b>Media (Copies)</b>	<b>Remarks</b>
1	Raw Seismic Data of each Line	IBM Compatible 3592(E05/ E06 or E07) tape or LTO 5 - (2)	1) 1st copy will be submitted within one (1) week of completion of the Line  2) 2nd copy will be submitted within one week after submission of 1st copy.
2	i. SPS files, Observer's Reports with shot-receiver geometry ii. Shot Hole Depth iii. Up-hole Time iv. Shot and Receiver Statics v. Skip/Recovery information	CDs/DVDs (2)	
3	Survey data in UKOOA, ASCII format, up-hole and refraction profiles, (in CDs).	CDs/DVDs (2)	
4	a) Final Geometry Files in ASCII b) Final Trace kill table c) Final Statics information d) Final Velocity e) Final Brute Stack of 2D Profile in Std. SEG Y format	CDs/DVDs (2)	
5	Raw Seismic data of the entire project (All recorded shots in Field including NTBC and rejected shots.)	IBM Compatible 3592(E05/ E06 or E07) tape or LTO 5) – (4)	All copies shall be submitted within 15 days after completion of data acquisition as per the terms in NIT
6	a) SPS files (r, s, x Files) with shot & receiver statistics b) Observer's Report c) Recording Parameter d) Header information of Seismic Data e) Skip/Recovery information f) LVL & Up-hole Profiles/Statistics g) Survey data of Shot & Receiver in UKOOA & ASCII Format h) Final Maps in PDF format (In 1:10,000, 1:25,000, 1:50,000, 1:100,000 & 1: 250,000) - Base Maps - Fold coverage map - Up-hole & LVL location Map	CDs or DVDs - 4	All copies shall be submitted within 15 days after completion of data acquisition as per the terms in NIT

	<ul style="list-style-type: none"> <li>- Reference pillar map</li> </ul> i) Reports <ul style="list-style-type: none"> <li>- Weekly Reports</li> <li>- Monthly Reports</li> <li>- Final Operational Report</li> <li>- Final Topographical Survey</li> <li>- Final Acquisition Report</li> <li>- Tape List</li> </ul>		
7	a) Raw Seismic data of the entire block b) SPS files (r, s, x Files) with shot & receiver statistics c) Observer's report d) Recording Parameter e) Header information of Seismic Data f) Skip/Recovery Information g) LVL & Up-hole Profiles/Statistics h) Survey data of Shot & Receiver in UK00A & ASCII Format i) Final Maps in PDF format (Scales : 1:10,000, 1:25,000, 1:50,000, 1:100,000 & 1: 250,000) <ul style="list-style-type: none"> <li>- Base Maps</li> <li>- Fold coverage map</li> <li>- Up-hole &amp; LVL location Map</li> <li>- Reference pillar map</li> </ul> j) Reports <ul style="list-style-type: none"> <li>- Weekly Reports</li> <li>- Monthly Reports</li> <li>- Final Operational Report</li> <li>- Final Topographical Survey Report</li> <li>- Final Acquisition Report</li> <li>- Tape List</li> </ul>	Portable USB Drive (1 TB)- (2)	All copies shall be submitted within 15 days after completion of data acquisition as per the terms in NIT
8	Maps-3 copies in each Scale (two copies on paper) Scales: 1:50,000, 1:100,000 & 1:250,000 <ul style="list-style-type: none"> <li>- Base Map</li> <li>- Coverage map</li> <li>- Location map LVL &amp; Up-hole</li> <li>- Reference pillar map (Scales: 1:5000, 1:10000 &amp; 1:25000)</li> </ul>	Paper(Two)	All copies shall be submitted within 15 days after completion of data acquisition as per the terms in NIT
9	Geometry Applied Seismic data of the entire project in std. SEG Y format a) Final Geometry Files in ASCII b) Final Trace kill table c) Final Velocity	IBM Compatible 3592(E05/E06 or E07) tape or LTO 5) – (4)	All copies shall be submitted within 15 days after

	d) Final QC Processing Output in Std. SEG Y format (for all 2D profiles in the project)	CDs or DVDs – (4)	completion of data acquisition as per the terms in NIT
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**SPECIFICATIONS OF EXPLOSIVES & DETONATORS**

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

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

**ANNEXURE-I****LIST OF KEY PERSONNEL TO BE OFFERED BY THE BIDDER**

Professional Staff for Seismic Data Acquisition Crew during the period of 2D & 3D Seismic Survey:

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

**Note:**

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



**EQUIPMENT FOR 2D & 3D SEISMIC DATA ACQUISITION**

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

**DESCRIPTION****A. SURVEY EQUIPMENT:**

The survey equipment shall not be more than **four (4) years** old as on the date of Original Bid Closing and must be in perfect working conditions.

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

**B. SEISMIC RECORDING SYSTEM:** Not more than **four (4) years old**, as on the date of Original Bid Closing. The equipment must be in perfect working condition. The number of remote field units/ recording equipment and cables and geophones to be deployed must be adequate to achieve a required production to complete the project/work within the stipulated time frame. The recording equipment must be:

- Seismic Data Recording System-Telemetry System with 24-bit  $\Delta\Sigma$  Technology.
- 24 bit recorder and correlator/stacker.
- Minimum 10,000 channels capability at 2 ms sampling.
- Seismic Data Acquisition System with real time QC Monitoring of recorded data. OIL will QC the acquired Shot gathers on daily basis post completion of each day recording operation.
- The time break delay between Radio Shooting system (Confirmed & predicted TB) shall be less than 1 millisecond (ms).
- Sufficient Accessories, Encoder/Decoder, Sufficient Remote Units, Interconnect boxes etc.

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

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

**\* Cables and Geophones: Not more than three (3) years old as on the date of Original Bid Closing.**

**C. LVL/ UPHOLE SURVEY EQUIPMENT:** Not more than **four (4) years old** as on the date of Original Bid Closing.

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

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

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

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

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

**E. EQUIPMENT FOR FIELD 2D AND 3D DATA PROCESSING:**

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

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

The workstation needs to be connected to colour plotter, line printers and IBM 3592/DVD/DLT/LTO-5 cartridge drives for back-ups and any other facilities required to control the quality of survey and to provide the technical inputs required by Company.

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

**F. COMMUNICATION EQUIPMENT:**

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

**G. TRANSPORT EQUIPMENT:**

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

**H. SHOT-HOLE DRILLING RIGS:**

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

**NOTE:**

- (a) All the equipment as mentioned in the **Annexure-II** must meet or exceed the required specifications mentioned.
- (b) The Bidder has to submit the documentary evidence in support of the Vintage of the Equipment which bidder proposes to deploy in the field for the execution of the tender. Bids shall be rejected if the equipment and the key personnel offered do not meet the specified requirement.
- (c) The Bidder may mobilize additional crew and equipment at no extra cost to the Company for increasing the productivity to improve upon the work completion time, to which the Company shall have no objection.
- (d) Bidder must fill-up and submit the Check List-1A & 1B

**UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING**  
**(REF. CLAUSE NO. 6.6 OF THE FORWARDING LETTER)**

We, M/s \_\_\_\_\_, have read the clause regarding restrictions on procurement from a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**UNDERTAKING TOWARDS COMPLIANCE OF CLAUSE NO. 6.1 OF THE  
FORWARDING LETTER**

We, M/s \_\_\_\_\_, have read the clause regarding restrictions on procurement from a country which shares a land border with India, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

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)

**Checklist-1A****EQUIPMENT AND ACCESSORIES TO BE DEPLOYED FOR 2D SEISMIC SURVEY FOR THE BLOCK: AA-ONHP-2018/3(Dima Hasao Block )**

Sl. No.	NIT Criteria	BLOCK: AA-ONHP-2018/3 (Dima Hasao)		
		Equipment (Make, Model & Vintage)	Quantity	Supporting Documents with file and page references of uploaded documents
A	SURVEY EQUIPMENT: The survey equipment shall not be more than four (4) years old as on the date of original Bid Closing and must be in perfect working conditions.			
	DGPS (RTK) Units capable of operating in L1 & L2 modes with required accessories and software in adequate quantity.			
	Total Stations with data loggers, accessories and survey software in adequate quantity.			
B	SEISMIC DATA RECORDING EQUIPMENT: Seismic Recording Systems shall not be more than four (4) years old as on the date of original Bid Closing. The equipment must be in perfect working condition. The number of remote field units/recording equipment, to be deployed must be adequate to have the capability of sufficient roll over for recording of requisite number of shots per day to complete the project within the stipulated time frame. The recording equipment must be:			
	Seismic Data Recording System–State of the art Acquisition System with 24-bit $\Delta\Sigma$ Technology.			
	Recording capability of minimum 10,000 channels at 2 ms sampling per shot.			
	Sufficient, Accessories, Encoder/Decoder, etc.			
	Bidder has to deploy Seismic Data Acquisition System with real time QC Monitoring of recorded data. OIL will QC the acquired Shot gathers on daily basis post completion of each day recording operation.			
	The time break delay between Radio Shooting system (Confirmed & predicted TB) shall be less than 1 millisecond (ms).			
	GEOPHONES: Geophones and Cables shall not be more than three (3) years old as on the date of original Bid Closing.			
	Geophone: Contractor should use Geophones which must be industry standard. The response of Geophones should be as per specifications of OEM.			

	Offered Geophone must be industry standard, viz; SM24/SG-10 or equivalent or better in case of High Performance Low Distortion analogue geophones.			
	The offered Geophones must be fully compatible with seismic data acquisition system along with necessary interface.			
	The No. of geophones per station must be 12 (twelve) with industry standard spike length. The configuration must be: 6 x 2 [(6 in Series and two (2) such series in parallel)]			
C	UPHOLE/LVL SURVEY EQUIPMENT: Uphole/LVL Survey equipment shall not be more than four (4) years old as on the date of original Bid Closing and must be in perfect working condition. Bidder shall deploy 2 nos. of equipments (one is for LVL and other for Up-hole survey). The system must comprise of the following:			
	24 channel digital recorder with 0.1 ms sampling interval.			
	Suitable cables for Uphole/LVL Survey meeting manufacturer's specifications.			
	Refraction Geophone 4.5 Hz. The Geophones must meet manufacturer's specifications.			
	Uphole Survey Digital Recorder with a minimum of 4 channels and down hole cable, hydrophone/geophones suitable for logging to 100 m weight drop/explosive as source			
	One equipment set for LVL Survey			
	One equipment set for UPHOLE Survey			
D	COMPUTING: Stand-alone workstations with adequate RAM, disk-space for the following software packages – All the hardware shall not be more than three (3) years old as on the date of original Bid Closing & must be in perfect working condition along with all necessary software which the bidder proposes to use.			
	Survey data management & processing			

	2D/3D field management/planning			
	2D/3D survey simulation (OMNI/MESA/NORSAR or equivalent)			
	LVL/Uphole data processing and interpretation			
E	EQUIPMENT FOR 2D and 3D DATA FIELD QC PROCESSING			
	Full-fledged 2D and 3D Seismic Data Processing software for Field QC processing of acquired 2D seismic data			
	The hardware (CPU Type and MHz, RAM & Hard Disk Capacity), ancillary equipment viz. Printers, Plotters, Tape Drives, Networking etc. shall not be more than three (3) years old as on the date of original Bid Closing and must be in perfect working condition			
	The workstation needs to be connected to colour plotter, line printers and IBM 3592/DVD/LTO-5 cartridge drives for back-ups and any other facilities required to control the quality of survey and to provide the technical inputs required by Company			
	The Field Processing Software Version (Seismic Processing packages along with version, date of release) shall be of latest version (not more than three (3) years old) as on the date of original Bid Closing. <u>The field processing software must be capable of processing 2D and 3D Seismic Data up to Pre-Stack Time Migration. The processing software must be covered under maintenance contract for the entire duration of the contract with OIL</u>			
F	COMMUNICATION EQUIPMENT			
	All the communication sets should be adequate in number and in a perfect working condition			



G	TRANSPORT EQUIPMENT			
	The bidder has to decide and bring requisite quantity of specialized transport for crew, explosive vans and jeeps for explosive movement, Instrument van, to carry out seismic survey in areas as described in Section-II of PART-3. All the available indigenous transport has to be arranged by the bidder, locally. All the transports must be in perfect working condition and meet all the desired specification including insurance and the requisite licenses for the purpose of use. All the vehicles must be equipped with all seat belts, First Aid Kit, Spare wheel, fire-extinguisher etc as per HSE standards.			
H	Shot-hole Drilling Rigs: Bidder shall deploy adequate drilling rigs as described in Scope of Works, Part-III, Section-II to drill the shot holes in the areas.			
	Portable mechanized drilling rigs with air compressor drilling/ pneumatic drilling, water drilling rigs			

**Note:** Bidder must provide the vintage against the A to E as asked in NIT

**Checklist-1B****EQUIPMENT AND ACCESSORIES TO BE DEPLOYED FOR 3D SEISMIC SURVEY FOR THE BLOCK: AA-ONHP-2018/3 (Dima Hasao Block)**

Sl. No.	NIT Criteria	BLOCK: AA-ONHP-2018/3 (Dima Hasao)		
		Equipment (Make, Model & Vintage)	Quantity	Supporting Documents with file and page references of uploaded documents
A	SURVEY EQUIPMENT: The survey equipment shall not be more than four (4) years old as on the date of original Bid Closing and must be in perfect working conditions.			
	DGPS (RTK) Units capable of operating in L1 & L2 modes with required accessories and software in adequate quantity.			
	Total Stations with data loggers, accessories and survey software in adequate quantity.			
B	SESIMIC DATA RECORDING EQUIPMENT: Seismic Recording Systems shall not be more than four (4) years old as on the date of original Bid Closing. The equipment must be in perfect working condition. The number of remote field units/recording equipment, to be deployed must be adequate to have the capability of sufficient roll over for recording of requisite number of shots per day to complete the project within the stipulated time frame. The recording equipment must be:			
	Seismic Data Recording System–State of the art Acquisition System with 24-bit $\Delta\Sigma$ Technology.			
	Recording capability of minimum 10000 channels at 2 ms sampling per shot.			
	Sufficient, Accessories, Encoder/Decoder, etc.			
	Bidder has to deploy Seismic Data Acquisition System with real time QC Monitoring of recorded data. OIL will QC the acquired Shot gathers on daily basis post completion of each day recording operation.			
	The time break delay between Radio Shooting system (Confirmed & predicted TB) shall be less than 1 millisecond (ms).			
	GEOPHONES: Geophones and Cables shall not be more than three (3) years old as on the date of original Bid Closing.			

	Geophone: Contractor should use Geophones which must be industry standard. The response of Geophones should be as per specifications of OEM.			
	Offered Geophone must be industry standard, viz; SM24/SG-10 or equivalent or better in case of High Performance Low Distortion analogue geophones.			
	The offered Geophones must be fully compatible with seismic data acquisition system along with necessary interface.			
	The No. of geophones per station must be 12 (twelve) with industry standard spike length. The configuration must be: 6 x 2 [(6 in Series and two (2) such series in parallel)]			
C	UPHOLE/LVL SURVEY EQUIPMENT: Uphole/LVL Survey equipment shall not be more than four (4) years old as on the date of original Bid Closing and must be in perfect working condition. Bidder shall deploy 2 nos. of equipments (one is for LVL and other for Up-hole survey). The system must comprise of the following:			
	24 channel digital recorder with 0.1 ms sampling interval.			
	Suitable cables for Uphole/LVL Survey meeting manufacturer's specifications.			
	Refraction Geophone 4.5 Hz. The Geophones must meet manufacturer's specifications.			
	Uphole Survey Digital Recorder with a minimum of 4 channels and down hole cable, hydrophone/geophones suitable for logging to 100 m weight drop/explosive as source			
	One equipment set for LVL Survey			
	One equipment set for UPHOLE Survey			
D	COMPUTING: Stand-alone workstations with adequate RAM, disk-space for the following software packages – All the hardware shall not be more than three (3) years old as on the date of original Bid Closing & must be in perfect working condition along with all necessary software which the bidder proposes to use.			

	Survey data management & processing			
	2D/3D field management/planning			
	2D/3D survey simulation (OMNI/MESA/NORSAR or equivalent)			
	LVL/Uphole data processing and interpretation			
E	EQUIPMENT FOR 2D and 3D DATA FIELD QC PROCESSING			
	Full-fledged 2D and 3D Seismic Data Processing software for Field QC processing of acquired 2D seismic data			
	The hardware (CPU Type and MHz, RAM & Hard Disk Capacity), ancillary equipment viz. Printers, Plotters, Tape Drives, Networking etc. shall not be more than three (3) years old as on the date of original Bid Closing and must be in perfect working condition			
	The workstation needs to be connected to colour plotter, line printers and IBM 3592/DVD/LTO-5 cartridge drives for back-ups and any other facilities required to control the quality of survey and to provide the technical inputs required by Company			
	The Field Processing Software Version (Seismic Processing packages along with version, date of release) shall be of latest version (not more than three (3) years old) as on the date of original Bid Closing. <u>The field processing software must be capable of processing 2D and 3D Seismic Data up to Pre-Stack Time Migration. The processing software must be covered under maintenance contract for the entire duration of the contract with OIL</u>			
F	COMMUNICATION EQUIPMENT			
	All the communication sets should be adequate in number and in a perfect working condition			

G	TRANSPORT EQUIPMENT			
	The bidder has to decide and bring requisite quantity of specialized transport for crew, explosive vans and jeeps for explosive movement, Instrument van, to carry out seismic survey in areas as described in Section-II of PART-3. All the available indigenous transport has to be arranged by the bidder, locally. All the transports must be in perfect working condition and meet all the desired specification including insurance and the requisite licenses for the purpose of use. All the vehicles must be equipped with all seat belts, First Aid Kit, Spare wheel, fire-extinguisher etc. as per HSE standards.			
H	Shot-hole Drilling Rigs: Bidder shall deploy adequate drilling rigs as described in Scope of Works, Part-III, Section-II to drill the shot holes in the areas.			
	Portable mechanized drilling rigs with air compressor drilling/ pneumatic drilling, water drilling rigs			

**Note:** Bidder must provide the vintage against the A to E as asked in NIT

**Checklist-2****LIST OF KEY PERSONNEL TO BE DEPLOYED BY THE BIDDER**

<b>Position</b>	<b>Crew</b>
PARTY CHIEF	
QC PROCESSING GEOPHYSICIST	
SEISMOLOGIST	
OBSERVER	
INSTRUMENT ENGINEER /TECHNICIAN	
SR. SURVEYOR	
HSE MANAGER	
PROJECT CO-ORDINATOR	

**Checklist-3****CHECKLIST FOR BID EVALUATION CRITERIA**

Sl. No.	Clause No. of BEC	Bidder's Remarks		Bidder to indicate relevant File/ Page No/Technical
		Complied	Not Complied/Deviation	Brochure of the Bid Document to support its remarks
1	3.1			
2	3.1.1			
3	3.1.1.1			
4	3.1.1.2			
5	3.1.1.3			
6	3.1.2			
7	3.1.2.1			
8	3.1.2.2			
9	3.1.2.3			
10	3.1.2.4			
11	3.1.3			
12	3.1.3.1			

13	3.1.3.2			
14	3.1.3.3			
15	3.1.3.4			
16	3.1.3.5			
17	3.1.3.6			
18	3.1.3.7			
19	3.1.3.8			
20	3.1.3.9			
21	3.1.3.10			
22	3.1.3.11			
23	3.1.3.12			
24	3.1.3.13			
25	3.1.3.14			
26	3.1.4			
27	3.1.5			
28	3.1.5.1			
29	3.1.5.2			



30	3.1.6			
31	3.1.7			
32	3.1.8			
33	3.1.9			
34	3.1.10			
35	3.1.11			
36	3.1.12			
37	3.1.13			
38	3.2			
39	3.2.1			
40	3.2.2			
41	3.2.3			
42	3.2.4			
43	3.2.5			
44	3.2.6			
45	3.2.7			
46	3.2.8			

47	3.3			
48	3.3.1			
49	3.3.2			
50	3.3.3			
51	3.3.4			
52	3.3.5			
53	3.3.6			
54	3.3.7			
55	3.3.8			
56	3.3.9			
57	3.3.10			
58	3.3.11			
59	3.3.12			
60	3.3.13			
61	3.3.14			

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**COMMERCIAL CHECK LIST****Bidder's Name:** \_\_\_\_\_**TENDER NO. CDG4943P21**

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

<b>Sl. No.</b>	<b>Description</b>	<b>Bidder's Confirmation</b>
1.	Bidding structure	
2	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of	

	Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code  Indicate rate of GST applicable.	SAC Code:  GST .....%
6.	EMD Details: EMD No., Issuing bank, amount with currency and Validity	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to hundred and twenty (120) days from final Bid Due Date/Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted?	
11.	Confirm that currency of quoted prices: (The same will be finally converted to	

	Indian Rupees for evaluation).	
12.	Confirm that quoted prices shall remain firm and fixed until completion of the contract.	
13.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
14.	Confirm acceptance to all terms & conditions of the Tender.	
15.	Confirm that all correspondence must be in English Language only.	
16.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

18.	Please indicate the following:  (i) PAN No. (ii) GST Regn. No.	
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Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Office Stamp \_\_\_\_\_